NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JANUARY 16TH, 2018
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.

2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.

3. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 5 – 14)

5. Discuss, consider and take appropriate on a line item transfer for Justice of the Peace, Precinct #3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0453-004190	Autopsies, Med Inquests	$6,000.00
To	0100-0453-004002	Jurors, Grand Jurors, Jury Com	$6,000.00

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

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

8. Discuss, consider and take appropriate action on acknowledging the Purchasing Departments monthly report of asset dispositions through auction for the period of 12/5/2017 through 1/10/2018.

9. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) Dell Optiplex 740, (1) Dell Optiplex 780, (1) Dell Optiplex 740 and (1) Dell Optiplex 790 (see attached lists) pursuant to Tx. Local Gov't code 263.152.

10. To consider and note in the minutes the completion of the required 20 hours of continuing education hours for County Clerk Nancy E. Rister as prescribed in Tx Govt Code 51.605.

11. Discuss, consider, and take appropriate action to recognize completion of the required continuing education hours for the Williamson County Tax Assessor Collector.

12. Discuss, consider and take appropriate action on approving property tax collections for the month of December 2017 for the Williamson County Tax Assessor/Collector.

13. Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 for the month of December 2017 for the Williamson County Tax Assessor/Collector.

14. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 under Williamson County Contract between Alliance Transportation Group, Inc. and Williamson County dated October 19, 2016 for Engineering Services for Williamson County Long Range Transportation Plan. This supplemental is to extend the expiration date to December 30, 2018. The current Work Authorization dollar amount will remain the same.

REGULAR AGENDA

15. Receive and acknowledge the January 2018 Construction Summary Report for the Road Bond Program.

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

17. Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of -$55,044.67 for Forest North, a Road Bond Project in Commissioner Pct. 1. Project: P225. Funding Source: Road Bonds.

18. Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of -$108,905.22 for Forest North, a Road Bond Project in Commissioner Pct. 1. Project: P225. Funding Source: Road Bonds.

19. Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1708-182, in the amount of $36,500.00 for water line relocation on the River Road and Old Windmill Road improvements.

20. Discuss, consider and take appropriate action on an Advanced Funding Agreement for a transportation alternative program project, Brushy Creek Regional Trail Phase V, with the Texas Department of Transportation.

21. Discuss, consider and take appropriate action on Interlocal Agreement with Aqua Utilities Inc. regarding reimbursement for water line relocations associated with the River Road and Old Windmill Road improvements.

22. Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Department, to move $350,000 from San Gabriel Dam P439 to Cedar Hollow Relief P479.

23. Discuss, consider and take appropriate action on approving Long Term Planning Budget Transfer to close and move all funds from Corridor A1 (P458) and Corridor E1 (P460) to Southeast Corridor Study (A1/A2/E1) (P463).

24. 10:00 AM - Conduct a public hearing regarding proposed amendments to Appendix A - Platting Guidelines of the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.

25. Discuss, consider and take appropriate action on amending Appendix A - Platting Guidelines of the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.

26. Discuss, consider and take appropriate action on a Real Estate Contract with Chandler Creek Parcel E&F, L.P. for right of way needed on the N. Mays Extension project. (Parcels 9 & 10); Funding Source P224

27. Discuss, consider and take appropriate action on a Real Estate Contract with Chandler Creek LP for right of way needed on the N. Mays Extension project (Parcel 7): Funding Source P224

28. Discuss, consider and take appropriate action on a Real Estate Contract with Ruben Gomez for right of way needed on the CR 200 project. (Parcel 14): Funding Source P285

29. Discuss, consider and take appropriate action on a Real Estate Contract with Robert S. Dyer and Belinda Dyer for right of way needed on the CR 200 project. (Parcel 25) : Funding Source P285

30. Discuss, consider and take appropriate action on a Real Estate Contract with Connie M. Regier for right of way needed on the CR 200 project. (Parcel 12) : Funding Source P285

31. Discuss, consider and take appropriate action on a Real Estate Contract with Lissa C. Anders and Justin Anders for right of way needed on the CR 200 project. (Parcel 19) : Funding Source P285

32. Discuss, consider and take appropriate action on a Real Estate Contract for unimproved property from James Daniel Johnson for right of way needed on the Brushy Creek Trail Project (Parcel 14). Funding Source Park Bonds P211

33. Discuss, consider and take appropriate action on a Real Estate Contract for unimproved property from Janet Bartholomew, John Johnson, James Daniel Johnson and John Reid for right of way needed on the Brushy Creek Trail Project (Parcel 14). Funding Source Park Bonds P211

34. Discuss, consider and take appropriate action on a Real Estate Contract with ForeverForward LLC for right of way needed on the N. Mays Extension project (Parcel 8). : Funding Source Road Bonds P224

35. Discuss, consider and take any appropriate action for approval of Access Agreement between Williamson County Sheriff's Office and Big Fish Entertainment LLC to be a part of "Almost Live" multi-part series including authority for Sheriff to sign same.

36. Discuss, consider and take appropriate action to approve a Clarifying Order Relating to an Order Regulating Solid Waste in the unincorporated areas of Williamson County, Texas.

37. Discuss, consider and take appropriate action to approve an Interlocal Agreement Regarding Tax Increment Financing between Williamson County and the City of Hutto, which sets forth the terms and conditions of Williamson County's participation in the Hutto Reinvestment Zone Number One; as well as take any appropriate action to appoint two members to serve on the Hutto Reinvestment Zone Number One's Board of Directors on behalf of Williamson County.

38. Discuss, consider and take appropriate action to approve an Interlocal Agreement between Williamson County, Texas and the City of Hutto, Texas setting out the terms and conditions for land acquisition options and exchanges for properties owned by both Williamson County and the City of Hutto.

39. Discuss, consider and take appropriate action on approving $18,456.56 in additional salary funding for the newly created Assistant Chief position.

40. Discuss, consider and take any necessary action to approve order for interment of deceased Williamson County resident (Jimmie A. Davidson) where there has been no inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Heart of Texas Cremation & Burial Service to move forward with interment.

41. Discuss, consider, and take any appropriate action regarding the approval of the early voting polling locations and voting hours for the 2018 Republican Party and Democratic Party Primary Elections to be held March 6, 2018.

42. Discuss, consider and take appropriate action on awarding the proposals received for RFP 1708-179 Electronic Payment Processing to Tyler Technologies and Certified Payments.

43. Discuss, consider and take appropriate action on approving the purchase of historical document preservation in the amount of $157,581.08 from Kofile Technologies per GSA Contract # GS-35F-275AA to support the operation of the Williamson County District Clerk's Office.

44. Discuss, consider and take appropriate action on approving Supplemental Agreement No. 2 to Agreement for A/E Services for the Williamson County Sheriff's Office Training Center Project between Williamson County and Brinkley Sargent Wiginton Architects and authorizing execution of the agreement.

45. Discuss, consider and take appropriate action on approving the Add-On Quote from Superion for the implementation of the Purvis Interface in the testing and training environment between Superion Data Systems, Inc. and Williamson County and authorizing execution of the agreement.

46. Discuss, consider and take appropriate action on approving the purchase of historical document preservation in the amount of $66,543.00 from Kofile Technology per Interlocal Agreement between Brazoria County, Texas and Williamson County to support the operation of the County Clerk's Office.

47. Discuss, consider, and take appropriate action on awarding RFP #1711-205 Concessions for Expo Center to the sole proposer Heartland Food Group, a division of East Pointe Holding, Inc.

48. Discuss, consider, and take appropriate action on approving a Services Contract between Williamson County and Mtech Comfort Systems USA for Installation of HVAC Units at the Historic Courthouse in the amount of $142,330.00 per TIPS contract # 1032615 and authorizing execution of the agreement.

49. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the Mobile Outreach Team:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payments From Other Entities	$900.00

50. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for the Mobile Outreach Team:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.001920	Medical School Stipend	$712.75
	0100.0341.002010	FICA	$54.51
	0100.0341.002020	Retirement	$97.09
	0100.0341.002050	Worker's Comp	$35.65

51. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$455.00

52. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	$455.00

53. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment acknowledging additional revenues for Animal Shelter Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$16,891.85
	0546.0000.367440	Jane's Fund Donations	$14,874.64
	0546.0000.367441	ASPCA Donations	$0.00
	0546.0000.367442	Play Yard Donation	$250.00
	0546.0000.367443	Heart Worm Trmt Donations	$8,085.59

	0546.0000.367445	Sit Team Donations	$0.00
	0546.0000.370150	Sale of Pet Care Products	$919.44

54. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment acknowledging additional expenditures for the use of Animal Shelter Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$919.44
	0546.0546.003670	Use of Donations	$16,891.85
	0546.0546.004100	Professional Services	$14,874.64
	0546.0546.004109	Special Needs	$0.00
	0546.0546.004232	Training	$0.00
	0546.0546.004509	Facility Enhancements	$250.00
	0546.0546.004975	Animal Medical Care	$8,085.59

55. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Sheriff's Office Victim's Assistance Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$115.52

56. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the use of Sheriff's Office Victim's Assistance Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	VA Donations	$115.52

57. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$2,720.10

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$2,720.10

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)."

59. 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

60. 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 for N. Mays Extension.
e) Discuss the acquisition of real property: CR 101
f) Discuss the acquisition of real property: CR 200
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 the acquisition of real property and easements 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 acquistiion 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
C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

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

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
d) Employee/personnel related matters
e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
g) County Road 241 utility and Right-of-Way Issues and matters;
h) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
j) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
m) Berry Springs Park and Preserve pipeline
n) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The Unites States District Court For The Western District of Texas – Austin Division.
o) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
p) Tax Increment Financing Agreement between Williamson County and the City of Hutto with respect to a proposed tax increment reinvestment zone (TIRZ) in Hutto, Teaxas.
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
w) Medical subrogation lien settlement related to covered person in County's health benefits plan.
x) LCRA TSC Leander-Round Rock 138-Kv Transmission Line Project within the Public Right-Of-Way (Row) of New Hope Road, Ronald Reagan Boulevard, and Hero Way
y) Amendment to Compromise Settlement Agreement and Release previously executed on October 20, 2015 pertaining to Cause No. 12-0721-C277, W. Paul Reed, et al. v. Williamson County, et al.
z) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
aa) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
bb) Civil Action No. 1:17-cv-01113-LY, Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.

62. 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).

63. 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)

64. Discuss and take appropriate action concerning economic development.

65. Discuss and take appropriate action concerning real estate.

66. 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
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i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
j) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
m) Berry Springs Park and Preserve pipeline
n) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The Unites States District Court For The Western District of Texas – Austin Division.
o) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States

District Court for the Western District of Texas, Austin Division.
p) Tax Increment Financing Agreement between Williamson County and the City of Hutto with respect to a proposed tax increment reinvestment zone (TIRZ) in Hutto, Texas.
q) 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
w) Medical subrogation lien settlement related to covered person in County's health benefits plan.
x) LCRA TSC Leander-Round Rock 138-Kv Transmission Line Project within the Public Right-Of-Way (Row) of New Hope Road, Ronald Reagan Boulevard, and Hero Way
y) Amendment to Compromise Settlement Agreement and Release previously executed on October 20, 2015 pertaining to Cause No. 12-0721-C277, W. Paul Reed, et al. v. Williamson County, et al.
z) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
aa) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
bb) Civil Action No. 1:17-cv-01113-LY, Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.

67. 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.

68. Comments from Commissioners.

_____
Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2018 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **5.**

Meeting Date: 01/16/2018

Line Item Transfer

Submitted By: Melissa Goins, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate on a line item transfer for Justice of the Peace, Precinct #3.

Background

Additional demands for Jury Trials.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0453-004190	Autopsies, Med Inquests	$6,000.00
To	0100-0453-004002	Jurors, Grand Jurors, Jury Com	$6,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/08/2018 08:56 AM
Budget Office	Ashlie Koenig	01/08/2018 09:05 AM
Form Started By: Melissa Goins		Started On: 01/05/2018 01:29 PM
Final Approval Date: 01/08/2018		

Commissioners Court - Regular Session **6.**

Meeting Date: 01/16/2018

Compensation Items

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

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Comp Item

Merit LIT 01.10.18

Merit details 01.10.18

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tammy Fennell	01/11/2018 11:47 AM
County Judge Exec Asst.	Wendy Coco	01/11/2018 01:16 PM
Form Started By: Kristy Sutton		Started On: 01/11/2018 10:04 AM
Final Approval Date: 01/11/2018		

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Earliest Oracle Effective Date
EMS	0783	n/a	$59,678.86	$51,325.60	-$8,353.26	-14.00%	Decrease position surplus salary	12/29/2017
EMS	0881	Vacant	$53,780.48	$62,133.74	$8,353.26	15.53%	Increase vacant position salary from PCN 0783 to accommodate internal transfer.	12/29/2017

*Amount may vary slightly due to Oracle rounding

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0440	001100	6683.92	
01	0100	0440	001130		6683.92
01	0100	0450	001100	676.53	
01	0100	0450	001130		676.53
01	0100	0499	001100	757.68	
01	0100	0499	001130		757.68

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	Requested Annual Salary	Pay Proposal Reason	Effective Date of Change
District Attorney	DA Intake Div Chief.1789.001100	14111	$101,839.66	$5,092.10	5.00	$106,931.76	MERIT	1/12/2018
District Attorney	DA Discovery Clerk.1797.001100	14183	$31,836.48	$1,591.82	5.00	$33,428.30	MERIT	1/12/2018
District Clerk	Dep District Clk II.0754.001100	13694	$33,781.45	$675.63	2.00	$34,457.07	MERIT	1/12/2018
Tax Office	Information Services Spec.1430.001100	13586	$30,307.20	$757.68	2.50	$31,064.88	MERIT	12/29/2017

Commissioners Court - Regular Session **7.**

Meeting Date: 01/16/2018

Justice of the Peace 4 DEC 2017 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM DEC 2017

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 08:13 AM
Form Started By: Veronica Bolander		Started On: 01/10/2018 04:59 PM
Final Approval Date: 01/11/2018		

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 December 2017.

JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR

10th day of January 2018, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

JESSICA SCHMIDT
My Notary ID # 5436361
Expires October 3, 2020

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 12/01/2017-12/31/2017

Date Printed: 1/9/2018
Time Printed: 4:43:05PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	7	40.00	40.00	15.00	20.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	1	9.25	9.25	0.00	9.25	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	1	20.00	20.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0100-0000-341804
EVICTION	EVICTION FILING FEE	54	1,350.00	1,350.00	150.00	650.00	0.00	0.00	550.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	145	780.00	780.00	42.00	588.00	0.00	0.00	150.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	82	5,460.00	5,460.00	490.00	2,870.00	0.00	0.00	2,100.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	13	250.00	250.00	0.00	200.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	13	60.00	60.00	1.40	43.60	0.00	0.00	15.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	13	1,800.00	1,800.00	42.60	1,307.40	0.00	0.00	450.00	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
AUTOPSY	COPIES OF AUTOPSIES	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CERTCOPIE	CERTIFIED COPIES	1	2.00	2.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE CO	1	3.00	3.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	76	1,600.00	1,600.00	0.00	1,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	145	1,300.00	1,300.00	70.00	980.00	0.00	0.00	250.00	0.00	0.00	0.00	01-0399-0000-20802
JCPTF	JUDICIAL COURT PERSO	145	650.00	650.00	35.00	490.00	0.00	0.00	125.00	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
TCF	TRUANT CONDUCT FEE	4	200.00	200.00	100.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY CO	TRUANCY CONTEMPT FI	8	375.00	375.00	150.00	0.00	25.00	0.00	200.00	0.00	0.00	0.00	0100-0000-351304
VSPF	VITAL STATISTICS PRESE	1	2.00	2.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	01-0385-0000-34140

TOTALS SUMMARY	714	13,961.25	13,961.25	1,121.00	8,770.25	25.00	0.00	4,045.00	$0.00	0.00	0.00

Direct Deposit	$0.00			**HB2398**	$0.00	
Cash	$1,121.00			**CSR Credit**	$0.00	**Post for Refund** $0.00
Checks	$8,770.25			**Jail Credit**	$0.00	**Over Payments** $0.00
Money Orders	$25.00					
Credit Cards :	$4,045.00	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00	**Non-Monetary** $0.00

TOTAL CURRENCY	$13,961.25	ESCROW PAID	$0.00	TRAN. FEES	$0.00	TOTAL	$0.00	TOTAL PAID	$0.00

Detailed report has been sent to Auditor's Office.

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 12/01/2017-12/31/2017

Date Printed: 1/9/2018
Time Printed: 4:43:05PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-341804		1,101.25	643.00	0.00	0.00	0.00	1,744.25
0100-0000-341904		4,710.00	2,550.00	0.00	0.00	0.00	7,260.00
0100-0000-351304		175.00	200.00	0.00	0.00	0.00	375.00
0100.0000.341804		1,625.00	25.00	0.00	0.00	0.00	1,650.00
0399-0000-208822		630.00	150.00	0.00	0.00	0.00	780.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	1,050.00	250.00	0.00	0.00	0.00	1,300.00
01-0369-0000-341917	TRUANT CONDUCT FEE	100.00	100.00	0.00	0.00	0.00	200.00
01-0385-0000-341402	VITAL STATISTICS PRESERVATION	0.00	2.00	0.00	0.00	0.00	2.00
01-0399-0000-208354	JUDICIAL COURT PERSONNEL TRAI	525.00	125.00	0.00	0.00	0.00	650.00
TOTALS :		9,916.25	4,045.00	0.00	0.00	0.00	13,961.25

Detailed report has been sent to Auditor's Office.

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P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 12/01/2017-12/31/2017

Date Printed: 1/9/2018
Time Printed: 4:18:51PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	71	195.85	195.85	37.91	0.00	19.47	0.00	138.47	0.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	210	819.68	818.33	92.03	0.00	117.55	0.00	608.75	0.00	1.35	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	8	33.10	33.10	10.00	0.00	0.00	0.00	23.10	0.00	0.00	0.00	0399-0000-208400
CS	CHILD SAFETY	3	11.48	11.48	0.00	0.00	6.31	0.00	5.17	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	1	15.00	15.00	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	13	130.00	130.00	20.00	0.00	30.00	0.00	80.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	40	2,709.10	2,709.10	73.90	0.00	310.57	0.00	2,324.63	0.00	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	45	390.60	390.60	42.51	0.00	207.90	0.00	140.19	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	541	43,803.35	40,935.35	5,568.33	0.00	2,855.87	0.00	32,511.15	1,900.00	44.90	923.10	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	1	2.00	2.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	14	1,470.00	1,470.00	782.00	0.00	50.00	0.00	638.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	187	401.97	401.97	39.65	0.00	75.67	0.00	286.65	0.00	0.00	0.00	0100-0000-341804

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FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	5	10.55	6.75	1.75	0.00	5.00	0.00	0.00	3.80	0.00	0.00	0100-0000-341914
C1W.	CONSTABLE 1 WARRANT	1	9.24	9.24	0.00	0.00	0.00	0.00	9.24	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	7	84.49	84.49	0.00	0.00	0.14	0.00	84.35	0.00	0.00	0.00	0100-0000-341913
C4W	CONSTABLE 4 WARRANT	1	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341914
C4W.	CONSTABLE 4 WARRANT	67	1,962.21	1,735.21	131.99	0.00	140.10	0.00	1,463.12	127.00	0.00	100.00	0100-0000-341914
CCC	CONSOLIDATED COURT (	352	9,554.85	9,473.77	1,146.29	0.00	1,246.66	0.00	7,080.82	70.40	10.68	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	352	718.35	712.26	85.89	0.00	93.53	0.00	532.84	5.28	0.81	0.00	0360-0000-341150
CHS2	COURTHOUSE SECURITY	1	1.00	1.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0361-0000-341154
CHS2A	COURTHOUSE SECURITY	348	236.44	234.41	28.63	0.00	30.17	0.00	175.61	1.76	0.27	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	1	0.50	0.50	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0399-0000-208730
COM	COMMITMENT	33	51.68	47.88	9.46	0.00	7.31	0.00	31.11	3.80	0.00	0.00	0100-0000-341804
CWF	WILLIAMSON COUNTY W	20	232.03	182.03	8.61	0.00	37.70	0.00	135.72	0.00	0.00	50.00	0100-0000-341804
FA	FUGITIVE APPREHENSIOI	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0399-0000-208170
GTWF	GEORGETOWN POLICE D	1	4.16	4.16	0.00	0.00	0.00	0.00	4.16	0.00	0.00	0.00	0100-0000-341804
HISDPD	HUTTO ISD POLICE DEPT	2	10.00	10.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	4	77.04	77.04	0.00	0.00	0.00	0.00	77.04	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	347	471.85	467.79	57.27	0.00	60.36	0.00	350.16	3.52	0.54	0.00	0399.0000.208703
JCD	JUVENILE CRIME & DELI	1	0.50	0.50	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	327	1,146.23	1,136.08	143.19	0.00	150.88	0.00	842.01	8.80	1.35	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	352	957.81	949.69	114.54	0.00	124.71	0.00	710.44	7.04	1.08	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	350	949.81	941.69	114.54	0.00	120.71	0.00	706.44	7.04	1.08	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	350	1,421.68	1,409.50	171.83	0.00	181.06	0.00	1,056.61	10.56	1.62	0.00	0399-0000-208352
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
MV	STATE CIVIL JUSTICE DA	188	14.06	13.95	1.61	0.00	2.42	0.00	9.92	0.08	0.03	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	6	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208850
REL	RELEASE	33	51.68	47.88	9.46	0.00	7.31	0.00	31.11	3.80	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	8	128.26	90.66	17.64	0.00	0.00	0.00	73.02	37.60	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	4	950.00	950.00	0.00	0.00	0.00	0.00	950.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	187	4,019.79	4,019.79	396.64	0.00	756.70	0.00	2,866.45	0.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	11	25.48	25.48	0.00	0.00	0.70	0.00	24.78	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	37	97.13	91.73	15.00	0.00	13.50	0.00	63.23	5.40	0.00	0.00	0100-0000-341914
TP	TIME PAYMENT	130	1,794.50	1,699.25	320.56	0.00	120.31	0.00	1,258.38	38.50	6.75	50.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	303	435.10	433.04	57.27	0.00	59.12	0.00	316.65	1.52	0.54	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	1	19.80	19.80	0.00	0.00	0.00	0.00	19.80	0.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	31	1,633.31	1,475.61	0.00	0.00	71.23	0.00	1,404.38	157.70	0.00	0.00	0100-0000-207027

Detailed report has been sent to Auditor's Office.

TOTALS SUMMARY	4997	75,986.56	73,521.96	9,498.50	0.00	6,902.96	0.00	57,120.50	$2,393.60	71.00	1,123.10

Direct Deposit	$0.00			**HB2398**	$0.00	
Cash	$9,498.50			**CSR Credit**	$71.00	**Post for Refund** $0.00
Checks	$0.00			**Jail Credit**	$2,393.60	
Money Orders	$6,902.96					**Over Payments** $0.00
Credit Cards :	$57,120.50	**Escrow Payments**	$0.00	**Non-Monetary**	$1,123.10	
TOTAL CURRENCY	$73,521.96	**ESCROW PAID**	$0.00	**TRAN. FEES**	$0.00	**TOTAL** $3,587.70	**TOTAL PAID** $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 12/01/2017-12/31/2017

Date Printed: 1/9/2018
Time Printed: 4:18:51PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209600		832.00	638.00	0.00	0.00	0.00	1,470.00
0100-0000-341804		576.91	1,985.44	95.20	0.00	0.00	2,657.55
0100-0000-341911		0.00	9.24	0.00	0.00	0.00	9.24
0100-0000-341913		0.14	84.35	0.00	0.00	0.00	84.49
0100-0000-341914		308.04	1,601.13	236.20	0.00	0.00	2,145.37
0100-0000-351304		8,424.20	32,511.15	2,868.00	0.00	0.00	43,803.35
0360-0000-341150		179.42	532.84	6.09	0.00	0.00	718.35
0361-0000-341154		58.80	176.61	2.03	0.00	0.00	237.44
0372-0000-341144		239.25	710.44	8.12	0.00	0.00	957.81
0399-0000-208160		2,392.95	7,080.82	81.08	0.00	0.00	9,554.85
0399-0000-208170		0.00	5.00	0.00	0.00	0.00	5.00
0399-0000-208180		0.00	0.50	0.00	0.00	0.00	0.50
0399-0000-208235		235.25	706.44	8.12	0.00	0.00	949.81
0399-0000-208300		0.00	15.00	0.00	0.00	0.00	15.00
0399-0000-208352		352.89	1,056.61	12.18	0.00	0.00	1,421.68
0399-0000-208400		219.58	631.85	1.35	0.00	0.00	852.78
0399-0000-208425		1,153.34	2,866.45	0.00	0.00	0.00	4,019.79
0399-0000-208500		0.00	2.00	0.00	0.00	0.00	2.00
0399-0000-208730		0.00	0.50	0.00	0.00	0.00	0.50
0399-0000-208850		0.00	0.00	0.00	0.00	0.00	0.00
0399-0000-208860		440.87	1,258.38	95.25	0.00	0.00	1,794.50
0399.0000.208703		117.63	350.16	4.06	0.00	0.00	471.85
0399-0000-208415		4.03	9.92	0.11	0.00	0.00	14.06
0100-0000-207027		71.23	1,404.38	157.70	0.00	0.00	1,633.31
01.0100.0000.207017	DLQ FEE	384.47	2,324.63	0.00	0.00	0.00	2,709.10
0103690000370000	JUVENILE CASE MANAGER FUND	294.07	842.01	10.15	0.00	0.00	1,146.23
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	116.39	316.65	2.06	0.00	0.00	435.10
TOTALS :		16,401.46	57,120.50	3,587.70	0.00	0.00	77,109.66

Detailed report has been sent to Auditor's Office.

CRIMINAL

Commissioners Court - Regular Session **8.**

Meeting Date: 01/16/2018

Asset Auction Monthly 1/16/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Departments monthly report of asset dispositions through auction for the period of 12/5/2017 through 1/10/2018.

Background

Please see the attached list which shows all assets for auction approved by Purchasing from 12/5/17 through 1/10/18.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Monthly asset list

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/10/2018 11:01 AM
County Judge Exec Asst.	Wendy Coco	01/10/2018 11:12 AM
Form Started By: Jayme Jasso		Started On: 01/10/2018 09:56 AM
Final Approval Date: 01/10/2018		

Item	Serial Number	Court date	Quantity	Dept.
Laptop Bag		1/16/2018	1	IT
Tool Bag		1/16/2018	1	IT
Samsung VCR/DVD player	6RAL530475M	1/16/2018	1	CA
6 ft Tree		1/16/2018	1	CA
Standing, Rotating fan		1/16/2018	1	Auditor
Desk with return		1/16/2018	1	Const. #1
Round table		1/16/2018	1	Const. #1
Oval table		1/16/2018	1	Const. #1
Rolling Office chairs w/ arms		1/16/2018	15	HR
Office task chairs w/o arms		1/16/2018	10	HR
Office desk 295		1/16/2018	1	Parks
Office Chair		1/16/2018	1	Parks
Blue Office chair		1/16/2018	1	Parks
Old IBM computer table		1/16/2018	1	Parks
Chairs		1/16/2018	7	CC#3
Desks		1/16/2018	2	CC#3
White Fridge		1/16/2018	1	CSCD
Red cloth chairs		1/16/2018	4	CSCD
Office Chairs		1/16/2018	6	CSCD
Red cloth chairs		1/16/2018	12	CSCD
Lateral filing cabinets		1/16/2018	2	CSCD
5 drawer filing cabinets		1/16/2018	3	CSCD
Desk credensa		1/16/2018	2	CSCD
Stackable trays		1/16/2018	45	CSCD
Various office supplies		1/16/2018	15	CSCD
Shotgun rack for 2005 Crown Vic		1/16/2018	1	Const. #2
Mobile Vision in car camera	106142	1/16/2018	1	Const. #2
Mobile Vision body mic for in car camera	94291	1/16/2018	1	Const. #2
Mobile Vision charging dock for in car camera	CG03010072	1/16/2018	1	Const. #2
Koplin hard plastic rifle case 48in		1/16/2018	3	Const #2
Super Circuit MPEG4 DVR for analog CCTV cam.	8F0100210	1/16/2018	1	Const #2
Hon 3 drawer modular desk unit		1/16/2018	1	Const. #2
Hon 31in x 41in modular desk unit		1/16/2018	1	Const. #2
Hon adjustable desk chair w/ arm rests	M5749J	1/16/2018	1	Const. #2
LG desktop octopus auto dialer		1/16/2018	1	Const. #2
Dell keyboard KB212-S for auto dialer		1/16/2018	1	Const. #2
Dell ball mouse for auto dialer		1/16/2018	1	Const. #2
Bookshelves 5ft, 5 shelves, dark wood		1/16/2018	1	Auditor
Dell sound bar speakers		1/16/2018	1	Const. #2
Big Sky racks weapon mount for Crown Vic.		1/16/2018	1	Const.#2
Mobile Vision Voice link plus mic clip		1/16/2018	5	Const #2
Mobile Vision voice link plus control heads		1/16/2018	2	Const #2

Mobile Vision voice link plus car camera		1/16/2018	2	Const #2
Mobile Vision voice link plus mic batteries		1/16/2018	2	Const.#2
Mobile Vision Voice link plus mic charger		1/16/2018	5	Const. #2
Mobile Vision Voice link plus mic charger		1/16/2018	2	Const. #2
Mobile Vision Voice link plus mic model		1/16/2018	3	Const. #2
Mobile Vision Voice link plus mic batteries		1/16/2018	2	Const. #2
Power cords for voice link plus chargers		1/16/2018	3	Const. #2
Safariland Level II holster		1/16/2018	1	Const. #2
Bianchi magazine pouch		1/16/2018	1	Const. #2
Bianchi handcuff pouch		1/16/2018	1	Const. #2
Motorola radio pouches		1/16/2018	10	Const. #2
Uncle Mike's radio pouch		1/16/2018	1	Const. #2
Metal frame radio holder		1/16/2018	2	Const. #2
Motorola belt clips		1/16/2018	6	Const. #2
Accessory adapter and spare antenna		1/16/2018	1	Const. #2
Whelen dash light		1/16/2018	4	Const. #2
Whelen dash light		1/16/2018	2	Const. #2
Whelen dash light shrouds		1/16/2018	7	Const. #2
Sho-me dash light for 2005 crown vic		1/16/2018	2	Const. #2
Code 3 siren control box w/ PA mic		1/16/2018	1	Const. #2
Code 3 siren control box w/ PA mic		1/16/2018	1	Const. #2
Able 2 Auxilliary 3 outlet for lighter plug-in		1/16/2018	2	Const. #2
Sho-me speaker for 2005 Crown Vic		1/16/2018	1	Const. #2
Whelen siren speaker for Crown Vic		1/16/2018	1	Const. #2
Whelen emergency light		1/16/2018	1	Const. #2
Whelen emergency light		1/16/2018	1	Const. #2
Code 3 blue knight siren head		1/16/2018	1	Const. #2
Sho-me emergency light control box		1/16/2018	1	Const. #2
Dell 3330DN printer	3GG3KJ1	1/16/2018	1	Const. #3
1 burgundy chair		1/16/2018	1	SO
1 black chair		1/16/2018	1	SO
1 blue chair		1/16/2018	1	SO
2 drawer filing cabinets		1/16/2018	3	SO
4 drawer filing cabinets		1/16/2018	1	SO
Corkboards		1/16/2018	2	SO
Floor mats		1/16/2018	2	SO
Burgundy guest chairs		1/16/2018	2	SO
Black task chair		1/16/2018	1	SO
Dell monitors		1/16/2018	3	SO
Logitech keyboard and mouse		1/16/2018	2	SO
Misc. cords/ cables		1/16/2018	1	SO
Dell V275 printer		1/16/2018	1	SO
HP Officejet H470		1/16/2018	1	SO

Dell 17in monitors		1/16/2018	1	Fleet
HP Laserjet 4050N	36186	1/16/2018	1	Fleet
Dell 19in monitors		1/16/2018	1	Fleet
Keyboards/ mouse/ cables/ speakers	Box	1/16/2018	1	Fleet
Canon P23-DH V		1/16/2018	1	Fleet
Dell 22in monitor		1/16/2018	1	Fleet
Mobile Record Storage Unit	48 cabinets, 6 carriages and misc. parts	1/16/2018		DC
Tan 4-drawer filfing cabinet		1/16/2018	1	Const. #1
HP 950C Deskjet printer	MY04C16113	1/16/2018	1	Const. #1
HP Laserjet 4250	41728	1/16/2018	1	Const. #1
Keyboard		1/16/2018	1	Auditor

Commissioners Court - Regular Session **9.**

Meeting Date: 01/16/2018

Asset Auction 1/16/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) Dell Optiplex 740, (1) Dell Optiplex 780, (1) Dell Optiplex 740 and (1) Dell Optiplex 790 (see attached lists) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset auction 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/10/2018 11:35 AM
County Judge Exec Asst.	Wendy Coco	01/10/2018 02:58 PM
Form Started By: Jayme Jasso		Started On: 01/10/2018 10:47 AM
Final Approval Date: 01/10/2018		

FrmAudASCF01 revision 07/2014

Print Form

Williamson County
Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL OPTIPLEX 740 A#53282	GPND5L1		Working
1	DELL OPTIPLEX 780 56380	DP7PDQ1		Working
[redacted]	[redacted] 36186	[redacted]		Working
[redacted]	[redacted]			Non-Working
[redacted]	[redacted]			Working

Parties involved:

FROM (Transferor Department): FLEET SERVICES/882

Transferor - Elected Official/Department Head/ Authorized Staff:

EDWARD POSPISIL
Print Name

Edward Pospisil 1/4/18
Signature Date

Contact Person:

SAME
Print Name

+1 (512) 943-3343
Phone Number

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

RECEIVED
JAN - 4 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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 _____

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL OPTIPLEX 740 A#53281	JPND5L1		Working
1	DELL OPTIPLEX 790 64047	3ZRTTV1		Working
1	DELL 22 INCH MONITOR			Working

Parties Involved:

FROM (Transferor Department): FLEET SERVICES / 882

Transferor - Elected Official/Department Head/ Authorized Staff:

EDWARD POSPISIL
Print Name

Edward Pospisil 1/4/18
Signature Date

Contact Person:

SAME
Print Name

+1 (512) 943-3343
Phone Number

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

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

Print Name

Signature Date

RECEIVED
JAN - 4 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **10.**

Meeting Date: 01/16/2018

County Clerk continuing education hours

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

To consider and note in the minutes the completion of the required 20 hours of continuing education hours for County Clerk Nancy E. Rister as prescribed in Tx Govt Code 51.605.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CE Hrs Certificate 2017

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/10/2018 02:59 PM
Form Started By: Nancy Rister		Started On: 01/10/2018 02:28 PM
Final Approval Date: 01/10/2018		

COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

Nancy E. Rister

Williamson County, County Clerk

For completing the required 20 Hours of Continuing Education for 2017 as prescribed in Section 51.605 of the Texas Government Code.

In Witness therefore, recognition is hereby made this January 2018.

Tammy Kneuper, President

Jennifer Lindenzweig, Vice President

Commissioners Court - Regular Session **11.**

Meeting Date: 01/16/2018

Recognize completion of required continuing education hours for the Tax Assessor Collector

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to recognize completion of the required continuing education hours for the Williamson County Tax Assessor Collector.

Background

Receipt of certificate regarding completion of continuing education hours as required by the Texas Property Tax Code for Larry Gaddes, Williamson County Tax Assessor Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Gaddes CEU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2017 03:08 PM
Form Started By: Judy Kocian		Started On: 12/19/2017 07:57 AM
Final Approval Date: 12/19/2017		

TAX ASSESSOR-COLLECTOR
CONTINUING EDUCATION TRANSCRIPT
Reporting Period: 1/2/2017 - 1/1/2018

Hon. Larry Gaddes
Tax Assessor Collector
Williamson County
904 S Main St
Georgetown, TX 78626-5829

ID: 231060
Phone: (512) 943-1954
Fax: (512) 943-3578
Enrollment Date: 01/02/2017

Date	Course	Units
01/02/2017	Completed New Tax Assessor-Collector Orientation on 06/12/2017	0.00
02/17/2017	TAAO Capitol Chapter	2.00
02/19/2017	Texas Association of Appraisal Districts Conference	9.75
02/28/2017	2017 Basics of County Investments Course	22.50
04/19/2017	Coastal Bend Regional Meeting	2.50
05/10/2017	Intro to Property Tax Appraisal	20.00
06/04/2017	Tax Assessor-Collector Association Conference	13.25
06/08/2017	Ethics for County Tax Assessor-Collectors Course at TACA Con	0.00
09/14/2017	Bluebonnet Regional Meeting	4.00
11/08/2017	LBJ School Human Resource Management Institute	6.50
11/14/2017	VG Young School for Tax Assessor-Collectors	14.00

Total Hours for year: 94.50

You have met your continuing education requirements for the period 1/2/2017 - 1/1/2018.

You may carry forward 10.00 hours to the next reporting period.

SB546 of the 83rd Regular Legislative Session requires a County Tax Assessor-Collector to successfully complete 20 hours of continuing education annually. Up to 10 additional hours, over the required 20, will be carried forward into the next reporting period. This transcript/certificate is evidence of compliance with Texas Property Tax Code Section 6.231(d,) and must be filed for record with Commissioners Court.

12/13/2017

Please contact the Tax Assessor-Collectors Association Director of Education by email @ roving@brazoria-county.com with any questions.

Commissioners Court - Regular Session **12.**

Meeting Date: 01/16/2018

Property Tax Collections - December 2017

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax collections for the month of December 2017 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

120117-123117 GWI-RFM

120117-123117 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/10/2018 02:59 PM
Form Started By: Cathy Atkinson		Started On: 01/10/2018 02:41 PM
Final Approval Date: 01/10/2018		

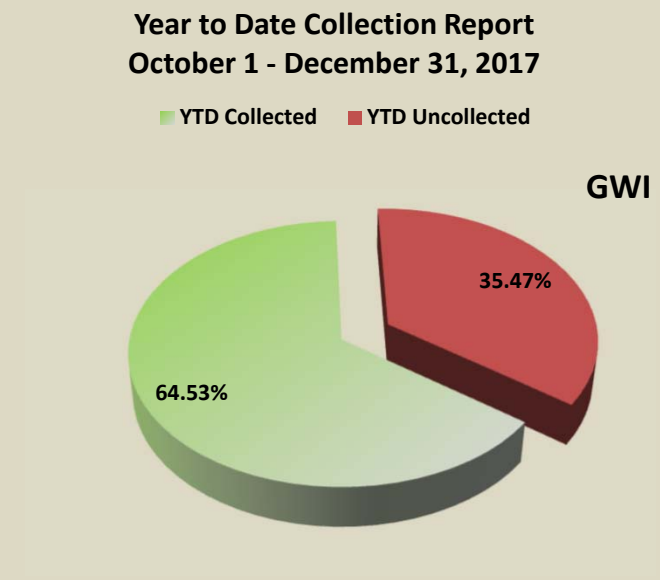
YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
December 31, 2017

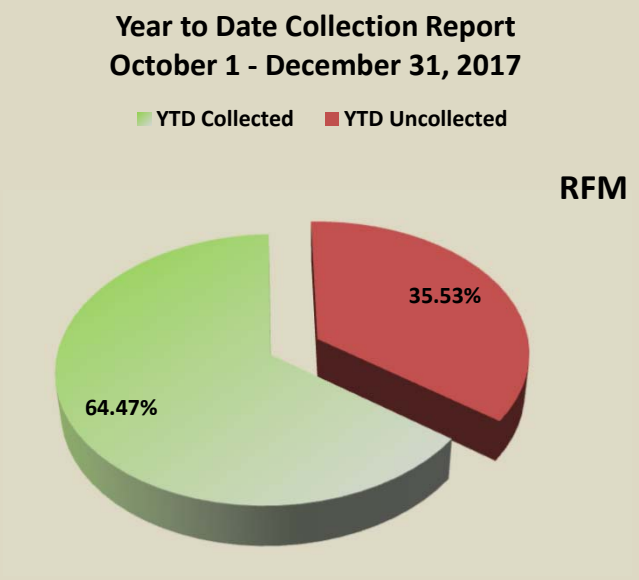
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2017	$244,690,088.70	$396,418.51	$245,086,507.21	$138,556,776.10	$0.00	($4.38)	$86,937,156.49	$158,149,350.72	64.53%	64.53%	64.79%
2016 & Prior	$1,986,312.80	($80,302.82)	$1,906,009.98	$61,165.42	$19,557.46	$2,356.07	$1,691,324.11	$214,685.87	11.26%	15.02%	
Rollbacks	$288,563.47	$553,225.91	$841,789.38	$196,758.41	$0.00	$0.26	$496,089.97	$345,699.41	41.07%	41.07%	
Total All	$246,964,964.97	$869,341.60	$247,834,306.57	$138,814,699.93	$19,557.46	$2,351.95	$89,124,570.57	$158,709,736.00	64.04%	64.07%	

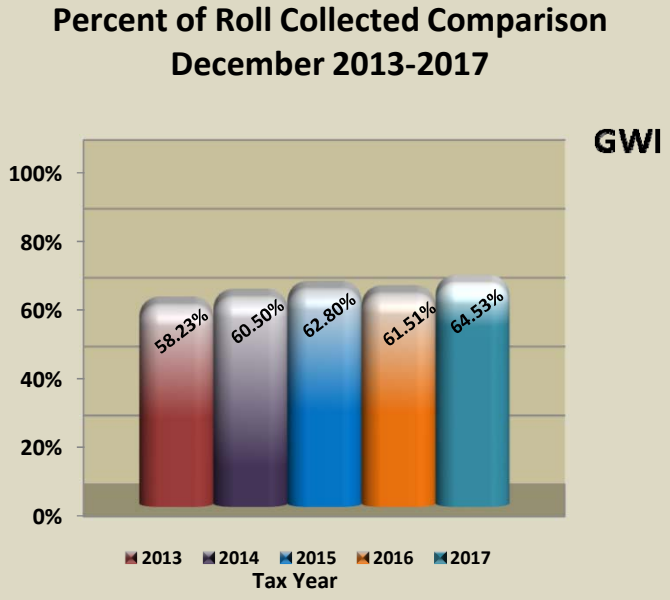
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2017	$22,761,673.50	$39,226.79	$22,800,900.29	$12,877,006.92	$0.00	($0.03)	$8,101,855.51	$14,699,044.78	64.47%	64.47%	64.72%
2016 & Prior	$168,664.29	($6,594.33)	$162,069.96	$5,816.32	$1,826.89	$212.42	$141,753.34	$20,316.62	12.54%	16.55%	
Rollbacks	$25,120.98	$48,912.01	$74,032.99	$17,368.30	$0.00	$0.02	$43,596.41	$30,436.58	41.11%	41.11%	
Total All	$22,955,458.77	$81,544.47	$23,037,003.24	$12,900,191.54	$1,826.89	$212.41	$8,287,205.26	$14,749,797.98	64.03%	64.05%	

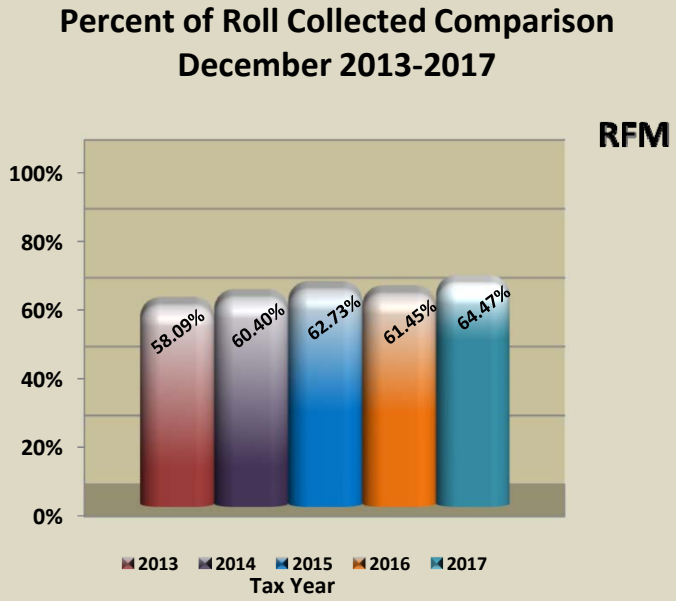
2017 COMBINED MONTHLY BREAKDOWN

Oct-17	$269,920,423.74	$553,492.70	$270,473,916.44	$9,831,927.33	$37,739.92	$564.42	$260,641,424.69	$9,832,491.75
Nov-17	$270,473,916.44	$412,042.93	$270,885,959.37	$11,909,015.73	$18,907.00	$570.67	$249,143,881.22	$21,742,078.15
Dec-17	$270,885,959.37	($14,649.56)	$270,871,309.81	$151,714,891.47	$21,384.35	$2,564.36	$97,411,775.83	$173,459,533.98


Year to Date Collection Report
October 1 - December 31, 2017
YTD Collected
YTD Uncollected
GWI
35.47%
64.53%


Year to Date Collection Report
October 1 - December 31, 2017
YTD Collected
YTD Uncollected
RFM
35.53%
64.47%


Percent of Roll Collected Comparison
December 2013-2017
GWI
100%
80%
60%
40%
20%
0%
58.23%
60.50%
62.80%
61.51%
64.53%
2013
2014
2015
2016
2017
Tax Year


Percent of Roll Collected Comparison
December 2013-2017
RFM
100%
80%
60%
40%
20%
0%
58.09%
60.40%
62.73%
61.45%
64.47%
2013
2014
2015
2016
2017
Tax Year

Commissioners Court - Regular Session **13.**

Meeting Date: 01/16/2018

Property Tax Refunds - Over 2500 - December 2017

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 for the month of December 2017 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

120117-123117 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/10/2018 02:59 PM
Form Started By: Cathy Atkinson		Started On: 01/10/2018 02:51 PM
Final Approval Date: 01/10/2018		

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: January 10, 2018

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

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

Annex Locations:

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

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

Property Tax
Account QuickReport
As of December 31, 2017

Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers				
12/14/2017	64004	WILLIAMSON COUNTY TAX OFFICE	R424156 - Double payment - Pay back	-4,414.53
12/14/2017	64005	LERETA	Multiple Accounts - Over & Double payments	-95,726.37
12/14/2017	64006	SEVEN 05 INVESTMENTS LLC	R074056 - Double payment	-6,851.40
12/14/2017	64016	INDEPENDENCE TITLE	Multiple Accounts - Double payments	-58,075.43
12/14/2017	64022	DOUG AND CONCETTA RAYMOND	R549289 - Double Payment	-8,045.79
12/14/2017	64037	CLINT J HARRIS	R507695 - Double Payment	-4,848.04
12/27/2017	64357	BALDWIN BROTHERS, INC	R379588 - Overpayment	-3,050.92
12/27/2017	64365	RANDOLPH-BROOKS FEDERAL CREDIT UNION	Multiple Accounts - Overpayments	-7,538.58
12/28/2017	64370	CORELOGIC	Multiple Accounts - Over & Double payments	-1,066,926.93
12/28/2017	64400	WELLS FARGO REAL ESTATE TAX SERVICES LLC	Multiple Accounts - Over & Double payments	-44,095.01
12/28/2017	64401	INDEPENDENCE TITLE	R424156 - Overpayment	-4,414.53
12/28/2017	64405	THIRUVANMUIR & RENUKA CHANDRASEKAR	R442440 - Double payment	-4,878.88
12/28/2017	64406	RUOXIN JIANG	R058181 - Double payment	-7,211.88
12/28/2017	64413	AFFILIATED BANK	R428748 - Double payment	-7,019.30
12/28/2017	64414	CORELOGIC	Multiple Accounts - Over & Double payments	-5,066.49
Total Refunds Payable - Taxpayers				-1,328,164.08
TOTAL				**-1,328,164.08**

Commissioners Court - Regular Session **14.**

Meeting Date: 01/16/2018

Alliance Transportation Group Supplemental 2 to WA 1 Engineering Services for Williamson County Long Range Transportation Plan

Submitted For: Robert Daigh **Submitted By:** Sarah Ramos, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 under Williamson County Contract between Alliance Transportation Group, Inc. and Williamson County dated October 19, 2016 for Engineering Services for Williamson County Long Range Transportation Plan. This supplemental is to extend the expiration date to December 30, 2018. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance LRTP - Supplemental 2 to WA1 -Eng. Srv

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/10/2018 02:58 PM
Form Started By: Sarah Ramos		Started On: 01/10/2018 11:53 AM
Final Approval Date: 01/10/2018		

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

Engineering Services for Williamson County Long Range Transportation Plan

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 19, 2016 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective October 19, 2016 (the "Work Authorization");

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

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

AGREEMENT

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

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

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

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

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

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

ENGINEER:

By: Gayle L Heath
Signature

Gayle L. Heath
Printed Name

CEO
Title

1-09-18
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

Attachment C - Work Schedule

The completed draft report is due December 30, 2018.

Commissioners Court - Regular Session **15.**

Meeting Date: 01/16/2018

Road Bond Program Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge the January 2018 Construction Summary Report for the Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

January 2018 CSR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 01:16 PM
Form Started By: Dawn Haggard		Started On: 01/11/2018 08:43 AM
Final Approval Date: 01/11/2018		

ROAD BOND PROGRAM

Construction Summary Report

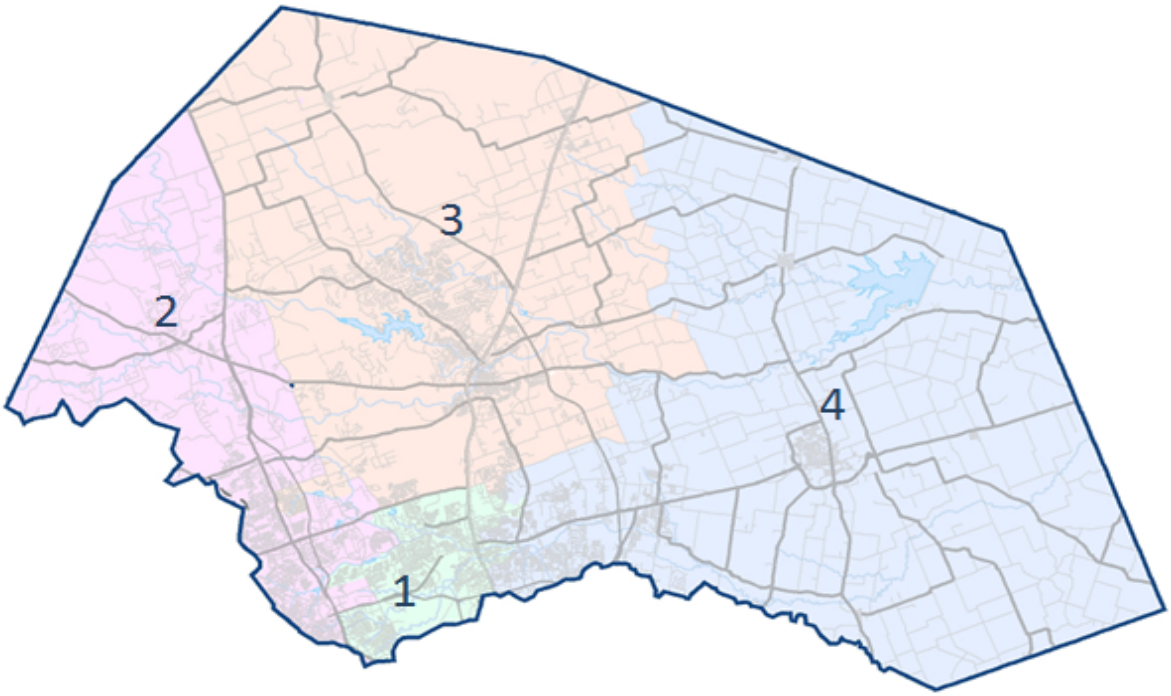
County Judge
Dan Gattis

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Larry Madsen

January 2018

WWW.ROADBOND.ORG

Volume XVII - Issue No.01



Presented By:

PRIME STRATEGIES, INC.

HNTB

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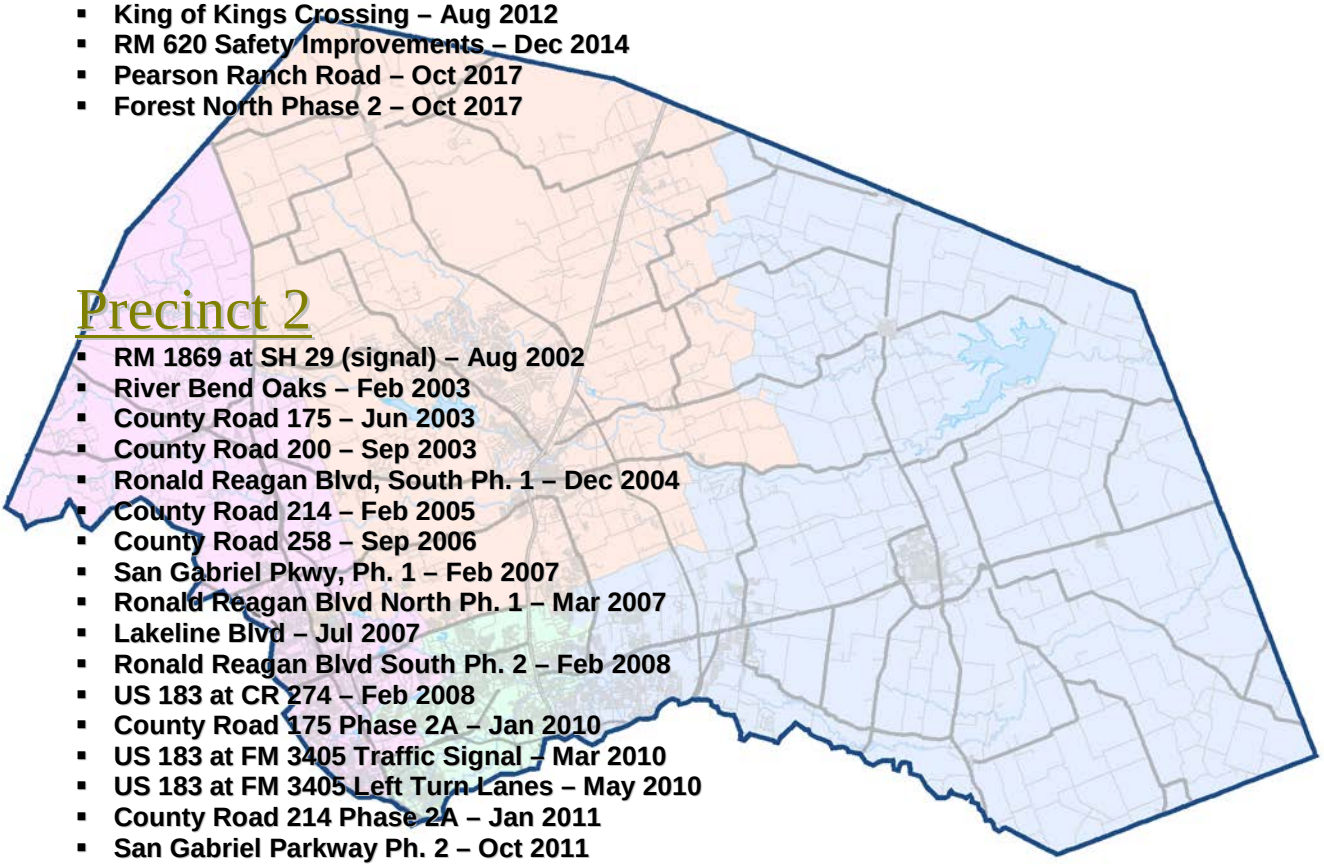
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF DECEMBER 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**

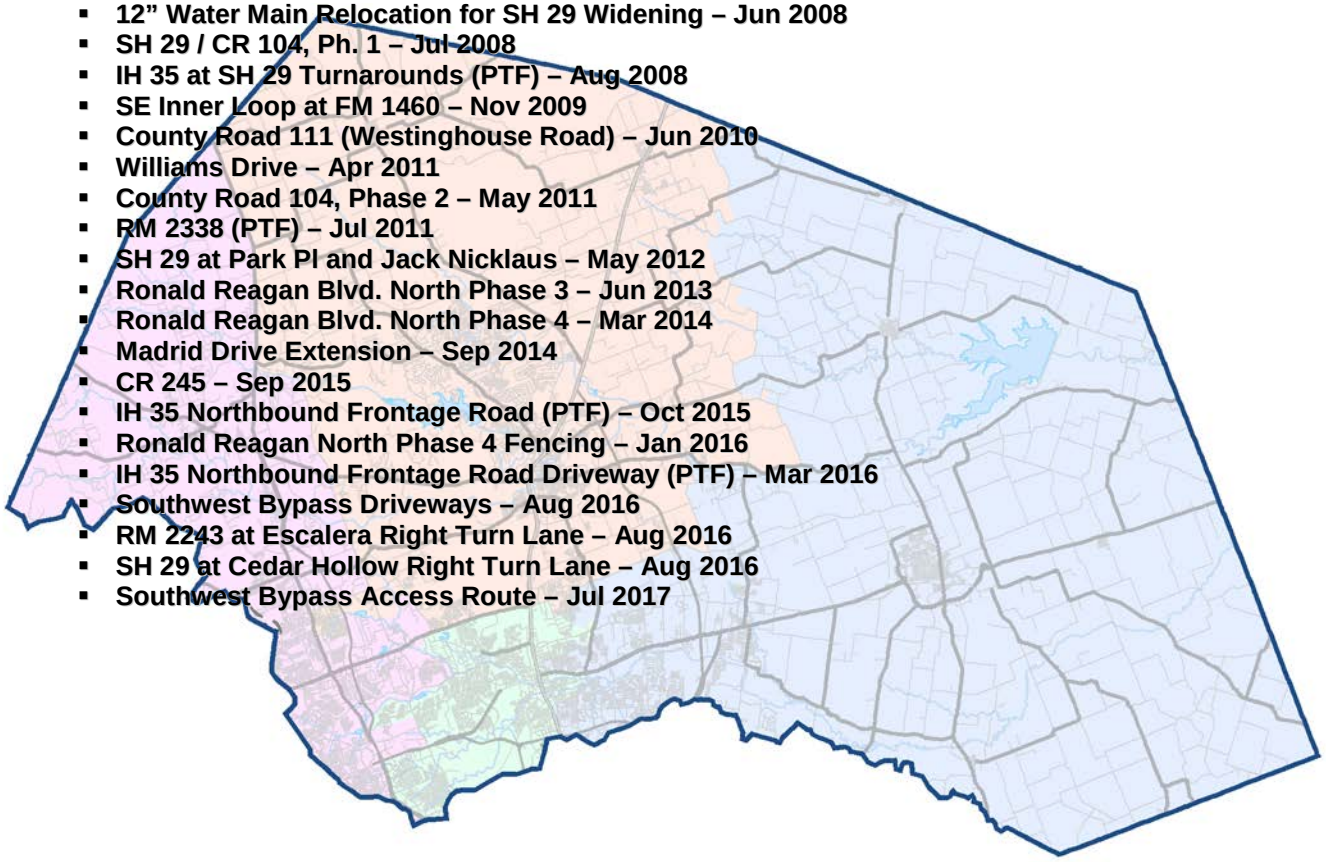
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF DECEMBER 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**



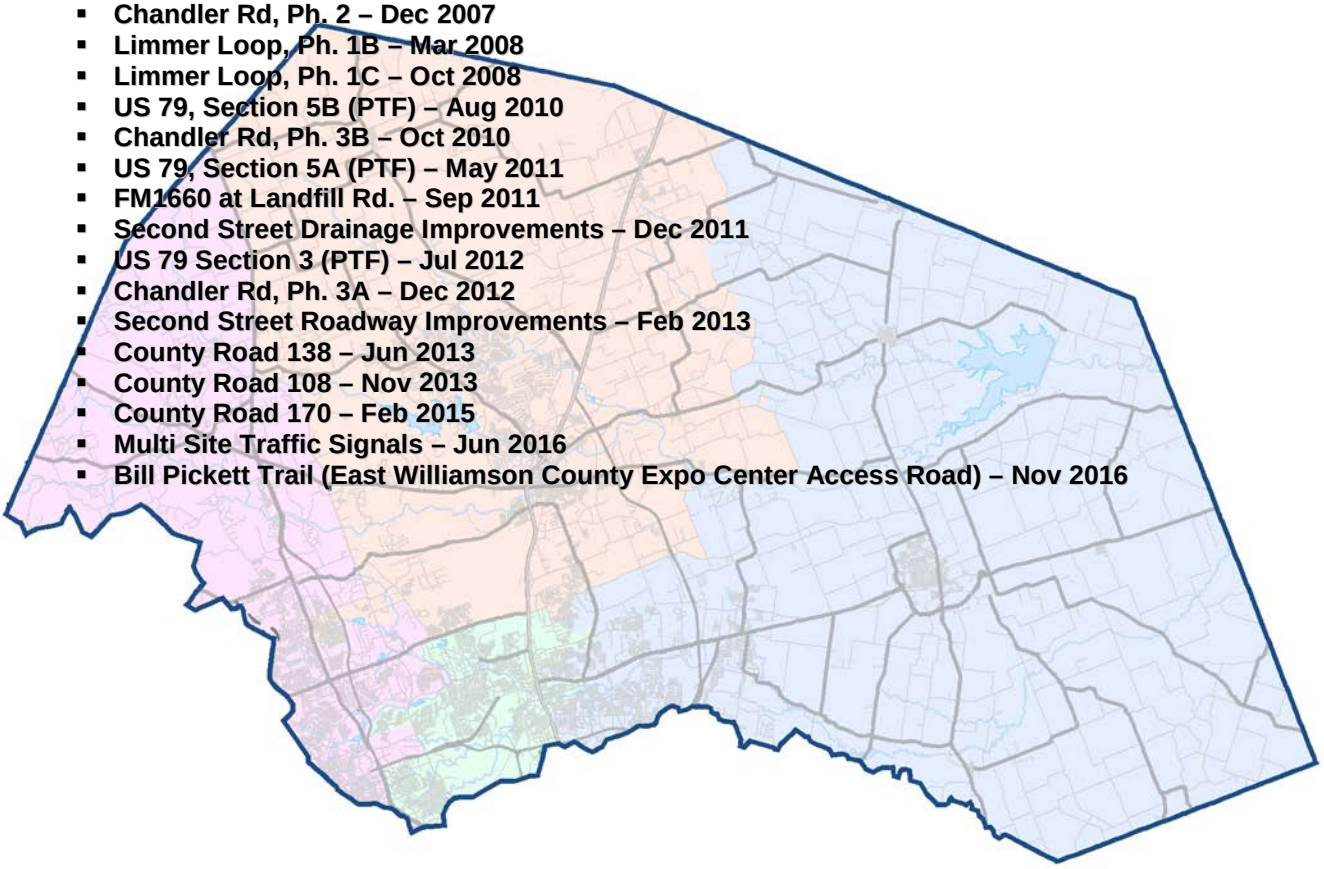
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

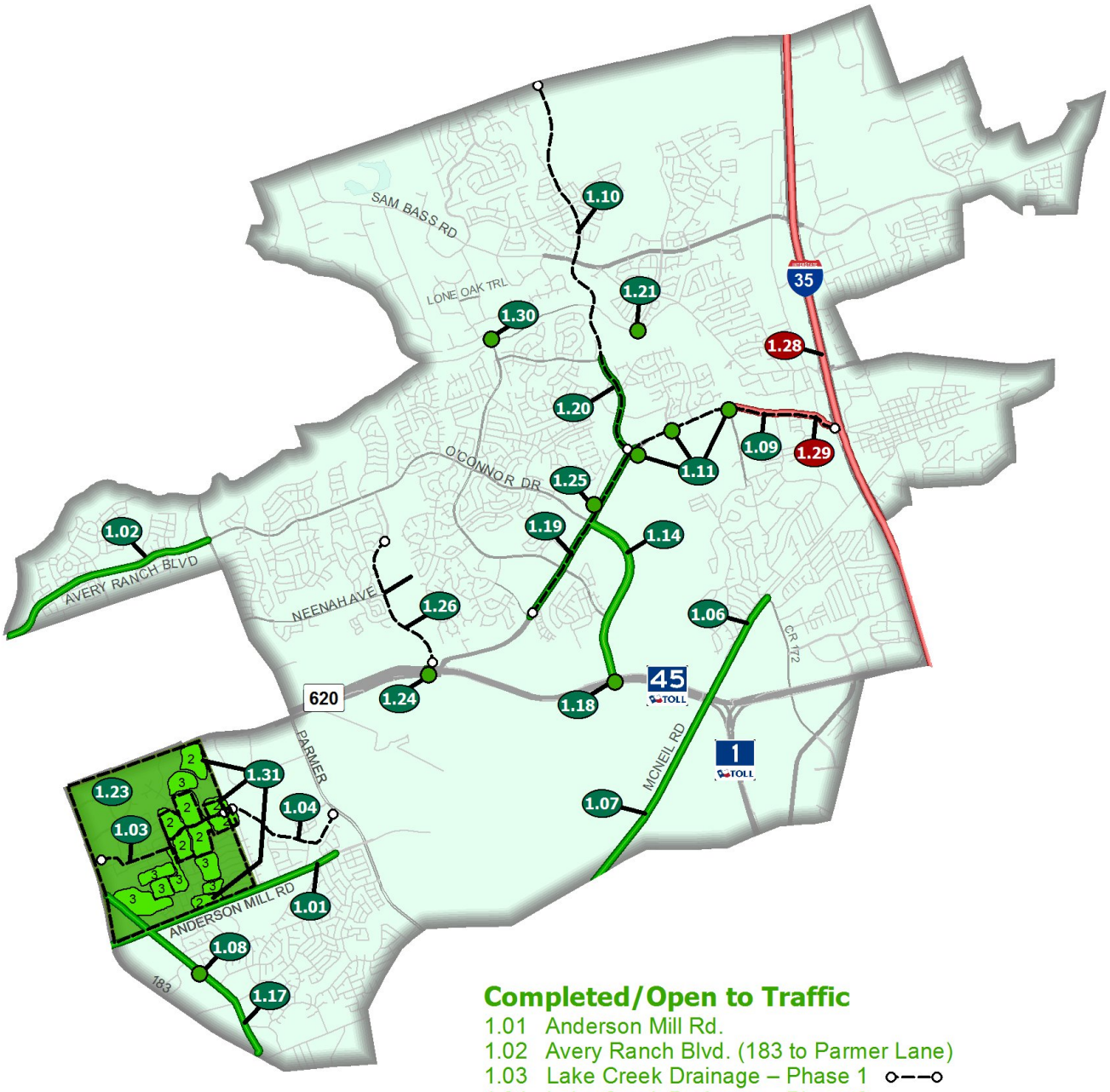
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF DECEMBER 2017

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



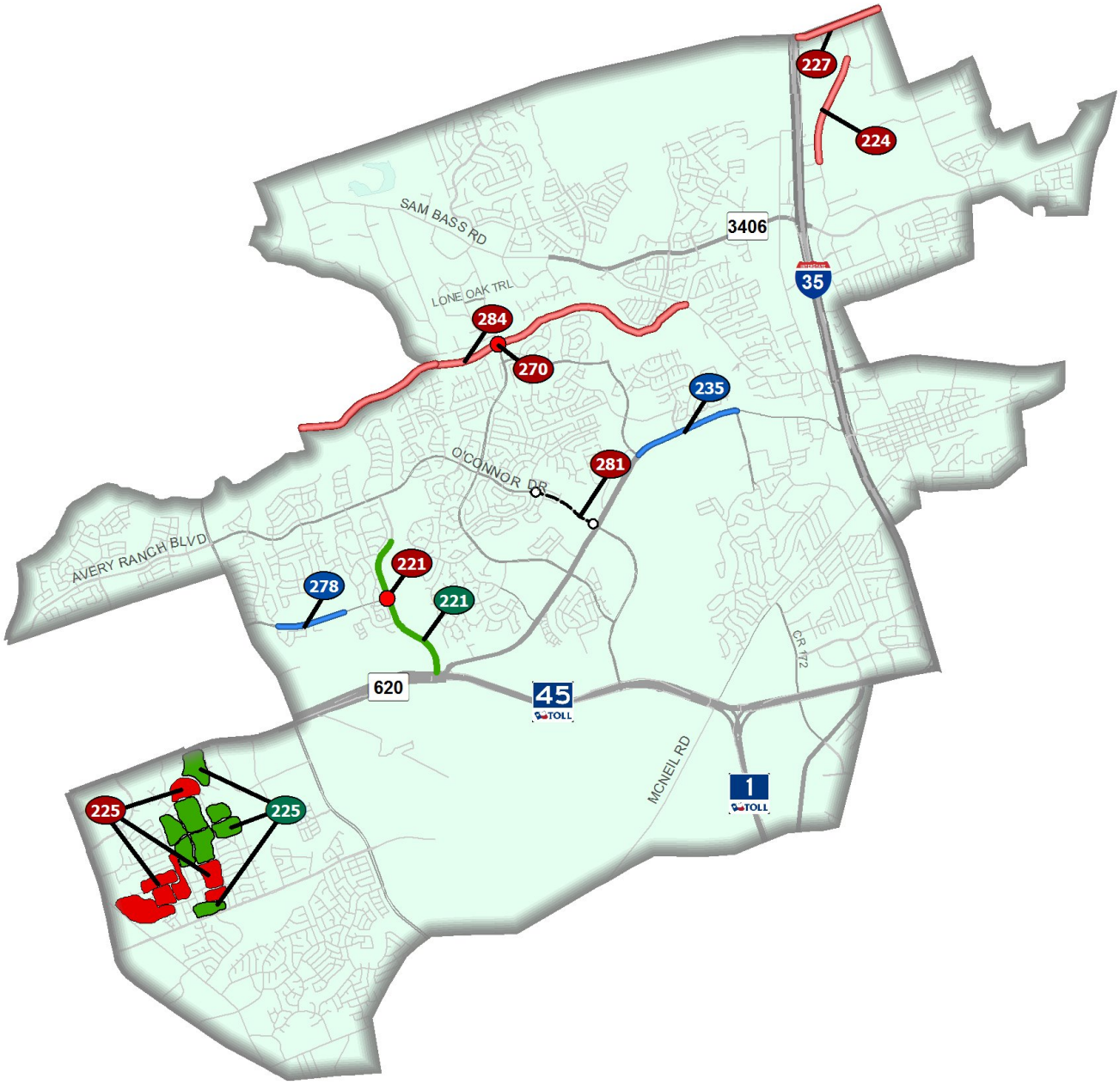
Completed/Open to Traffic

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
1.30 Great Oaks at Brushy Creek (design)
1.31 Forest North Drainage Improvements - Phase 2 (design)
1.31 Forest North Drainage Improvements - Phase 3 (design)

In Design

1.28 IH 35 Operational Analysis
1.29 RM 620 (IH 35 to Deep Wood Dr.)

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

221 Pearson Ranch Road (Signal)
224 North Mays Street Extension (La Paloma to Oakmont Dr.)
225 Forest North Drainage Improvements - Phase 3
227 University Blvd Widening (IH 35 to Sunrise Rd.)
270 Great Oaks at Brushy Creek
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

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
6/9/2016	7/1/2016	8/1/2016	8/11/2016	10/18/2017			600	35	635

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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
15	10/1/2017	10/31/2017	31	$98,274.32	$3,534,288.00	$5,172.34	$186,015.16	96	70

12/29/2017 Comments - The Certificate of Completion was issued 11/2/2017. The Contractor has submitted As-Builts and is working on Close Out

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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 overruning 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).

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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 overruning 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).

Change Order Number	Approved	Cost This CO	Total COs
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 SH 45 ROW)
Project No. 1607-102

Original Contract Price = $4,516,178.77

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
9/20/2016	10/11/2016	11/18/2016	11/28/2016	10/13/2017			330	0	330

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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
12	10/1/2017	10/31/2017	14	$169,295.90	$4,011,010.02	$8,910.31	$211,105.77	95	97
13	11/1/2017	11/30/2017	0	$27,717.20	$4,038,727.22	$1,458.80	$212,564.57	96	97

12/29/2017 Comments - Punchlist items have been complete. The Certificate of Completion was issued as of 11/27/2017.

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

4B: Third Party Accommendation. 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.

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

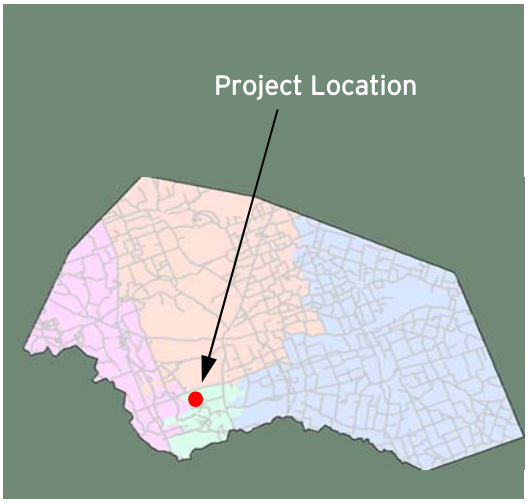
2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order revises the pay items for the intersection tie-in work at Neenah Avenue and Pearson Ranch Road. The tie-in location was adjusted 25' to provide a smooth profile through the intersection.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

Change Order Number	Approved	Cost This CO	Total COs
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



DECEMBER 2017 IN REVIEW

12/08/2017: Cox Commercial Construction placed concrete inverts in inlets on Oakwoods and between Oakwoods and Oaklands. Subcontractor Austin Traffic Signal drilled for pedestrian poles and placed concrete in the traffic signal foundation, controller box foundation and pedestrian pole foundation at the northwest corner of the Hospital Entrance. Subcontractor Austin Materials placed prime coat on flexible base from Deep Wood to Oakwoods.

12/15/2017: Subcontractor Austin Materials placed asphalt on lanes 1 & 2 and the turn lanes between Deep Wood and Oakwoods. Subcontractor Austin Traffic Signal set controller boxes at Deep Wood, Oaklands and the Hospital Entrance. Austin Traffic Signals placed a traffic signal pole at Oakwoods and electrical wiring at Deep Wood. Subcontractor KLR Drilling bored conduit on Oaklands for the sign relocation.

12/22/2017: An 18" reinforced concrete pipe was installed across Oaklands. A sign was relocated for Oaklands. Subcontractor Austin Traffic Signal drilled a pedestrian pole foundation at northeast corner of the Hospital Entrance.

12/29/2017: Excess material was removed from the site. Subcontractor Austin Traffic Signal continued to drill a pedestrian pole foundation.



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

Williamson County Road Bond Program

HNTB

PRIME STRATEGIES, INC.

RM 620 Safety Improvements (Wyoming Springs to Deep Wood)
Project No. 1608-108

Original Contract Price = $6,082,225.70

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
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	$368,485.34	$3,172,967.24	52	61
10	10/1/2017	10/31/2017	31	$299,932.60	$3,472,899.84	57	69
11	11/1/2017	11/30/2017	30	$234,228.72	$3,707,128.56	61	76

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

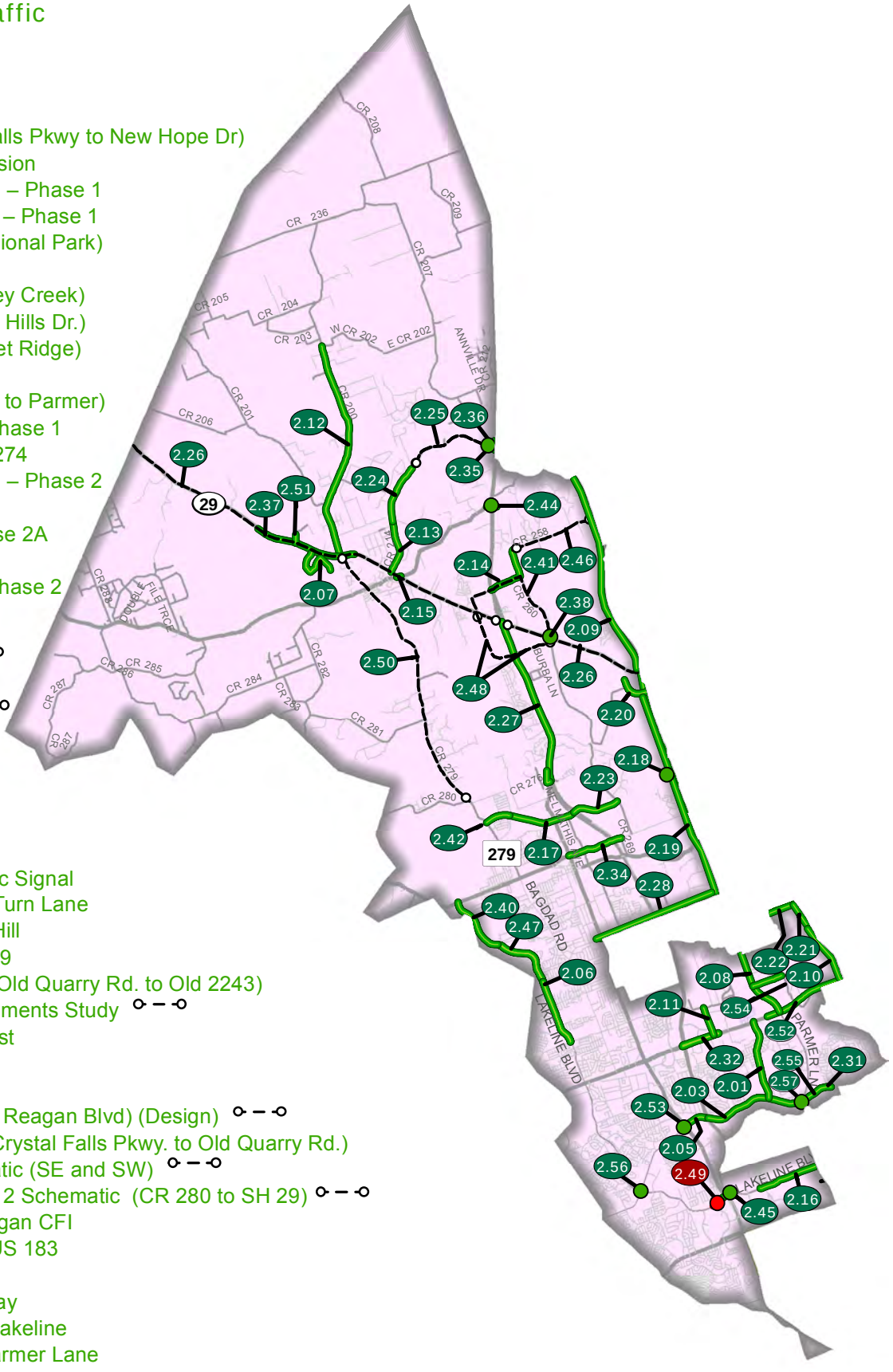
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order adds revisions to the drainage system along Oaklands Drive, and the west end connection to the existing box culvert. 3H: County Convenience. Cost savings opportunity discovered 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

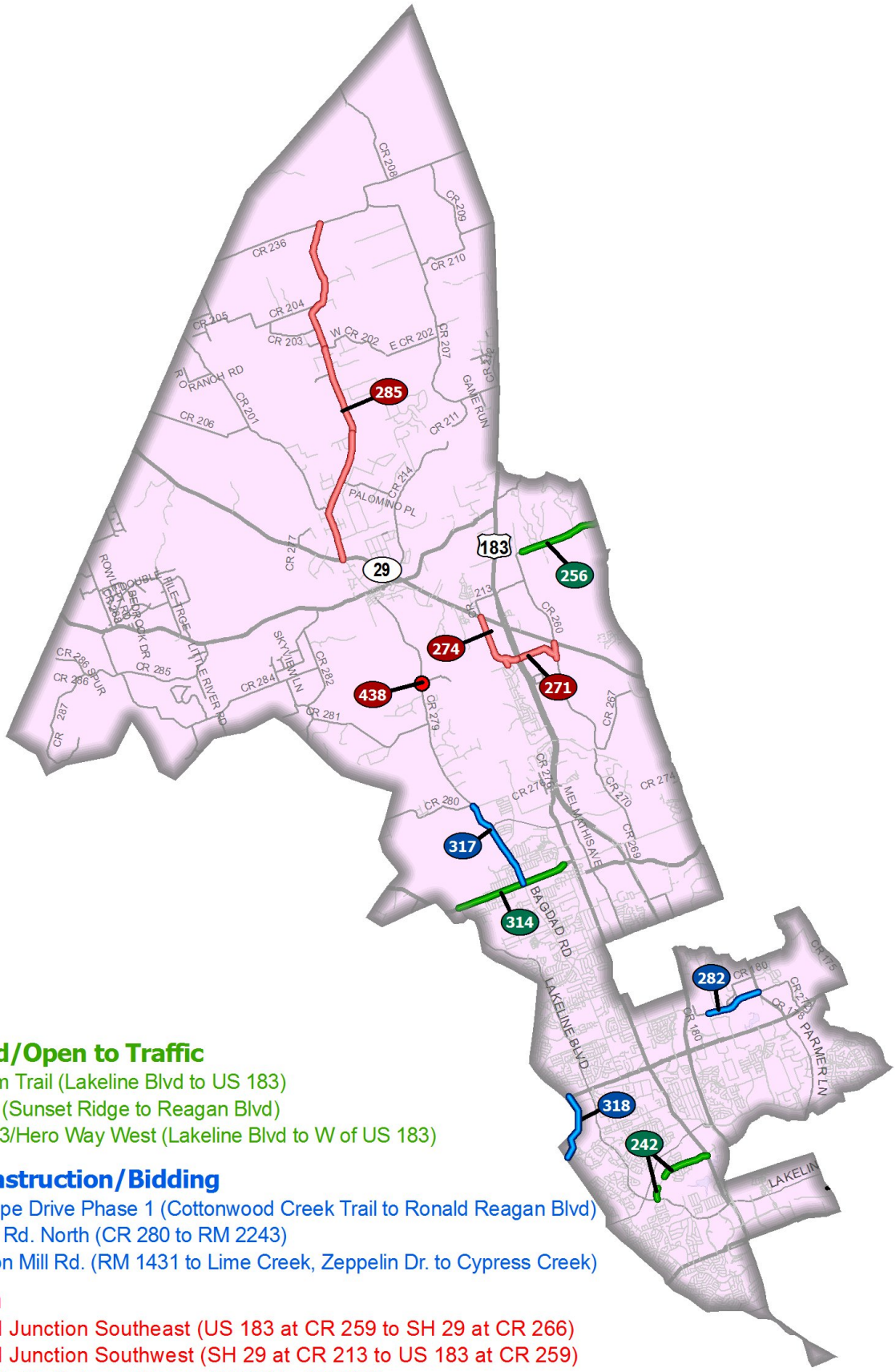
2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
2.10 CR 175 (RM 1431 to Regional Park)
2.11 CR 185
2.12 CR 200 (CR 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 Schematic
2.26 SH 29 Improvements Study & Schematic
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)
314 Old 2243/Hero Way West (Lakeline Blvd to W of US 183)

Under Construction/Bidding

282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Blvd)
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)
Project No. 1603-062 Original Contract Price = $5,808,856.58

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
4/20/2016	5/10/2016	7/29/2016	8/8/2016	7/25/2017			360	4	364

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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	39	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	53	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	95	97
15	9/1/2017	9/30/2017	0	$1,997.73	$5,682,750.20	$40.77	$115,974.49	95	97
16	10/1/2017	10/31/2017	0	$33,430.15	$5,716,180.35	$682.25	$116,656.74	96	97
17	11/1/2017	11/30/2017	0	$1,011.36	$5,717,191.71	$20.64	$116,677.38	96	97
18	12/1/2017	12/31/2017	0	$493.92	$5,717,685.63	$9.93	$116,687.31	96	97

12/29/2017 Comments - Substantial Completion was issued as of 7/25/2017. Vegetation establishment is the remaining punchlist item.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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 HMAC PG 70-22 to one 2" lift of Type C HMAC PG 64-22 and one 1.5" lift of Type D HMAC PG 64-22 and deletes the one course surface treatment on Ronald Reagan.

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

2C: Differing Site Conditions (Unforseeable). New development (conditions changing after PS&E completed). 4B: Third Party Accommodation. Third part 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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
07	6/6/2017	48,426.44	220,586.13

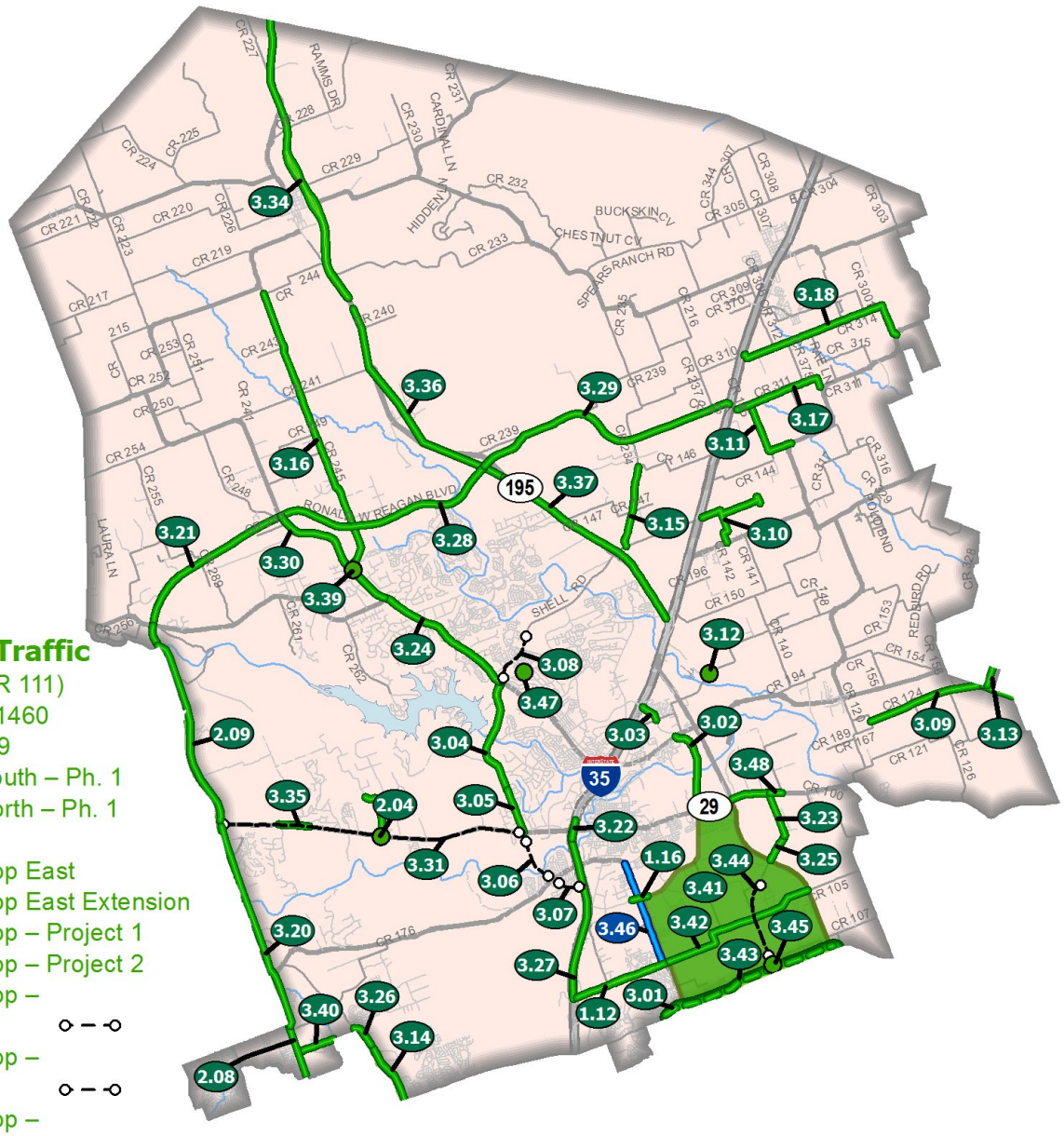
2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature. Ground water was encountered at the east end of the project while excavating to subgrade on the proposed eastbound half of the project. After several days of pumping, cutting trenches, excavating, and reworking 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.

Change Order Number	Approved	Cost This CO	Total COs
08	11/7/2017	47,221.90	267,808.03

2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order documents payment to the Contractor for various items of additional work that include adding pipe at a driveway. 2F: Differing Site Conditions. Site conditions altered by an act of nature. Repair of storm damage on the project. 6C: Untimely ROW/Utilities. Utilities not clear. Added monthly barricades. 3F: County Convenience. Additional work desired by the County. Removal of a sign on the right of way.

Adjusted Price = $6,076,664.61

2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



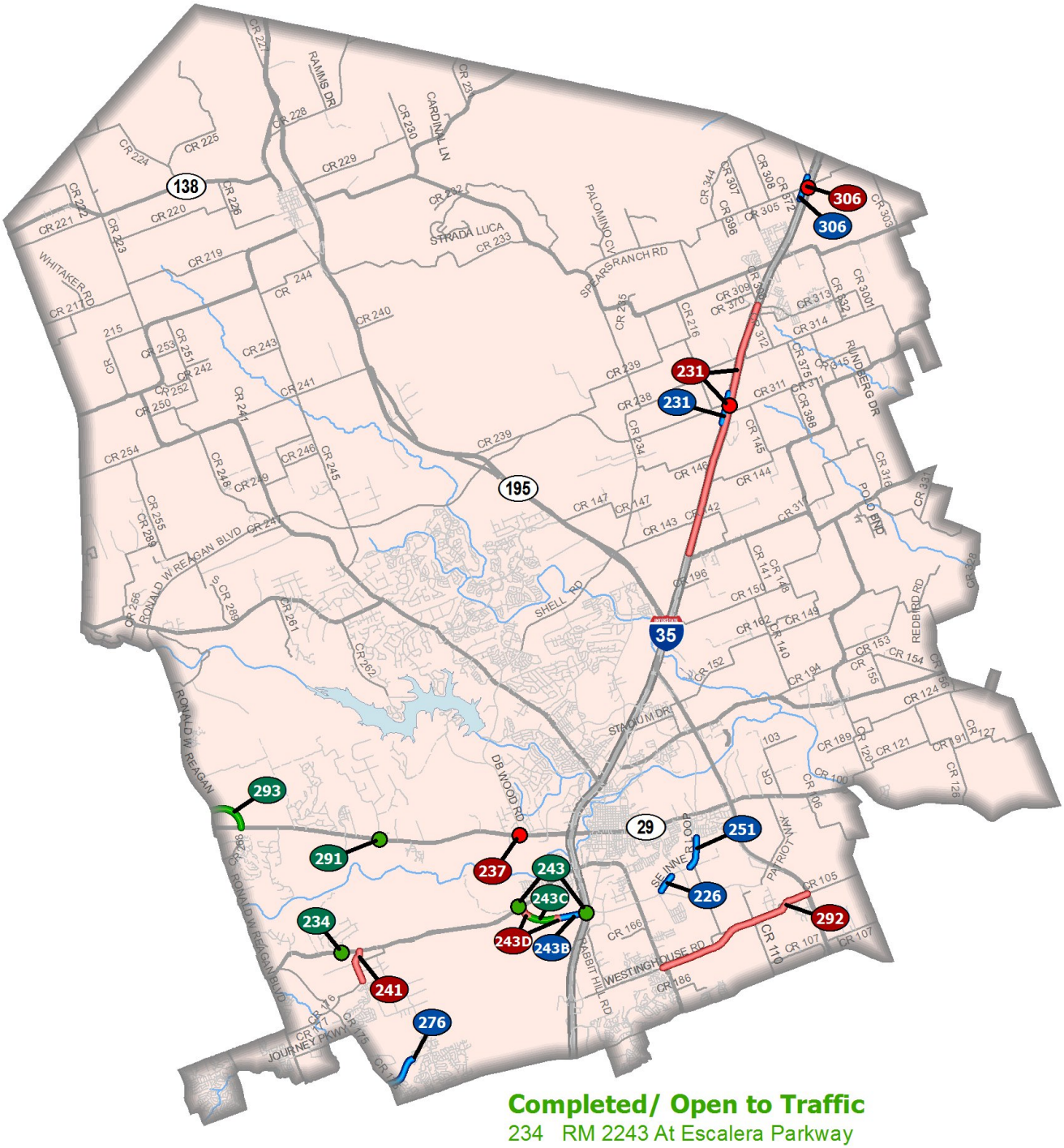
Completed/Open to Traffic

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
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
3.43 University Blvd. (Chandler Rd) Expansion (Design)
3.44 CR 110 North ○ – ○ (North of CR 107 to North of Sam Houston) (Design)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.47 Madrid Drive Extension

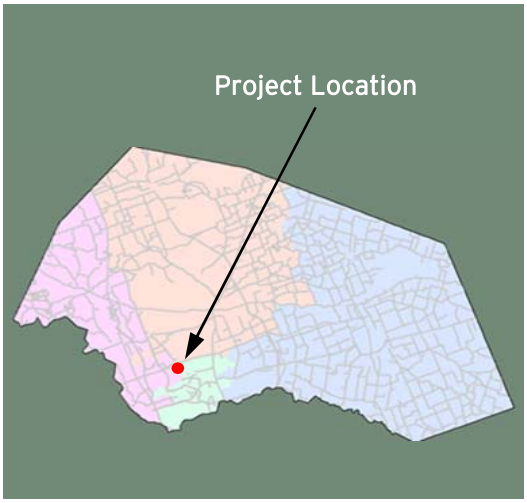
Under Construction/Bidding

3.46 FM 1460 North

2013 Road Bond Program Projects
Precinct 3 - Commissioner Covey







Arterial H
(Sam Bass Rd to existing Arterial H)

Project Length: .83 Miles
Roadway Classification: Minor Arterial

Project Schedule: June 2017 - March 2018
Estimated Construction Cost: $3.4 Million



DECEMBER 2017 IN REVIEW

12/08/2017: Patin Construction continued to place flexible base on the east end of the project and placed forms and poured concrete for the Shared Use Path (SUP).

12/15/2017: The final course of flexible base continued to be placed on the east end of the project. Concrete continued to be formed and poured for the SUP from CR 175 to west of Culvert A. Curb and SUP were backfilled from CR 175 to west of Culvert A. Excavation to subgrade on Tavarez began.

12/22/2017: The final course of flex base was processed from existing Arterial H (east end) to west of Culvert A. Topsoil, seed, and soil retention blanket were placed along the SUP from CR 175 to west of Culvert A along the north side of the project.

12/29/2017: Topsoil, seed, and soil retention blanket continued to be placed along the SUP from CR 175 to just west of Culvert A along the north side of the project.



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

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

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

Original Contract Price = $3,210,934.80

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
4/20/2016	5/16/2016	2/17/2017 (Limited) 5/26/2017	6/5/2017			150	0	150

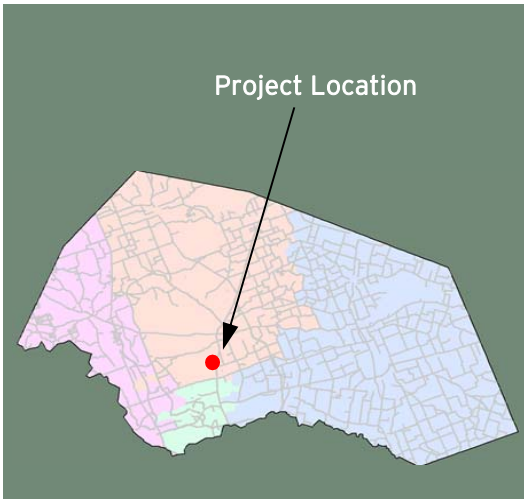
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/1/2016	6/30/2016	0	$134,198.10	$134,198.10	$14,910.90	$14,910.90	4	0
2	7/1/2016	7/31/2016	0	$182,746.89	$316,944.99	$20,305.21	$35,216.11	11	0
3	8/1/2016	8/31/2016	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
8	10/1/2017	10/31/2017	31	$158,107.95	$1,730,182.05	$17,567.55	$192,242.45	57	100
9	11/1/2017	11/30/2017	30	$140,265.17	$1,870,447.22	$15,585.02	$207,827.47	62	120
10	12/1/2017	12/31/2017	31	$186,341.94	$2,056,789.16	$20,704.66	$228,532.13	68	141

Change Order Number	Approved	Cost This CO	Total COs
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: $5.7 Million



DECEMBER 2017 IN REVIEW

12/08/2017: Jordan Foster continued placing embankment for the pond berms and completed excavation for the bridge bent spread footings. Rock spoils continued to be crushed.

12/15/2017: The excavation for the spread footings at the bridge bents continued. Reinforcing steel was set and Class C concrete was placed at Abutment 9 and Bent 8. The 3'x3' box culverts were excavated and installed at Culvert 2. Embankment material was placed on the roadway section east of the railroad tracks. Subcontractor GK Construction continued to tie steel for spread footings 3-7.

12/22/2017: The installation of the 3'x3' boxes at Culvert 2 was completed. 3'x4' boxes were excavated and installed at Culvert 4. The Contractor cleared the additional 65' for the crane between Abut 9 and Bent 5.

12/29/2017: The 3'x4' boxes at Culvert 4 were completed.



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

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Southwest Bypass Segment 1 (southbound IH 35 to .5 miles west)
2017-0065-CIP

Original Contract Price = $5,599,200.86

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
6/27/2017	7/26/2017	8/21/2017	8/21/2017				337	0	337

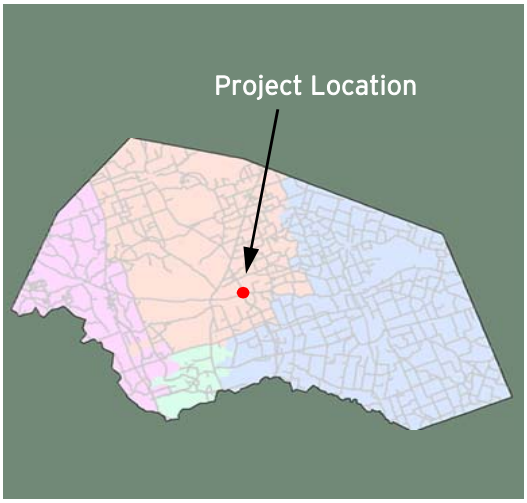
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/21/2017	9/30/2017	41	$481,587.30	$481,587.30	$25,346.70	$25,346.70	9	12
2	10/1/2017	10/31/2017	31	$939,731.93	$1,421,319.23	$24,112.88	$49,459.58	26	21
3	11/1/2017	11/30/2017	30	$165,940.58	$1,587,259.81	$8,733.71	$58,193.29	29	30
4	12/1/2017	12/31/2017	31	$175,883.70	$1,763,143.51	$9,257.04	$67,450.33	32	39

Change Order Number	Approved	Cost This CO	Total COs
01	12/12/2017	114,077.58	114,077.58

3F: County Convenience. Additional work desired by the County. This Change Order adds a stub-out of 380 feet to the east end of the Southwest Bypass for future connection to the Southeast Inner Loop at the IH-35 frontage road. All related items and quantities will be overruns or underruns of current Contract items.

Adjusted Price = $5,713,278.44





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



DECEMBER 2017 IN REVIEW

12/08/2017: Chasco Contractors continued subgrade prep and grading of the new ditches on the east side of Inner Loop across from the Central Maintenance Facility. Flexible base continued to be placed and processed for the Rockride turn lane. Concrete was formed and placed for safety end treatments (SETs) at Culvert 2. Concrete was removed, formed and placed for the new sidewalk at Culvert 2 south of Belmont.

12/15/2017: Concrete for rip rap was formed and placed east of Culvert 2. Concrete for SETs was formed and placed at Culvert 3 at the entrance for the Central Maintenance Facility. Subcontractor Wheeler Paving placed prime on flexible base and placed Type B asphalt for the Rockride turn lane from south of Rockride to Wey Hill across from the Central Maintenance Facility.

12/22/2017: Flexible base continued to be processed on the east side of Inner Loop between Wey Hill and Belmont. Subcontractor Matoka worked on erosion control maintenance at Culvert 1 and at Culvert 2.

12/29/2017: Flexible base continued to be processed on the east side of Inner Loop between Wey Hill and Belmont.



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

Williamson County Road Bond Program

HNTB

PRIME STRATEGIES, INC.

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

Original Contract Price = $5,352,969.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
8/9/2017	8/30/2017	9/18/2017	9/28/2017				300	0	300

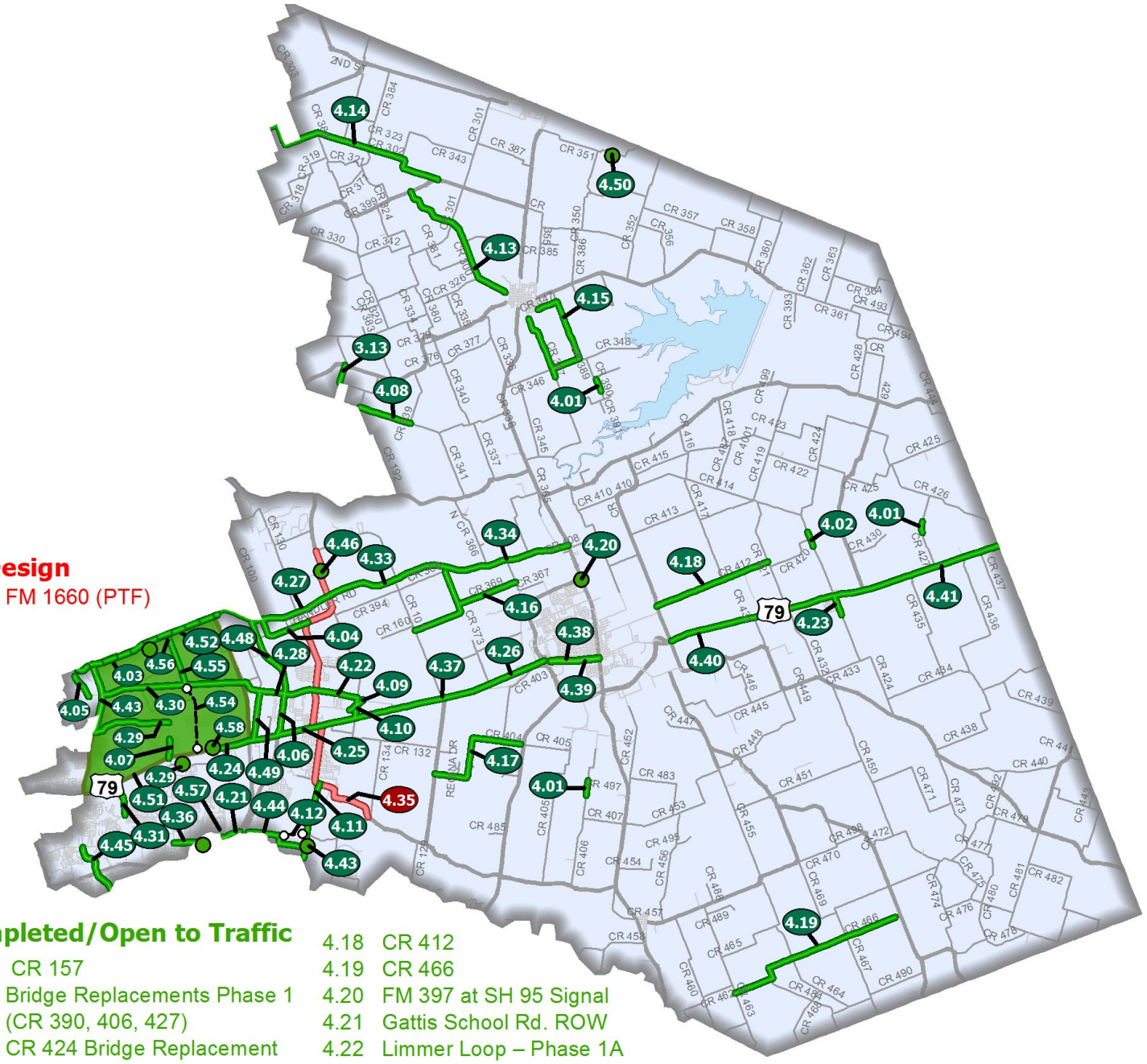
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/28/2017	10/31/2017	34	$324,036.00	$324,036.00	$36,004.00	$36,004.00	6.7	11
2	11/1/2017	11/30/2017	30	$429,129.00	$753,165.00	$47,681.00	$83,685.00	15.61573	21

Change Order Number	Approved	Cost This CO	Total COs
01	12/5/2017	6,050.40	6,050.40

3E: County Convenience. Reduction of future maintenance. This Change Order revises the hot mix asphalt (HMAC) pavement section on the Inner Loop from one 2” lift of Type C HMAC to one 2” lift of Type D HMAC.

Adjusted Price = $5,359,019.40

2006 Road Bond Program Projects
Precinct 4 - Commissioner Madsen



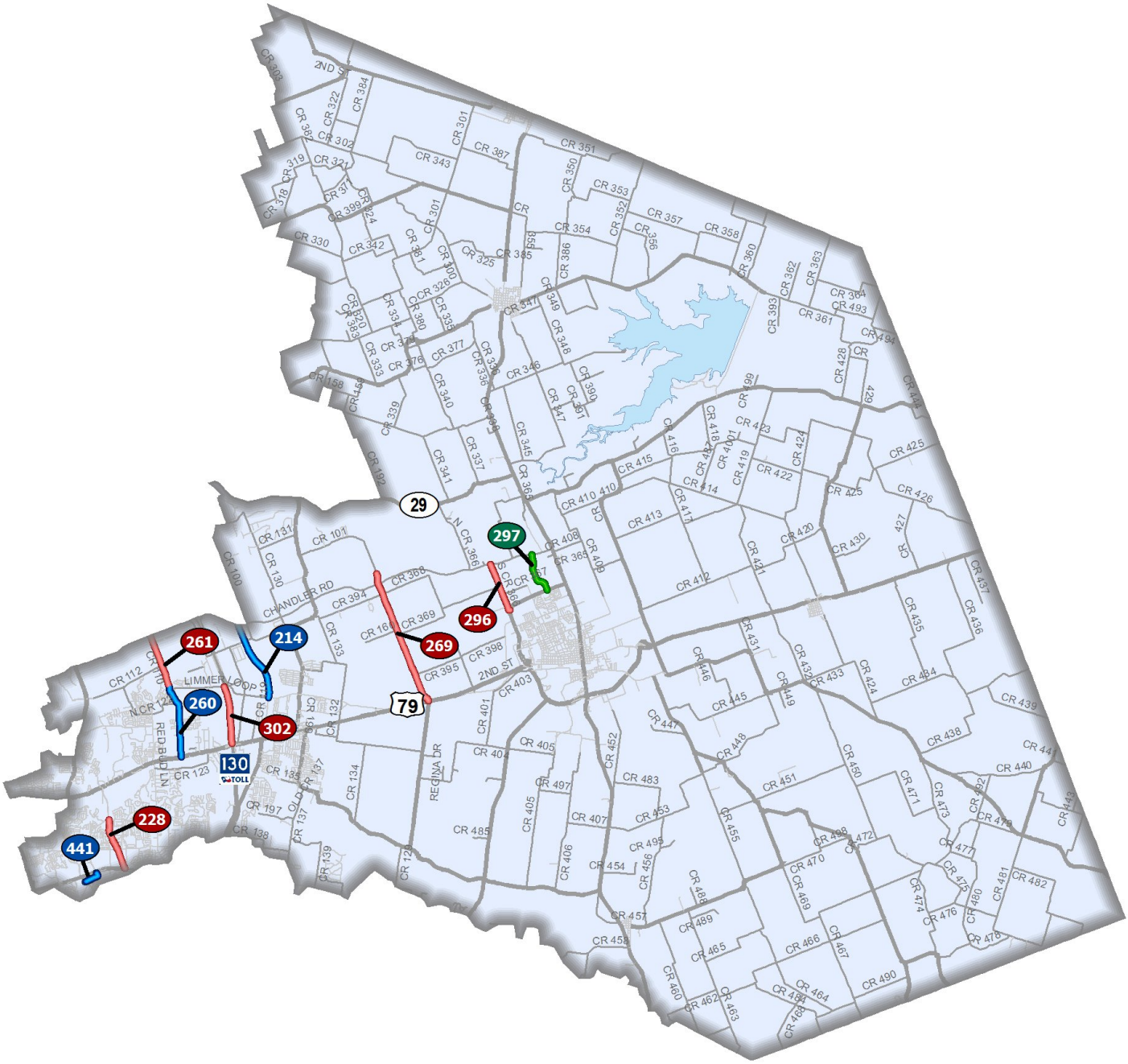
In Design

4.35 FM 1660 (PTF)

Completed/Open to Traffic

3.13 CR 157
4.01 Bridge Replacements Phase 1 (CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
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
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop – Phase 1C
4.31 Kenney Fort Boulevard – Phase 1
4.33 Chandler Rd. – Phase 3A
4.34 Chandler Rd. – Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.45 CR 170
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110/ Arterial A Study Area
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (Design) (US 79 to Limmer Lp)
4.55 CR 110 Middle (North of Limmer Loop to CR 107)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

2013 Road Bond Program Projects
Precinct 4 - Commissioner Madsen



Completed/Open to Traffic

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

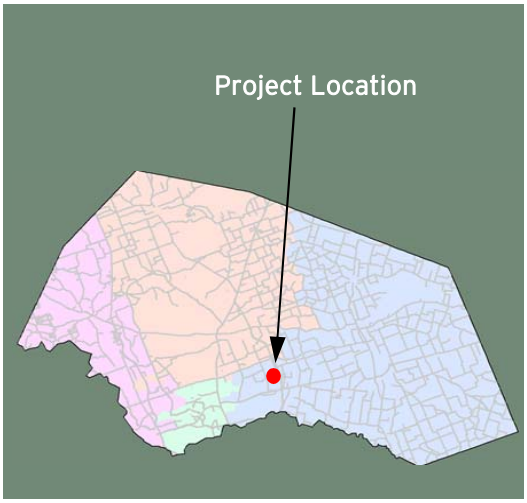
Under Construction/Bidding

214 CR 119
260 CR 110 South (US 79 to Limmer Loop)
441 Roundville Lane (A.W. Grimes Blvd. to EBFR of SH 45)

In Design

228 Kenney Fort Blvd. Ph. 1 (Forest Creek Blvd. to Gattis School Rd.)
261 CR 110 Middle (N Limmer Loop to CR 107)
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)





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



DECEMBER 2017 IN REVIEW

12/08/2017: Chasco Constructors continued placing concrete for riprap in the east ditch between Mozart Lane and CR 122. Topsoil was placed in the east ditch between CR 122 and Salvador Lane. Flexible base was placed on the widening of Limmer Loop and north of the US 79 intersection.

12/15/2017: Concrete placement for riprap was completed in the east ditch between Mozart Lane and CR 122 and formed and placed on the ends of the east retaining walls at McNutt Creek. Ditch grading for concrete riprap began between Salvador Lane and Limmer Loop. Fine grading was completed on the flexible base at the Limmer Loop widening and north of the US 79 intersection, and asphalt prime coat was placed. The culvert pipe for the Jonah Water tower driveway was installed.

12/22/2017: Concrete for riprap began to be placed in the east ditch between Salvador Lane and Limmer Loop.

12/29/2017: Concrete for riprap continued to be placed in the east ditch between Salvador Lane and Limmer Loop.



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

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

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

Original Contract Price = $11,224,589.02

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
9/27/2016	10/17/2016	1/3/2017	1/13/2017			510	0	510

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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	57	51
8	10/1/2017	10/31/2017	31	$875,490.26	$6,686,401.61	$97,276.69	$742,933.51	66	57
9	11/1/2017	11/30/2017	30	$435,997.94	$7,122,399.55	$48,444.22	$791,377.73	70	63
10	12/1/2017	12/31/2017	31	$176,721.48	$7,299,121.03	$19,635.72	$811,013.45	72	69

Change Order Number	Approved	Cost This CO	Total COs
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

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

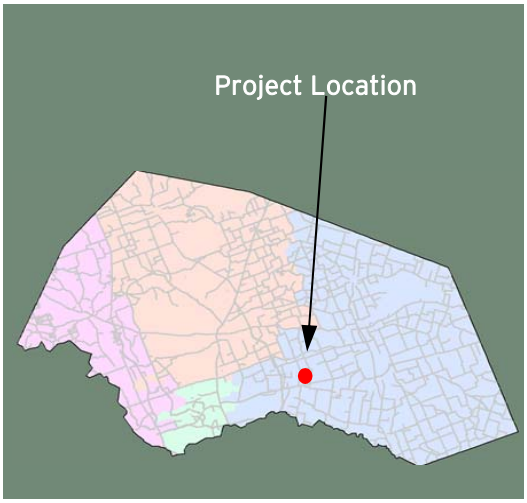
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order substitutes a wingwall with a special drop inlet due to safety slope reasons. The proposed culvert upstream flowline was approximately 4’ below ditch profile grades, 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.

Change Order Number	Approved	Cost This CO	Total COs
03	12/12/2017	31,812.74	28,815.43

3E: County Convenience. Reduction of future maintenance. This Change Order replaces surface hot mix Type C to Type D, supplements the Type 4 seeding mix with Type 11 (Bermuda), and adds additional concrete pipe and end treatment items at utility poles. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order also substitutes single-slope portable concrete barrier with low profile concrete barrier (LPCB).

Adjusted Price = $11,253,404.45





County Road 119
(Limmer Loop to Chandler Rd)

Project Length: 2.35 Miles
Roadway Classification: Suburban Collector

Project Schedule: December 2017-March 2019
Estimated Construction Cost: $6.6 Million



DECEMBER 2017 IN REVIEW

12/08/2017: The preconstruction meeting was held on 12/6/17 and Notice to Proceed issued as of 12/8/17. A Groundbreaking ceremony was held on 12/7/17.

12/15/2017: Subcontractor Flasher installed advanced warning signs at Limmer Loop, CR 118 and Chandler Road. Subcontractor BMP began installing of sediment control devices.



Design Engineer: Stantec Consulting
Contractor: Joe Bland Construction
Construction Observation:
Seth Turvey, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

CR 119 (Limmer Loop to Chandler Rd)
Project No. 1708-186

Original Contract Price = $6,640,302.71

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
10/25/2017	11/15/2017	12/8/2017	12/18/2017				0	0	0

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used

12/29/2017 Comments - Notice to Proceed was issued 12/8/2017.

Adjusted Price = $6,640,302.71

Commissioners Court - Regular Session **16.**

Meeting Date: 01/16/2018

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

Submitted For: Robert Daigh **Submitted By:** Lydia Linden, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2017 03:08 PM
Form Started By: Lydia Linden		Started On: 12/19/2017 09:06 AM
Final Approval Date: 12/19/2017		

Commissioners Court - Regular Session **17.**

Meeting Date: 01/16/2018

1604-068 Forest North Ph 1 Change Order No. 7

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of -$55,044.67 for Forest North, a Road Bond Project in Commissioner Pct. 1. Project: P225. Funding Source: Road Bonds.

Background

This Change Order provides for balancing the overrrun/underrun of Contract Quantities for the items paid for by Williamson County for the project. Changes to the final quantities on the project were the result of addressing field conditions not accounted for in the original plan quantities.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1604-068 Forest North CO No 7

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 01:16 PM
Form Started By: Dawn Haggard		Started On: 01/11/2018 08:50 AM
Final Approval Date: 01/11/2018		

Received
1/09/2018
HNTB Corporation
Round Rock

RECEIVED
JAN 03 2018
BY: PSI

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 7

1. CONTRACTOR: DeNucci Constructors

2. Change Order Work Limits: Sta. n/a to Sta. n/a

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

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

Project:	*1604-068*
Roadway:	*Forest North 2*
CSJ Number:	

5. Describe the work being revised:

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities for the portion of the items paid for by Williamson County. Changes to final quantities on the project were the result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items: **see attached**

7. New or revised plan sheet(s) are attached and numbered: **n/a**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 1/10/18

By Paul T. DeNucci

Typed/Printed Name PAUL T. DENUCCI

Typed/Printed Title MANAGER

The following information must be provided

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

Amount added by this change order: **($55,044.67)**

RECOMMENDED FOR EXECUTION:

P.E. 1/10/18
Project Manager Date

N/A
Design Engineer Date

1/4/2018
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *7* ***Project #*** *1604-068*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0100 6002	PREPARING ROW	STA	$2,800.00	151.00	$422,800.00	(3.00)	148.00	$414,400.00	($8,400.00)
0160 WC02	FURNISHING AND PLACING TOPSOIL (4")	SY	$6.00	23,460.00	$140,760.00	463.00	23,923.00	$143,538.00	$2,778.00
0164 WC05	SEEDING FOR EROSION CONTROL (TY 5) (PERM)	SY	$0.70	23,712.00	$16,598.40	37.00	23,749.00	$16,624.30	$25.90
0164 WC10	SEEDING FOR EROSION CONTROL (TY 5) (TEMP)	SY	$0.55	11,730.00	$6,451.50	(8,011.00)	3,719.00	$2,045.45	($4,406.05)
0168 WC01	VEGETATIVE WATERING	MG	$8.00	586.00	$4,688.00	(49.40)	536.60	$4,292.80	($395.20)
0169 6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	SY	$2.75	23,460.00	$64,515.00	(28.00)	23,432.00	$64,438.00	($77.00)
0400 6006	CUT & RESTORING PAV	SY	$65.00	1,568.61	$101,959.65	162.36	1,730.97	$112,513.05	$10,553.40
0402 6001	TRENCH EXCAVATION PROTECTION	LF	$3.00	3,802.00	$11,406.00	23.00	3,825.00	$11,475.00	$69.00
0432 6002	RIPRAP (CONC)(5 IN)	CY	$200.00	84.00	$16,800.00	(15.75)	68.25	$13,650.00	($3,150.00)
0432 6029	RIPRAP (STONE COMMON)(GROUT)(8 IN)	CY	$170.00	24.00	$4,080.00	(16.00)	8.00	$1,360.00	($2,720.00)
0459 6001	GABIONS (GALV)	CY	$450.00	51.00	$22,950.00	2.00	53.00	$23,850.00	$900.00
0464 6003	RC PIPE (CL III)(18 IN)	LF	$55.00	2,724.00	$149,820.00	(80.00)	2,644.00	$145,420.00	($4,400.00)
0464 6007	RC PIPE (CL III)(30 IN)	LF	$75.00	2,726.00	$204,450.00	(17.00)	2,709.00	$203,175.00	($1,275.00)
0465 6126	INLET (COMP)(PSL)(FG)(3FTX3FT-3FTX3FT)	EA	$3,800.00	43.00	$163,400.00	(1.00)	42.00	$159,600.00	($3,800.00)
0467 6323	SET (TY II) (12 IN) (RCP) (4:1) C	EA	$2,200.00	2.00	$4,400.00	2.00	4.00	$8,800.00	$4,400.00
0467 6358	SET (TY II) (18 IN) (RCP) (4:1) C	EA	$2,400.00	13.00	$31,200.00	(5.00)	8.00	$19,200.00	($12,000.00)
0468 6359	SET (TY II) (18 IN) (RCP) (4:1) P	EA	$2,400.00	64.00	$153,600.00	(5.00)	59.00	$141,600.00	($12,000.00)
0496 6016	REMOV STR (PIPE)	EA	$2,600.00	30.00	$78,000.00	(1.00)	29.00	$75,400.00	($2,600.00)
0506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$30.00	280.00	$8,400.00	(230.00)	50.00	$1,500.00	($6,900.00)
0506 6011	ROCK FILTER DAMS (REMOVE)	LF	$15.00	280.00	$4,200.00	(230.00)	50.00	$750.00	($3,450.00)
TOTALS					$1,610,478.55			$1,563,631.60	($46,846.95)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7 ***Project # 1604-068***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0506 6034	CONSTRUCTION PERIMETER FENCE	LF	$6.00	2,982.00	$17,892.00	(2,382.00)	600.00	$3,600.00	($14,292.00)
0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$2.00	2,846.00	$5,692.00	1,034.00	3,880.00	$7,760.00	$2,068.00
0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$1.00	2,846.00	$2,846.00	1,034.00	3,880.00	$3,880.00	$1,034.00
0530 6004	DRIVEWAYS (CONC)	SY	$105.00	2,644.00	$277,620.00	382.70	3,026.70	$317,803.50	$40,183.50
0530 6005	DRIVEWAYS (ACP)	SY	$135.00	49.00	$6,615.00	(49.00)	0.00	$0.00	($6,615.00)
0531 6001	CONC SIDEWALKS (4")	SY	$42.00	566.00	$23,772.00	(45.60)	520.40	$21,856.80	($1,915.20)
0550 6001	CHAIN LINK FENCE (INSTALL) (6')	LF	$35.00	15.00	$525.00	33.00	48.00	$1,680.00	$1,155.00
0552 6009	GATE (SPECIAL)	EA	$1,200.00	2.00	$2,400.00	(1.00)	1.00	$1,200.00	($1,200.00)
0560 6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	$300.00	18.00	$5,400.00	(11.00)	7.00	$2,100.00	($3,300.00)
0644 6071	RELOCATE SM RD SN SUP&AM TY TWT	EA	$650.00	13.00	$8,450.00	1.00	14.00	$9,100.00	$650.00
0752 6005	TREE REMOVAL (4" - 12" DIA)	EA	$400.00	5.00	$2,000.00	11.00	16.00	$6,400.00	$4,400.00
0752 6006	TREE REMOVAL (12" - 18" DIA)	EA	$800.00	7.00	$5,600.00	(4.00)	3.00	$2,400.00	($3,200.00)
0752 6007	TREE REMOVAL (18" - 24" DIA)	EA	$1,200.00	4.00	$4,800.00	(1.00)	3.00	$3,600.00	($1,200.00)
0752 6008	TREE REMOVAL (24" - 30" DIA)	EA	$1,600.00	3.00	$4,800.00	(3.00)	0.00	$0.00	($4,800.00)
0752 6009	TREE REMOVAL (30" - 36" DIA)	EA	$2,000.00	3.00	$6,000.00	1.00	4.00	$8,000.00	$2,000.00
1004 6002	TREE PROTECTION	AC	$1,700.00	6.20	$10,540.00	(0.10)	6.10	$10,370.00	($170.00)
701S-E	WOOD FENCE	LF	$22.00	914.00	$20,108.00	(514.00)	400.00	$8,800.00	($11,308.00)
701S-T	TEMPORARY FENCE, 6 FEET HIGH, CHAIN LINK	LF	$6.00	759.00	$4,554.00	(694.00)	65.00	$390.00	($4,164.00)
WC-9007	IRRIGATION SYSTEM CAPPING	EA	$125.00	90.00	$11,250.00	(23.00)	67.00	$8,375.00	($2,875.00)
999-WC01	CONTRACTOR FORCE ACCOUNT 1	DOL	$1.00	25,000.00	$25,000.00	(25,000.00)	0.00	$0.00	($25,000.00)
999-WC04	RFI #22 & #24: PIPE UG; BROADMEADE & BRAEBURN GLEN	LS	$2,074.33	1.00	$2,074.33	0.04	1.04	$2,157.30	$82.97
999-WC06	RFI #26: PIPE UG, REPLACE DRWY;BROADMEADE/SHERB	LS	$17,646.61	1.00	$17,646.61	(0.01)	0.99	$17,470.14	($176.47)
999-WC07	CONTRACTOR FORCE ACCOUNT 1	DOL	$1.00	0.00	$0.00	20,444.48	20,444.48	$20,444.48	$20,444.48
The "Totals" from Table B of the previous work sheet:					$1,610,478.55			$1,563,631.60	($46,846.95)
TOTALS					$2,076,063.49			$2,021,018.82	($55,044.67)

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

Forest North Phase 2
Williamson County Project No. 1604-068

Change Order No. 7

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities for the portion of the items paid for by Williamson County. Changes to the final quantities on the project were the result of addressing field conditions not accounted for in the original plans.

This Change Order results in a decrease of $55,044.67 to the Contract amount, for an adjusted Contract total of $3,836,539.06. The original Contract amount was $3,556,659.50. Considering all Change Orders to-date, $279,879.56 has been added to the Contract. Of the $279,879.56 added to the Contract, the City of Austin is responsible for $149,741.78 (4.21%) for waterline changes and the County is responsible for the remaining $130,137.78 (3.66%) for storm sewer changes. Zero (0) additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

CONSTRUCTION ESTIMATE

WILLIAMSON COUNTY ROAD & BRIDGE - 3151 S. E. Inner Loop Georgetown, TX 78626

Forest North Drainage Improvements

1604-068

DeNucci Constructors, LLC

8310-1 Cap Tx Hwy N, Ste 275, Austin, TX 78731

TELEPHONE (512) 335-0600

ESTIMATE PERIOD: 9/1/2017 - 9/30/2017

ESTIMATE NO. 15 REV 5

ITEM #	TECH SPEC #	DESCRIPTION	UNIT	CONTRACT UNIT PRICE	ORIGINAL CONTRACT QTY	ORIGINAL CONTRACT AMOUNT	ADD/DEDUCT QUANTITY	C.O. #	REVISED CONTRACT QTY	REVISED CONTRACT AMOUNT	PREVIOUS QTY	PERIOD QTY	TO DATE QTY	% TO DATE	PERIOD AMOUNT
ORIGINAL CONTRACT ITEMS															
1	0100 6002	PREPARING ROW	STA	$2,800.00	151	$422,800.00					148		148.00	98%	
2	0110 6002	EXCAVATION (CHANNEL)	CY	$10.00	2980	$29,800.00	(376.00)	1,5	2,604.00	$26,040.00	2604		2,604.00	100%	
3	0132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	$4.00	470	$1,880.00	(6.00)	1	464.00	$1,856.00	464		464.00	100%	
4	0160 WC02	FURNISHING AND PLACING TOPSOIL (4")	SY	$6.00	23460	$140,760.00					22508	1415	23,923.00	102%	$8,490.00
5	0164 WC05	SEEDING FOR EROSION CONTROL (TY 5) (PERM)	SY	$0.70	23460	$16,422.00	252.00	6	23,712.00	$16,598.40	19789	3960	23,749.00	100%	$2,772.00
6	0164 WC10	SEEDING FOR EROSION CONTROL (TY 10) (TEMP)	SY	$0.55	11730	$6,451.50					3719		3,719.00	32%	
7	0168 WC01	VEGETATIVE WATERING	MG	$8.00	586	$4,688.00					448.6	88	536.60	92%	$704.00
8	0169 6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	SY	$2.75	23460	$64,515.00					19116	4316	23,432.00	100%	$11,869.00
9	0400 6006	CUT & RESTORING PAV	SY	$65.00	659	$42,835.00	909.61	4	1,568.61	$101,959.65	1257.97	473	1,730.97	110%	$30,745.00
10	0402 6001	TRENCH EXCAVATION PROTECTION	LF	$3.00	3450	$10,350.00	352.00	5	3,802.00	$11,406.00	3825		3,825.00	101%	
11	0432 6002	RIPRAP (CONC)(5 IN)	CY	$200.00	84	$16,800.00					35.25	33	68.25	81%	$6,600.00
12	0432 6029	RIPRAP (STONE COMMON)(GROUT)(8 IN)	CY	$170.00	24	$4,080.00					8		8.00	33%	
13	0432 6033	RIPRAP (STONE PROTECTION)(18 IN)	CY	$220.00	3	$660.00					3		3.00	100%	
14	0459 6001	GABIONS (GALV)	CY	$450.00	51	$22,950.00					63	-10	53.00	104%	($4,500.00)
15	0464 6003	RC PIPE (CL III)(18 IN)	LF	$55.00	1968	$108,240.00	756.00	5	2,724.00	$149,820.00	2644		2,644.00	97%	
16	0464 6005	RC PIPE (CL III)(24 IN)	LF	$65.00	1375	$89,375.00	651.00	1,5	2,026.00	$131,690.00	2026		2,026.00	100%	
17	0464 6007	RC PIPE (CL III)(30 IN)	LF	$75.00	2266	$169,950.00	460.00	1,6	2,726.00	$204,450.00	2709		2,709.00	99%	
18	0464 6008	RC PIPE (CL III)(36 IN)	LF	$95.00	1579	$150,005.00	85.00	5	1,664.00	$158,080.00	1664		1,664.00	100%	
19	0465 6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	EA	$3,800.00	31	$117,800.00	12.00	5	43.00	$163,400.00	42		42.00	98%	
20	0465 6127	INLET (COMPL)(PSL)(FG)(4FTX4FT-3FTX3FT)	EA	$4,200.00	16	$67,200.00	12.00	1,5	28.00	$117,600.00	28		28.00	100%	
21	0465 6128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	EA	$4,800.00	10	$48,000.00	(1.00)	5	9.00	$43,200.00	9		9.00	100%	
22	0465 6134	INLET (COMPL)(PSL)(FG)(5FTX5FT-3FTX3FT)	EA	$5,400.00	1	$5,400.00					1		1.00	100%	
23	0465 6135	INLET (COMPL)(PSL)(FG)(5FTX5FT-4FTX4FT)	EA	$5,600.00	1	$5,600.00					1		1.00	100%	
24	0465 6137	INLET (COMPL)(PSL)(FG)(5FTX6FT-3FTX3FT)	EA	$5,800.00	2	$11,200.00					2		2.00	100%	
25	0465 6138	INLET (COMPL)(PSL)(FG)(5FTX6FT-4FTX4FT)	EA	$5,600.00	1	$5,600.00					1		1.00	100%	
26	0467 6323	SET (TY II) (12 IN) (RCP) (4: 1) (C)	EA	$2,200.00	2	$4,400.00					4		4.00	200%	
27	0467 6358	SET (TY II) (18 IN) (RCP) (4: 1) (C)	EA	$2,400.00	17	$40,800.00	(4.00)	5	13.00	$31,200.00	8		8.00	62%	
28	0467 6359	SET (TY II) (18 IN) (RCP) (4: 1) (P)	EA	$2,400.00	69	$165,600.00	(5.00)	5	64.00	$153,600.00	59		59.00	92%	
29	0467 6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	$2,800.00	22	$61,600.00	(22.00)	5	0.00	$0.00	0		0.00		
30	0467 6391	SET (TY II) (24 IN) (RCP) (4: 1) (P)	EA	$3,300.00	12	$39,600.00	(12.00)	5	0.00	$0.00	0		0.00		
31	0467 6394	SET (TY II) (24 IN) (RCP) (6: 1) (C)	EA	$3,800.00	19	$72,200.00	(19.00)	1,5	0.00	$0.00	0		0.00		
32	0467 6423	SET (TY II) (30 IN) (RCP) (6: 1) (P)	EA	$4,800.00	1	$4,800.00	5.00	5	6.00	$28,800.00	6		6.00	100%	
33	0496 6016	REMOV STR (PIPE)	EA	$2,600.00	30	$78,000.00					29		29.00	97%	
34	0500 WC01	MOBILIZATION	LS	$100,000.00	1	$100,000.00					0.9	0.07	0.97	97%	$7,000.00
35	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$3,200.00	20	$64,000.00					14	6	20.00	100%	$19,200.00
36	0506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$30.00	280	$8,400.00					50		50.00	18%	
37	0506 6011	ROCK FILTER DAMS (REMOVE)	LF	$15.00	280	$4,200.00					0	50	50.00	18%	$750.00
38	0506 6034	CONSTRUCTION PERIMETER FENCE	LF	$6.00	2982	$17,892.00					600		600.00	20%	
39	0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$2.00	2846	$5,692.00					3649	231	3,880.00	136%	$462.00
40	0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$1.00	2846	$2,846.00					1709	2171	3,880.00	136%	$2,171.00
41	0530 6004	DRIVEWAYS (CONC)	SY	$105.00	2582	$271,110.00	62.00	5	2,644.00	$277,620.00	3026.7		3,026.70	114%	
42	0530 6005	DRIVEWAYS (ACP)	SY	$135.00	49	$6,615.00					0		0.00		
43	0531 6001	CONC SIDEWALKS (4")	SY	$42.00	455	$19,110.00	111.00	5	566.00	$23,772.00	520.4		520.40	92%	
44	0531 6010	CURB RAMPS (TY 7)	EA	$2,800.00	4	$11,200.00					4		4.00	100%	

CONSTRUCTION ESTIMATE

WILLIAMSON COUNTY ROAD & BRIDGE - 3151 S. E. Inner Loop Georgetown, TX 78626

Forest North Drainage Improvements

1604-068

DeNucci Constructors, LLC

8310-1 Cap Tx Hwy N, Ste 275, Austin, TX 78731

TELEPHONE (512) 335-0600

ESTIMATE PERIOD: 9/1/2017 - 9/30/2017

ESTIMATE NO. 15 REV 5

ITEM #	TECH SPEC #	DESCRIPTION	UNIT	CONTRACT UNIT PRICE	ORIGINAL CONTRACT QTY	ORIGINAL CONTRACT AMOUNT	ADD/DEDUCT QUANTITY	C.O. #	REVISED CONTRACT QTY	REVISED CONTRACT AMOUNT	PREVIOUS QTY	PERIOD QTY	TO DATE QTY	% TO DATE	PERIOD AMOUNT
45	0550 6001	CHAIN LINK FENCE (INSTALL) (6')	LF	$35.00	15	$525.00					48		48.00	320%	
46	0552 6009	GATE (SPECIAL)	EA	$1,200.00	2	$2,400.00					1		1.00	50%	
47	0560 6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	$300.00	18	$5,400.00					7		7.00	39%	
48	0644 6071	RELOCATE SM RD SN SUP&AM TY TWT	EA	$650.00	13	$8,450.00					14		14.00	108%	
49	0752 6005	TREE REMOVAL (4" - 12" DIA)	EA	$400.00	5	$2,000.00					16		16.00	320%	
50	0752 6006	TREE REMOVAL (12" - 18" DIA)	EA	$800.00	7	$5,600.00					3		3.00	43%	
51	0752 6007	TREE REMOVAL (18" - 24" DIA)	EA	$1,200.00	4	$4,800.00					3		3.00	75%	
52	1004 6002	TREE PROTECTION	AC	$1,700.00	6.2	$10,540.00					5.4	0.7	6.10	98%	$1,190.00
53	701S-D	WIRE FENCE	LF	$12.00	25	$300.00					25		25.00	100%	
54	701S-E	WOOD FENCE	LF	$22.00	914	$20,108.00					400		400.00	44%	
55	701S-T	TEMPORARY FENCE, 6 FEET HIGH, CHAIN LINK	LF	$6.00	759	$4,554.00					65		65.00	9%	
56	WC-9007	IRRIGATION SYSTEM CAPPING	EA	$125.00	90	$11,250.00					65	2	67.00	74%	$250.00
57	504S-1RM	Repostitioning and Adjusting Water Meter	EA	$1,100.00	35	$38,500.00					32		32.00	91%	
58	504S-3W	Adjusting Water Valve Boxes to Grade	EA	$300.00	2	$600.00					2		2.00	100%	
59	509S-1	Trench Excavation Safety Protection Systems (All Depths)	LF	$3.00	5718	$17,148.00	1,381.00	2,3	7,097.00	$21,291.00	5876		5,876.00	83%	
60	510-AW1.5-Dia	Pipe, 1.5" Diameter, Copper Type K (All Depths) Including Excavation and Backfill	LF	$65.00	949	$61,685.00	(949.00)	3	0.00	$0.00	985	-985	0.00		($64,025.00)
61	510-AW4-Dia	Pipe, 4" Diameter, DI CL 350 (All Depths) With Restrained Joints Including Excavation and Backfill	LF	$65.00	39	$2,535.00					4		4.00	10%	
62	510-AW6-Dia	Pipe, 6" Diameter, DI CL 350 (All Depths) With Restrained Joints Including Excavation and Backfill	LF	$75.00	472	$35,400.00					371		371.00	79%	
63	510-AW8-Dia	Pipe, 8" Diameter, DI CL 350 (All Depths) With Restrained Joints Including Excavation and Backfill	LF	$85.00	2469	$209,865.00	74.00	2	2,543.00	$216,155.00	2319		2,319.00	91%	
64	510-AW12-Dia	Pipe, 12" Diameter, DI CL 350 (All Depths) With Restrained Joints Including Excavation and Backfill	LF	$105.00	31	$3,255.00					37		37.00	119%	
65	510-AWW6-Dia	Pipe, 6" Diameter, PVC SDR-26 (All Depths), Including Excavation and Backfill	LF	$48.00	260	$12,480.00					140		140.00	54%	
66	510-BW-1.5X1.5 Dia.	Connecting New 1.5" Single Service to Existing Private Service	EA	$1,200.00	2	$2,400.00					3		3.00	150%	
67	510-BW-1.5X1.5 Dia	Connecting New 1.5" Double Service to Existing Private Service	EA	$1,600.00	35	$56,000.00					31		31.00	89%	
68	510-BWW-6X6 Dia.	Connecting New 6" Service to Existing Private Service (6" Dia. New Service to 6" Dia. Private Service)	EA	$1,200.00	6	$7,200.00					3		3.00	50%	
69	510-KWW	Ductile Iron Fittings	TON	$8,500.00	6.6	$56,100.00	0.07	2	6.67	$56,686.50	7.738		7.74	116%	
70	511S-A6	Valves, Gate, 6" Diameter	EA	$1,600.00	14	$22,400.00					11		11.00	79%	
71	511S-A8	Valves, Gate, 8" Diameter	EA	$1,800.00	38	$68,400.00					37		37.00	97%	
72	511S-A12	Valves, Gate, 12" Diameter	EA	$2,600.00	1	$2,600.00					1		1.00	100%	
73	511S-B	Fire Hydrant (See Standard 511S-17)	EA	$4,200.00	12	$50,400.00					11		11.00	92%	
74	504S-GV6	Remove Valve, 6" Gate	EA	$400.00	16	$6,400.00					13		13.00	81%	
75	504S-GV8	Remove Valve, 8" Gate	EA	$400.00	6	$2,400.00					10		10.00	167%	
76	510-JW-AC 12" x 12"	AC Pipe Connections, 12" Dia. x 12" Dia.	EA	$6,800.00	1	$6,800.00					1		1.00	100%	
77	510-JW-AC 12" x 8"	AC Pipe Connections, 12" Dia. x 8" Dia.	EA	$4,800.00	1	$4,800.00					0		0.00		
78	510-JW-AC 8" x 8"	AC Pipe Connections, 8" Dia. x 8" Dia.	EA	$3,800.00	34	$129,200.00	2.00	2	36.00	$136,800.00	35		35.00	97%	
79	510-JW-AC 8" x 6"	AC Pipe Connections, 8" Dia. x 6" Dia.	EA	$2,800.00	22	$61,600.00					21		21.00	95%	
80	510-JW-AC 8" x 4"	AC Pipe Connections, 8" Dia. x 4" Dia.	EA	$2,600.00	3	$7,800.00					1		1.00	33%	
81	1900-W4Dia	Removing Pipe, 4" Diameter, AC Pipe	LF	$30.00	67	$2,010.00	24.00	3	91.00	$2,730.00	0		0.00		
82	1900-W6Dia	Removing Pipe, 6" Diameter, AC Pipe	LF	$32.00	703	$22,496.00	563.00	3	1,266.00	$40,512.00	892		892.00	70%	
83	1900-W8Dia	Removing Pipe, 8" Diameter, AC Pipe	LF	$32.00	706	$22,592.00	744.00	2,3	1,450.00	$46,400.00	1427		1,427.00	98%	
84	1900-W12Dia	Removing Pipe, 12" Diameter, AC Pipe	LF	$62.00	20	$1,240.00	16.00	3	36.00	$2,232.00	45		45.00	125%	
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT															
85	999-WC01	CONTRACTOR FORCE ACCOUNT 1	DOL	$1.00	25000	$25,000.00					19150.42	1294.16	20,444.58	82%	$1,294.16

ADDITIONAL (NEW) CONTRACT ITEMS ADDED BY CHANGE ORDER

CONSTRUCTION ESTIMATE

WILLIAMSON COUNTY ROAD & BRIDGE - 3151 S. E. Inner Loop Georgetown, TX 78626

Forest North Drainage Improvements

1604-068

DeNucci Constructors, LLC

8310-1 Cap Tx Hwy N, Ste 275, Austin, TX 78731

TELEPHONE (512) 335-0600

ESTIMATE PERIOD: 9/1/2017 - 9/30/2017

ESTIMATE NO. 15 REV 5

ITEM #	TECH SPEC #	DESCRIPTION	UNIT	CONTRACT UNIT PRICE	ORIGINAL CONTRACT QTY	ORIGINAL CONTRACT AMOUNT	ADD/DEDUCT QUANTITY	C.O. #	REVISED CONTRACT QTY	REVISED CONTRACT AMOUNT	PREVIOUS QTY	PERIOD QTY	TO DATE QTY	% TO DATE	PERIOD AMOUNT
86	0467 6454	SET (TY II) (36 IN) (RCP) (6:1) (P)	EA	$5,800.00	0.00	$0.00	1.00	1	1.00	$5,800.00	1.00		1.00	100%	
87	0752 6008	TREE REMOVAL (24" - 30" DIA)	EA	$1,600.00	0.00	$0.00	3.00	1	3.00	$4,800.00	0.00		0.00		
88	0752 6009	TREE REMOVAL (30" - 36" DIA)	EA	$2,000.00	0.00	$0.00	3.00	1	3.00	$6,000.00	4.00		4.00	133%	
89	509-WC01	DE-WATERING TRENCH FOR WATER LINE RELOCATION	DAY	$200.00	0.00	$0.00	5.00	2	5.00	$1,000.00	4.00		4.00	80%	
90	502-COA1	BARRICADES, SIGNS AND TRAFFIC HANDLING	DAY	$106.67	0.00	$0.00	5.00	2	5.00	$533.35	4.00		4.00	80%	
91	1900-TR	CUT/RESTORE PAVEMENT FOR AC PIPE REMOVAL	SY	$65.00	0.00	$0.00	1,246.00	2,3	1,246.00	$80,990.00	587.43	222.30	809.73	65%	$14,449.50
92	0502-COA2	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$3,200.00	0.00	$0.00	1.00	3	1.00	$3,200.00	1.00		1.00	100%	
93	510-AW 1.5DIAPOLY	PIPE, 1.5" DIAMETER, POLY (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	LF	$65.00	0.00	$0.00	475.00	3	475.00	$30,875.00	0.00	493.00	493.00	104%	$32,045.00
94	510-AW2DIA	PIPE, 2" DIAMETER, COPPER TYPE K (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	LF	$65.00	0.00	$0.00	474.00	3	474.00	$30,810.00	0.00	492.00	492.00	104%	$31,980.00
95	9999-01COA	REIMBURESEMENT TO WILLIAMSON COUNTY FOR WASTE WATER SERVICE ADJUSTMENT AT 9518 MEADOWHEATH	LS	$817.94	0.00	$0.00	1.00	3	1.00	$817.94	1.00		1.00	100%	
96	9999-01COA	REIMBURESEMENT TO WILLIAMSON COUNTY FOR WASTE LINE INSTALLATION DELAY (4/17/17) AT THE MEADOWHEATH/HAVERSHAM CT INTERSECTION	LS	$1,045.01	0.00	$0.00	1.00	3	1.00	$1,045.01	1.00		1.00	100%	
97	465-6130	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX5FT)	EA	$4,800.00	0.00	$0.00	2.00	5	2.00	$9,600.00	2.00		2.00	100%	
98	502-WC01	BARRICADES, SIGNS AND TRAFFIC HANDLING	DAY	$106.67	0.00	$0.00	10.00	5	10.00	$1,066.70	10.00		10.00	100%	
99	999-WC01	RFI #10: REMOVE SET'S AND RAISE PIPE; NW MOORBERRY / WOODTHORPE	LS	$2,612.82	0.00	$0.00	1.00	5	1.00	$2,612.82	1.00		1.00	100%	
100	999-WC02	RFI #13: ADJUST INLETS; BROADMEADE / BRAEBURN GLEN	LS	$2,722.99	0.00	$0.00	1.00	5	1.00	$2,722.99	1.00		1.00	100%	
101	999-WC03	RFI #15: REMOVE SET, ADD PIPE AND JCTBOX; NE MOORBERRY / WOODTHORPE	LS	$4,385.91	0.00	$0.00	1.00	5	1.00	$4,385.91	1.00		1.00	100%	
102	999-WC04	RFI #22 & #24: PIPE UG; BROADMEADE AND BRAEBURN GLEN	LS	$2,074.33	0.00	$0.00	1.00	5	1.00	$2,074.33	1.04		1.04	104%	
103	999-WC05	RFI #23: PIPE UG; STILLFOREST AND TOTTENHAM	LS	$9,746.04	0.00	$0.00	1.00	5	1.00	$9,746.04	1.00		1.00	100%	
104	999-WC06	RFI #26: PIPE UG, REPLACE DRWY; BROADMEADE / SHERBROOKE	LS	$17,646.61	0.00	$0.00	1.00	6	1.00	$17,646.61	0.99		0.99	99%	
105					0.00	$0.00					0.00		0.00		
106					0.00	$0.00					0.00		0.00		
107					0.00	$0.00					0.00		0.00		

MATERIAL ON HAND	$0.00
WORK COMPLETED TO DATE	$3,720,303.14
TOTAL	$3,720,303.14
JOB TO DATE 5% RETAINAGE	$186,015.16
JOB TO DATE TOTAL	$3,534,287.98

MATERIAL ON HAND (PERIOD ADD/DEDUCT)	$0.00
PERIOD AMOUNT	$103,446.66
TOTAL	$103,446.66
5% RETAINAGE	$5,172.33
PERIOD TOTAL	$98,274.33
ORIGINAL CONTRACT AMOUNT	$3,556,659.50
APPROVED CHANGE ORDERS	$334,924.23
ADJUSTED TOTAL CONTRACT AMOUNT	$3,891,583.73

Commissioners Court - Regular Session **18.**

Meeting Date: 01/16/2018

1604-068 Forest North Ph 1 Change Order No. 8

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of -$108,905.22 for Forest North, a Road Bond Project in Commissioner Pct. 1. Project: P225. Funding Source: Road Bonds.

Background

This Change Order provides for balancing the overrrun/underrun of Contract Quantities for the items paid for by the City of Austin for the project. Changes to the final quantities on the project were the result of addressing field conditions not accounted for in the original plan quantities.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1604-068 Forest North CO No 8

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 01:16 PM
Form Started By: Dawn Haggard		Started On: 01/11/2018 08:58 AM
Final Approval Date: 01/11/2018		

Received
1/9/2018
HNTB Corporation
Round Rock

RECEIVED
JAN 03 2018
BY: PSL

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 8

1 CONTRACTOR: DeNucci Constructors

2. Change Order Work Limits. Sta n/a to Sta. n/a

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

4. Reasons. 2E (3 Max. - In order of importance - Primary first)

Project:	*1604-068*
Roadway:	*Forest North 2*
CSJ Number:	

5. Describe the work being revised:

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities for the items paid for by the City of Austin. Changes to the final quantities on the project were the result of addressing field conditions not accounted for in the original plans. All final pay quantities were reviewed and approved by the City of Austin.

6. Work to be performed in accordance with Items: **see attached**

7. New or revised plan sheet(s) are attached and numbered: **n/a**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No N/A, Special Specification Item N/A are attached

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

The contractor must sign the Change Order and by doing so agrees to waive any and all claims for additional compensation due to any and all other expenses, additional changes for time, overhead and profit or loss of compensation as a result of this change

THE CONTRACTOR Date 1/10/18

By Paul T. DeNucci

Typed/Printed Name PAUL T. DENUCCI

Typed/Printed Title MANAGER

The following information must be provided

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

Amount added by this change order: **($108,905.22)**

RECOMMENDED FOR EXECUTION:

P.E. 1/10/18
Project Manager Date

N/A
Design Engineer Date

1/4/2018
Program Manager Date

1/4/18
City of Austin Project Manager Date

Design Engineer's Seal

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 8 *Project # 1604-068*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
504S-1RM	Repositioning and Adjusting Water Meter	EA	$1,100.00	35.00	$38,500.00	(3.00)	32.00	$35,200.00	($3,300.00)
509S-1	Trench Exc. Safety Protection Systems (All Depths)	LF	$3.00	7,097.00	$21,291.00	(1,221.00)	5,876.00	$17,628.00	($3,663.00)
510-AW4-Dia	Pipe, 4" Diameter, DI CL 350 (All Depths) With Restrained Joints	LF	$65.00	39.00	$2,535.00	(35.00)	4.00	$260.00	($2,275.00)
510-AW6-Dia	Pipe, 6" Diameter, DI CL 350 (All Depths) With Restrained Joints	LF	$75.00	472.00	$35,400.00	(101.00)	371.00	$27,825.00	($7,575.00)
510-AW8-Dia	Pipe, 8" Diameter, DI CL 350 (All Depths) With Restrained Joints	LF	$85.00	2,543.00	$216,155.00	(224.00)	2,319.00	$197,115.00	($19,040.00)
510-AW12-Dia	Pipe, 12" Diameter, DI CL 350 (All Depths) With Restrained Joints	LF	$105.00	31.00	$3,255.00	6.00	37.00	$3,885.00	$630.00
510-AWW6-Dia	Pipe, 6" Diameter, PVC SDR-26 (All Depths), Including Excavation	LF	$48.00	260.00	$12,480.00	(120.00)	140.00	$6,720.00	($5,760.00)
510-BW-1.5X1.5 Dia.	Connecting New 1.5" Single Service to Existing Private Service	EA	$1,200.00	2.00	$2,400.00	1.00	3.00	$3,600.00	$1,200.00
510-BW-1.5X1.5 Dia	Connecting New 1.5" Double Service to Existing Private Service	EA	$1,600.00	35.00	$56,000.00	(4.00)	31.00	$49,600.00	($6,400.00)
510-BWW-6X6 Dia.	Connecting New 6" Service to Existing Private Service (6" Dia. New Service to 6" Dia. Private Service)	EA	$1,200.00	6.00	$7,200.00	(3.00)	3.00	$3,600.00	($3,600.00)
510-KWW	Ductile Iron Fittings	TON	$8,500.00	6.67	$56,695.00	1.07	7.74	$65,773.00	$9,078.00
511S-A6	Valves, Gate, 6" Diameter	EA	$1,600.00	14.00	$22,400.00	(3.00)	11.00	$17,600.00	($4,800.00)
511S-A8	Valves, Gate, 8" Diameter	EA	$1,800.00	38.00	$68,400.00	(1.00)	37.00	$66,600.00	($1,800.00)
511S-B	Fire Hydrant (See Standard 511S-17)	EA	$4,200.00	12.00	$50,400.00	(1.00)	11.00	$46,200.00	($4,200.00)
504S-GV6	Remove Valve, 6" Gate	EA	$400.00	16.00	$6,400.00	(3.00)	13.00	$5,200.00	($1,200.00)
504S-GV8	Remove Valve, 8" Gate	EA	$400.00	6.00	$2,400.00	4.00	10.00	$4,000.00	$1,600.00
510-JW-AC 12" x 8"	AC Pipe Connections, 12" Dia. x 8" Dia.	EA	$4,800.00	1.00	$4,800.00	(1.00)	0.00	$0.00	($4,800.00)
510-JW-AC 8" x 8"	AC Pipe Connections, 8" Dia. x 8" Dia.	EA	$3,800.00	36.00	$136,800.00	(1.00)	35.00	$133,000.00	($3,800.00)
510-JW-AC 8" x 6"	AC Pipe Connections, 8" Dia. x 6" Dia.	EA	$2,800.00	22.00	$61,600.00	(1.00)	21.00	$58,800.00	($2,800.00)
TOTALS					$805,111.00			$742,606.00	($62,505.00)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *8* ***Project #*** *1604-068*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUS REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
510-JW-AC 8" x 4"	AC Pipe Connections, 8" Dia. x 4" Dia.	EA	$2,600.00	3.00	$7,800.00	(2.00)	1.00	$2,600.00	($5,200.00)
1900-W4Dia	Removing Pipe, 4" Diameter, AC Pipe	LF	$30.00	91.00	$2,730.00	(91.00)	0.00	$0.00	($2,730.00)
1900-W6Dia	Removing Pipe, 6" Diameter, AC Pipe	LF	$32.00	1,266.00	$40,512.00	(374.00)	892.00	$28,544.00	($11,968.00)
1900-W8Dia	Removing Pipe, 8" Diameter, AC Pipe	LF	$32.00	1,450.00	$46,400.00	(23.00)	1,427.00	$45,664.00	($736.00)
1900-W12Dia	Removing Pipe, 12" Diameter, AC Pipe	LF	$62.00	36.00	$2,232.00	9.00	45.00	$2,790.00	$558.00
509-WC01	DE-WATERING TRENCH FOR WATER LINE RELOCATION	DAY	$200.00	5.00	$1,000.00	(5.00)	0.00	$0.00	($1,000.00)
509-COA1	DE-WATERING TRENCH FOR WATER LINE RELOCATION	DAY	$200.00	0.00	$0.00	4.00	4.00	$800.00	$800.00
502-COA1	BARRICADES, SIGNS AND TRAFFIC HANDLING	DAY	$106.67	5.00	$533.35	(1.00)	4.00	$426.68	($106.67)
1900-TR	CUT/RESTORE PAVEMENT FOR AC PIPE REMOVAL	SY	$65.00	1,246.00	$80,990.00	(436.27)	809.73	$52,632.45	($28,357.55)
510-AW 1.5DIAPOLY	PIPE, 1.5" DIAMETER, POLY (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	LF	$65.00	475.00	$30,875.00	18.00	493.00	$32,045.00	$1,170.00
510-AW2DIA	PIPE, 2" DIAMETER, COPPER TYPE K (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	LF	$65.00	474.00	$30,810.00	18.00	492.00	$31,980.00	$1,170.00
The "Totals" from Table B of the previous work sheet:					$805,111.00			$742,606.00	($62,505.00)
TOTALS					$1,048,993.35			$940,088.13	($108,905.22)

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

Forest North Phase 2
Williamson County Project No. 1604-068

Change Order No. 8

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities for the items paid for by the City of Austin. Changes to the final quantities on the project were the result of addressing field conditions not accounted for in the original plans. All final pay quantities were reviewed and approved by the City of Austin.

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

ITEM	DESCRIPTION	QTY	UNIT
509-COA1	DE-WATERING TRENCH FOR WATER LINE RELOCATION	4	DAY

This Change Order results in a net decrease of $108,905.22 to the Contract amount, for an adjusted Contract total of $3,727,633.84. The original Contract amount was $3,556,659.50. Due to all Change Orders to-date, $170,974.34 has been added to the Contract. Of the $170,974.34 added to the Contract, the City of Austin is responsible for $40,836.56 (1.15%) for waterline changes and the County is responsible for the remaining $130,137.78 (3.66%) for storm sewer changes. Zero (0) additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session **19.**

Meeting Date: 01/16/2018

Discuss consider and take appropriate action on Change Order 1 for contract number IFB 1708-182 for water line relocation

Submitted For:	Terron Evertson	**Submitted By:**	Daribel Texidor, Infrastructure
Department:	Infrastructure	**Division:**	Road & Bridge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1708-182, in the amount of $36,500.00 for water line relocation on the River Road and Old Windmill Road improvements.

Background

This Change Order involves the relocation of an Aqua water line that is in conflict with roadway improvements. Bid items were included in the bid documents in anticipation of conflicts between the water line and roadway improvements, but field conditions did not match what was recorded on as-builts as to size of the valves, fittings and pipes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 11:21 AM
Form Started By: Daribel Texidor		Started On: 01/11/2018 10:08 AM
Final Approval Date: 01/11/2018		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Smith Contracting Company, Inc.**

2. Change Order Work Limits: Sta. **13+05** to Sta. **73+06**

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

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

Project: ***IFB 1708-182***

Roadway: ***River Rd and Old Windmill Rd Improvements***

Purchase Order Number: _____

5. Describe the work being revised:

Items added due to differing site conditions

6. Work to be performed in accordance with Items: **All**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 12-21-17

By Hardin Camp II VP

Typed/Printed Name HARDIN CAMP II

Typed/Printed Title VP

The following information must be provided

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

Amount added by this change order: **$36,500.00**

RECOMMENDED FOR EXECUTION:

12/22/17
Project Manager / Construction Observer — Date

12/22/17
Design Engineer — Date

12/22/17
Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 *Project #* IFB 1708-182

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
W3.10.A2	3" Water Main	LF	$22.00		$0.00	1,040.00	1,040.00	$22,880.00	$22,880.00
W3.21.A3	3" Gate Valves	EA	$980.00		$0.00	2.00	2.00	$1,960.00	$1,960.00
W.2.45.A1	Potholing for Utility Locations	DAY	$2,500.00		$0.00	1.00	1.00	$2,500.00	$2,500.00
W.05	1" Pipe New Service Line	LF	$14.00		$0.00	560.00	560.00	$7,840.00	$7,840.00
W3.21.A1	1" Gate Valves	EA	$330.00		$0.00	4.00	4.00	$1,320.00	$1,320.00
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
TOTALS					$0.00			$36,500.00	$36,500.00

CHANGE ORDER REASON(S) CODE CHART

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

Commissioners Court - Regular Session **20.**

Meeting Date: 01/16/2018

Discuss consider and take appropriate action on an Advanced Funding Agreement for a transportation alternative program project

Submitted For: Terron Evertson **Submitted By:** Daribel Texidor, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Advanced Funding Agreement for a transportation alternative program project, Brushy Creek Regional Trail Phase V, with the Texas Department of Transportation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Advance Funding Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 11:21 AM
Form Started By: Daribel Texidor		Started On: 01/11/2018 11:03 AM
Final Approval Date: 01/11/2018		

CSJ: 0914-05-191
District #: 14-AUS
Code Chart 64#: 50246
Project: Brushy Creek Regional Trail Phase V
CFDA Title: Highway Planning and Construction
CFDA Number: 20.205
Federal Highway Administration
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT MPO-Selected Off-System

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

BACKGROUND

Local Government and State have adopted a Master Agreement that states the general terms and conditions for transportation projects developed through this LPAFA.

Local Government prepared and submitted to State or Metropolitan Planning Organization ("**MPO**") a nomination form for consideration under the Transportation Alternatives Program ("**TAP**") for the project, which is briefly described as Brushy Creek Regional Trail Phase V ("**Project**").

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and MPOs develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds.

The Texas Transportation Commission ("**Commission**") passed Minute Order Number 114335 ("**MO**") dated August 27, 2015 awarding funding for projects in the 2015 TAP Program Call of the Capital Area MPO, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment A.

Therefore, State and Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

1.1. Period of Agreement. The period of this LPAFA is as stated in the Master Agreement, without exception.

1.2. Period of Performance.

a. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization Agreement ("FPAA") for that phase of work. Local Government may not begin work until issued the State Letter of Authority ("SLOA") for that phase of work.

b. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Termination of the Agreement

2.1. This Agreement may be terminated by any of the following conditions:

a. By mutual written consent and agreement of all parties;

b. By any party with 90 days written notice; or

c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

2.2. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

2.3. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

2.4. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:

a. Local Government fails to satisfy any requirements of the program rules cited in 43 Tex. Admin. Code Subchapter 11.F.

b. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.

c. Local Government withdraws from participation in Project.

d. State determines that federal funding may be lost due to Project not being implemented and completed.

e. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.

f. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.

g. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

2.5. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice within 270 days of FPAA.

3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work, Use of Project, and Project Location

4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of: construction of a 10 foot wide concrete trail with up to two bicycle and pedestrian bridges over Brushy Creek. The approximately 2.75 miles trail shall start from Hairy Man Road and continue to Creek Side Plaza and complete a gap in the current trail.

4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

5.3. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved

Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

5.4. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

5.5. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.

5.6. For State-selected projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.

5.7. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.

5.8. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

5.9. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

5.10. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

5.11. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved

activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

5.12. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

6. Utilities

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 State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

7. Environmental Assessment and Mitigation

Development of 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.

7.1. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.

7.2. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

7.3. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

7.4. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Architectural and Engineering Services

Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TAP reimbursement.

8.1. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("**AASHTO**") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

8.2. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

8.3. When architectural and engineering services are provided by or through State, then the following applies:

State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

9. Construction Responsibilities

9.1. Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of 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 State prior to advertising for construction.

9.2. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

9.3. All contract change order review and approval procedures must be approved by State prior to start of construction.

9.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

9.5. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

9.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to

authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

10. Project Maintenance

10.1. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

10.2. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

10.3. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

10.4. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

11. Local Project Sources and Uses of Funds

11.1. A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local

Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

11.2. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Procedures Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.

11.3. The Project budget and source of funds estimate based on the budget provided in the nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission or MPO in consultation with State to Project. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement ("**FPAA**"), or other federal documents.

11.4. Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project's estimated budget and any operating or maintenance expenses.

11.5. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

11.6. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.

11.7. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

11.8. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

11.9. Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting, any excess funds remain, those funds may be applied by State to Local Government's

contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.

11.10. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

11.11. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

11.12. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement 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.

11.13. State will not pay interest on any funds provided by Local Government.

11.14. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

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

11.16. If Local government is an Economically Disadvantaged County ("**EDC**") and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

12. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

13. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

14. 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 LPAFA. When required, Local Government shall furnish State with satisfactory proof of this compliance.

15. Disadvantaged Business Enterprise Program Requirements

15.1. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

15.2. Local Government shall adopt, in its totality, State's federally approved DBE program.

15.3. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

15.4. Local Government shall follow all other parts of 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.

15.5. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. 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. 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 Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

15.6. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) 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.

16. 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, Local Government certifies that it and its principals are 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, to include principals, 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 Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

17. Lobbying Certification

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

17.1. 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.

17.2. 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 Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

17.3. 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 imposed by 31 USC § 1352 for making or entering into this transaction. 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.

18. Insurance

18.1. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

18.2. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

19. Federal Funding Accountability and Transparency Act Requirements

19.1. 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.

19.2. Local Government agrees that it shall:

a. Obtain and provide to State a System for Award Management ("**SAM**") number (Federal Acquisition Regulation ("**FAR**") Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is https://www.sam.gov/portal/public/SAM/

b. Obtain and provide to 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 on-line registration website http://fedgov.dnb.com/webform; and

c. Report the total compensation and names of its top five executives to State if:

1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

20. Single Audit Report

20.1. 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 Part 200.

20.2. 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. If expenditures are less than the threshold during Local Government's fiscal year, 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 _____.

20.3. For each year Project remains open for federal funding expenditures, 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 Project has been formally closed out and no charges have been incurred within the current fiscal year.

21. Civil Rights Compliance

21.1. 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 a part of this contract.

21.2. 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.

21.3. 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.

21.4. 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 its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. 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 FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

21.5. 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:

a. withholding of payments to the Local Government under the contract until the Local Government complies and/or

b. cancelling, terminating, or suspending of the contract, in whole or in part.

21.6. Incorporation of Provisions: The Local Government will include the provisions of paragraphs 21.1 through 21.6 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 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 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.

22. Pertinent Non-Discrimination Authorities

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

22.1. 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.

22.2. 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).

22.3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

22.4. 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.

22.5. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

22.6. 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).

22.7. 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).

22.8. 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.

22.9. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

22.10. 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.

22.11. 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).

22.12. 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.).

23. Signatory Warranty

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

24. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

Each party is signing this agreement on the date stated opposite that party's signature.

County of Williamson

Date: _____ By: _____
Dan A. Gattis
Judge, County of Williamson

THE STATE OF TEXAS

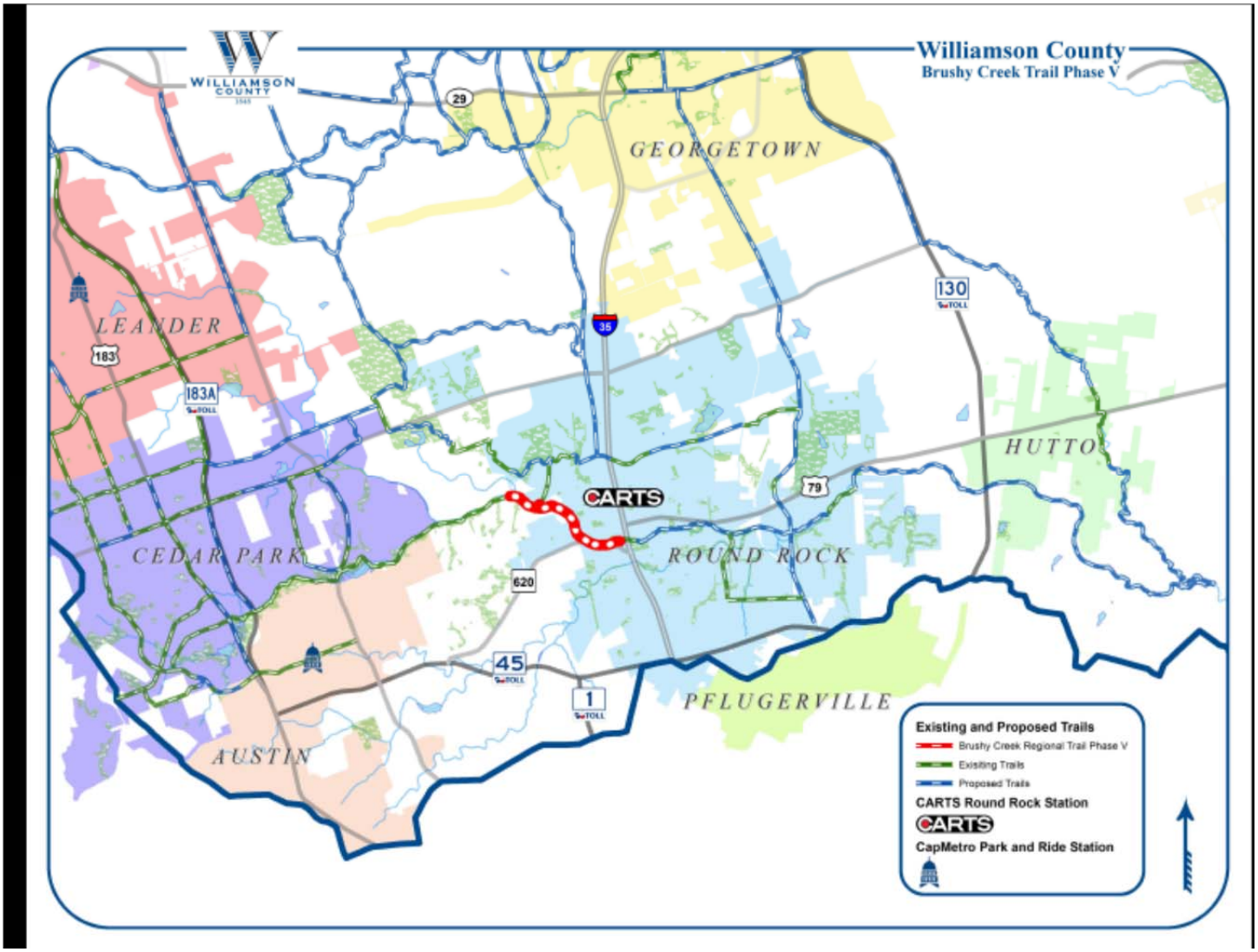
Date: _____ By: _____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

CSJ: 0914-05-191
District #: 14-AUS
Code Chart 64#: 50246
Project: Brushy Creek Regional Trail Phase V
CFDA Title: Highway Planning and Construction
CFDA Number: 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

CSJ: 0914-05-191
District #: 14-AUS
Code Chart 64#: 50246
Project: Brushy Creek Regional Trail Phase V
CFDA Title: Highway Planning and Construction
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Federal Highway Administration
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP



CSJ: 0914-05-191 Fed. # STP: {enter CSJ}
Code Chart 64#: 50246
Project: Brushy Creek Regional Trail Phase V
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT C

PROJECT ESTIMATE AND SOURCE OF FUNDS

(State *or* **LG)** Performs PE Work or Hires Consultant / (State *or* **LG**) Lets Project to Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes additional percentage for TDC apportionment where applicable		**State Participation**		**Local Government (LG) Participation** Includes any EDC reduction where applicable	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST	$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering	$193,042	0%	$0	0%	$0	0%	$193,042
Environmental Cost	$0	0%	$0	0%	$0	0%	$0
Right of Way	$0	0%	$0	0%	$0	0%	$0
Utilities	$0	0%	$0	0%	$0	0%	$0
Construction	$1,930,415	57%	$1,100,336	0%	$0	43%	$830,079
In-kind donation Value (Add to Total Project Cost - 20% Maximum value)	$0	0%	$0	0%	$0	0%	$0
Work by LG Subtotal	**$2,123,457**		**$0**		**$0**		**$1,023,121**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering[1]	$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]	$0	0%	$0	0%	$0	0%	$0
Right of Way[3]	$0	0%	$0	0%	$0	0%	$0
Utilities[2]	$0	0%	$0	0%	$0	0%	$0
Construction[2]	$0	0%	$0	0%	$0	0%	$0
Work by State Subtotal	**$0**		**$0**		**$0**		**$0**

CSJ: 0914-05-191 Fed. # STP: {enter CSJ}
Code Chart 64#: 50246
Project: Brushy Creek Regional Trail Phase V
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Federal Highway Administration
Not Research and Development

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes additional percentage for TDC apportionment where applicable		**State Participation**		**Local Government (LG) Participation** Includes any EDC reduction where applicable	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering[1]	$43,434	80%	$34,747	0%	$0	20%	$8,687
Environmental Cost[1]	$28,956	80%	$23,165	0%	$0	20%	$5,791
Right of Way[1]	$7,237	80%	$5,790	0%	$0	20%	$1,447
Utilities[1]	$7,237	80%	$5,790	0%	$0	20%	$1,447
Construction[2]	$202,698	80%	$162,158	0%	$0	20%	$40,540
Direct State Costs Subtotal	$289,562	80%	$231,650	0%	$0	20%	$57,912
Indirect State Costs	$123,161		$0		$123,161		$0
TOTAL PARTICIPATION	$2,536,180		$1,331,986		$123,161		$1,081,033
In-kind Contribution Credit Applied						0%	$193,042
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$887,991**

The estimated total participation by Local Government is $1,081,033, plus 100% of overruns. (*Local Government will provide an overmatch.)

Total estimated payment by Local Government to State is $57,912.

[1]Local Government's first payment of $17,372 is due to State within 30 days from execution of this contract. (Previously received November, 2016)

[2] Local Government's second payment of $40,540 is due to State within 60 days prior to the Construction contract being advertised for bids.

[3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are $1,331,986.

Commissioners Court - Regular Session **21.**

Meeting Date: 01/16/2018

Discuss consider and take appropriate action on Interlocal Agreement with Aqua Utilities Inc regarding reimbursement f water line relocations

Submitted For: Terron Evertson **Submitted By:** Daribel Texidor, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Interlocal Agreement with Aqua Utilities Inc. regarding reimbursement for water line relocations associated with the River Road and Old Windmill Road improvements.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 11:21 AM
Form Started By: Daribel Texidor		Started On: 01/11/2018 10:30 AM
Final Approval Date: 01/11/2018		

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 Aqua Utilities, Inc dba Aqua Texas, Inc ("**Aqua**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, Aqua and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the County is, has been and will be in the process of improving River Rd, Old Windmill Rd and San Gabriel Ranch Rd (the "County Projects"); and

WHEREAS, some of Aqua's water system lines and appurtenances (the "Improvements") are located within existing County right-of-way; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate portions of the Improvements within existing County right-of-way and/or into the new rights-of-way; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate the Improvements within certain segments of the County Project within existing County right-of-way and/or into the new rights-of-way.

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 provide for the County's re-location of the Aqua waterlines caused by the County's reconstruction and/or widening of River Rd, Old Windmill Rd and San Gabriel Ranch Rd (the "Aqua Project").

1.02 Relocation of Improvements. The County will, at its own expense, relocate the Improvements as described in the construction plans and the specifications associated with the construction plans (the "Plans and Specifications") within existing County right-of-way and/or the new rights-of-way acquired by the County. Additionally, the County:

(a) grants Aqua a right to utilize a portion within existing County right-of-way and/or the new rights-of-way for its water lines;

(b) provides Aqua the right to make any repairs or improvements to its water lines, but with the obligation to repair the overlying roadway improvements, including but not limited to driveways; and

The Plans and Specifications are those prepared by Williamson County, dated 08/09/17 and entitled River Rd & Old Windmill Rd, and by Freese and Nichols, to be dated in January of 2018 and entitled San Gabriel Ranch Road Bridge at Lackey Creek, which are incorporated herein by reference.

1.03 Continuation of Service. The County agrees that the County Project shall be undertaken so as to minimize any disruption of water service to existing customers of the Aqua and will not result in the permanent loss of water service to any such customers.

II.
CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the Project.

2.02 Construction Plans. The County shall submit the Project Plans and specifications related to relocation of the Waterline, and any changes or modifications thereto, to the Aqua for review and approval prior to commencing construction.

2.03 Inspection. Aqua may inspect the Project Plans and the physical improvements and relocated Waterline during construction. If Aqua's inspectors determine that the construction by the County is not in accordance with the approved Project Plans and upon receipt of such notification from the Aqua, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the Aqua.

2.04 Future Relocations. Should the County or other entity require the relocation of the Aqua water system improvements previously relocated by this Agreement, Aqua shall, at its own expense, be responsible for the relocation expenses, including the acquisition of new easements, if necessary.

2.05 Repayment of Costs. Aqua shall reimburse the County for all costs that the County incurs for inspections, permitting, engineering, construction, legal services and other services related to the relocation of the Waterlines as stated herein (the "Aqua Reimbursement").

(a) The Aqua Reimbursement shall be in an amount not to exceed Five Hundred Thousand Dollars ($500,000). The final amount of the Aqua Reimbursement will be based upon actual costs incurred by the County for the Aqua Reimbursement. All invoices shall be presented to Aqua as soon as possible after Aqua has accepted the Aqua Project.

(b) The Aqua Reimbursement shall be payable to the County within 60 days after Aqua has finally accepted the Aqua Project. Said acceptance will not be unreasonably withheld.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the Aqua as an additional insured on any policies related to the Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the Aqua for the Project in amounts satisfactory to the Aqua. The County shall transfer any warranties for the Project to the Aqua upon final completion and acceptance of the project.

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, arbitration 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 3.01 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:

AQUA:

Aqua Utilities, Inc dba Aqua Texas, Inc
1106 Clayton Lane, Suite 400W
Austin, Texas 78723
Attn: Robert L. Laughman
Telephone: (512) 990-4400

COUNTY:

Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Dan Gattis

Telephone: (512) 943-1577

4.09 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.

4.10 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

CRISTINA ADRIANA FIERRO
Notary Public, State of Texas
My Commission Expires
August 13, 2018

BCC
DGR

ATTEST:

County Clerk

AQUA Utilities, Inc dba Aqua Texas, Inc:

By: R L Laughman

Printed Name: Robert L. Laughman

Title: President

Date: 1/5/18

WILLIAMSON COUNTY:

By: _____

Printed Name: Dan A. Gattis

Title: County Judge

Date: _____

Commissioners Court - Regular Session **22.**

Meeting Date: 01/16/2018

Line Item Transfer for Road and Bridge

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Department, to move $350,000 from San Gabriel Dam P439 to Cedar Hollow Relief P479.

Background

This line item transfer is reducing the budget in May 2015 Floods, from San Gabriel Dam P439, and increasing the budget in URS Funding to Cedar Hollow Relief P479.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/10/2018 11:12 AM
Form Started By: Emmeline Palma		Started On: 01/08/2018 09:57 AM
Final Approval Date: 01/10/2018		

Commissioners Court - Regular Session **23.**

Meeting Date: 01/16/2018

LTP Budget Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Long Term Planning Budget Transfer to close and move all funds from Corridor A1 (P458) and Corridor E1 (P460) to Southeast Corridor Study (A1/A2/E1) (P463).

Background

On December 12, 2017, Commissioner's Court approved the amendments to the Williamson County Long Range Transportation Plan to address current and projected needs in the public interest. As a result this budget transfer request is to combine two projects, Corridor A1 (P458) and Corridor E1 (P460), into one new project – The Southeast Corridor (P463).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LTP Budget Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 08:13 AM
Form Started By: Emmeline Palma		Started On: 01/11/2018 08:03 AM
Final Approval Date: 01/11/2018		

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

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

From: Michael J. Weaver

Date: January 9, 2018

Re: LTP Corridor Budget Adjustment

As a result of Commissioner's Court action on December 12, 2017 we have combined two projects – Corridor A1 (P458) and Corridor E1 (P460) into one new project – The Southeast Corridor. Based on that action please make the following budget adjustments to the LTP Corridor Program:

- Open a new P# for the Southeast Corridor Study (A1/A2/E1)
- Close P458 (Corridor A1) and move all funds to the Southeast Corridor (new P#)
- Close P460 (Corridor E1) and move all funds to the Southeast Corridor (new P#)

If you have any questions, please let me know.

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
J. Terron Evertson, P.E., Williamson County Engineer
Connie Watson, Williamson County Public Information Officer
Christen Eschberger, P.E., HNTB
Maria Castanon, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session **24.**

Meeting Date: 01/16/2018

Sub Reg Amds

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 AM - Conduct a public hearing regarding proposed amendments to Appendix A - Platting Guidelines of the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.

Background

This public hearing was set at the Williamson County Commissioners Court's January 9, 2018 session. Notice of this public hearing was published in the Williamson County Sun's January 14, 2018 edition.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposed Order Adopting Amds to Appx A Subdiv Regs

Proposed Subdivision Appx A Amds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 08:13 AM
Form Started By: Hal Hawes		Started On: 01/10/2018 07:16 PM
Final Approval Date: 01/11/2018		

ORDER

AN ORDER OF THE WILLIAMSON COUNTY COMMISSIONERS COURT ADOPTING A REVISION OF APPENDIX A – PLATTING GUIDELINES OF THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS

WHEREAS, Chapter 232 of the Texas Local Government Code requires the County to approve an order adopting or revising the Williamson County Subdivision Regulations; and

WHEREAS, pursuant to said requirement, the County has published notice of and conducted a public hearing on the 16th day of January, 2018 at a regularly-scheduled Williamson County Commissioners Court meeting in Georgetown, Texas.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, THAT:

SECTION 1**.** The facts and recitations contained in the preamble of this Order are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The Commissioners Court finds it to be in the best interest of the citizens of the County to adopt amendments to Appendix A - Platting Guidelines, Williamson County Subdivision Regulations, said amended Appendix A - Platting Guidelines, Williamson County Subdivision Regulations being attached hereto and incorporated herein as Exhibit "A".

SECTION 3. The County Judge is hereby authorized to sign this Order on behalf of the County.

SECTION 4. This Order shall be effective after the 16th day of January, 2018.

ORDERED this 16th day of January, 2018.

WILLIAMSON COUNTY:

_____

Dan A. Gattis, County Judge

Exhibit "A"

APPENDIX A – PLATTING GUIDELINES

As a guide to the public in determining when it is necessary to file a plat and comply with these Regulations (as amended), the Commissioner's Court (as an incident of its power to enforce the subdivision laws and regulations under Chapter 232, Texas Local Government Code, as amended) has adopted the following policy guidelines stating when the division of an existing tract shall be considered by the Court to be a subdivision requiring the filing of a plat by law, and thus requiring compliance with these Regulations.

A1 – Plat Required

A1.1 In accordance with Chapter 232.001, Texas Local Government Code, (or if said section is amended) the owner of a tract of land located outside the limits of a municipality must have a plat of the subdivision prepared if the owner divides the tract into two or more parts to lay out:

A1.1.1 a subdivision of the tract, including an addition:

A1.1.2 lots: or

A1.1.3 streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

A1.2 A division of a tract includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for deed by using a contract for sale or other executory contract to convey, or by using any other method.

A1.3 The final plat must be filed and recorded with the Williamson County Clerk.

A2 - Exceptions by Law

A2.1 A property that fronts on a public street whose boundary has not changed since February 1, 2000 is considered a legal lot

A2.2 The County hereby adopts all of the exceptions to platting requirements as stated in Section 232.0015, Texas Local Government Code, and any amendments to said statute later adopted by the Texas Legislature.

A3 - Additional Exceptions

A3.1 The Commissioner's Court has adopted the following additional policy guidelines stating when the division of an existing tract shall be considered exempt from the requirements for filing of a plat:

A3.1.1 Any tract whose boundary has not changed since February 21, 1985 may be sold in its entirety without being platted.

A3.1.2 A plat is not required when daughter tracts are created solely for purposes of platting them as individual subdivisions in their own right. The Owner must submit to the Court the preliminary plat for the project as a whole before claiming this exception.

A3.1.3 A plat is not required when two adjacent landowners adjust or change the property lines which separate their respective tracts, so long as there is the same number of tracts and Owners after the transaction as existed before it. This exemption applies whether the transaction requires an exchange of land by both Owners, or only a transfer of land from one Owner to the other, and whether the transaction takes the form of a sale or of an exchange in kind.

A3.1.4 Any land added to a tract through such a transaction shall become an integral part of that tract, and may not be separately conveyed except in compliance with the subdivision laws. Each resulting tract shall, of course, be subject to the minimum lot size requirements of these Regulations and other applicable laws. This exception does not apply if the adjustment will change the boundary between two legally platted lots, or add or subtract land from a legally platted subdivision.

This exemption may not be exercised within two years of exercising another exemption.

A3.1.5 A plat is not required when a smaller tract is surveyed out of the parent tract solely for the purposes of obtaining financing for purchase or improvement of that part of the property, provided that possession and primary beneficial ownership of the entire parent tract are intended to remain unified.

A3.1.6 A plat is not required when a smaller tract is created by the legitimate foreclosure of a valid lien on a part of the parent tract. This provision does not exempt sham transactions or foreclosures staged to avoid the platting requirement.

A3.1.7 A plat is not required if the property has been divided by the final decree of a court of record with appropriate jurisdiction.

A3.2 All exemptions in this subsection must be approved in writing by the County Engineer prior to the division of the property. To claim any exemption, the person or entity who claims to be entitled to any exclusion to platting set out in these Guidelines must provide:

A3.2.1 An affidavit claiming the exemption and setting out the detailed basis for exclusion from the platting requirement, subject to penalties of perjury (Appendix P).

A3.2.2 A copy of the deeds or other instruments creating the daughter tracts referenced in the affidavit.

A4 - Vesting Requirements

A4.1 In accordance with V.T.C.A., Chapter 245, Local Government Code, a completed application submitted prior to the effective date of the ordinance from which this chapter is derived will be reviewed on the basis of any regulations or requirements in effect at the time the completed application is filed; unless, at the applicant's option, the applicant elects to proceed under the new regulations or requirements.

A4.2 In reliance upon properly issued permits or approvals, any applicant that claims exception from any provision of this subchapter based upon a claim of vested rights shall file a request for vested rights determination with the County demonstrating:

A4.2.1 The applicant made substantial financial commitments or assumed substantial financial obligations within the purview of the activities authorized by said permit or approval; and

A4.2.2 The applicant has proceeded in good faith, and no approvals or permits have lapsed or been revoked; or

A4.2.3 The applicant has established any other factor which may establish vested rights under state or federal law; or

A4.2.4 The applicant filed an application as provided in V.T.C.A., Local Government Code ch. 245 prior to adoption of the regulations against which vested rights are claimed, that the regulations against which vested rights are claimed are not subject to an exemption as provided in V.T.C.A., Local Government Code § 245.004 and that the project has not become dormant as defined in V.T.C.A., Local Government Code § 245.005 and this chapter.

A4.3 After receiving a request for vested rights determination, the County shall review the request and approve, deny or request additional information to be provided for consideration of the request within 20 working days. Upon review of the request, if the County finds that the applicant has provided sufficient information to establish that one or more permits exists on a project, the administrator shall issue a certificate to the applicant recognizing vested rights for the project and the terms and conditions required for the continuance of the vested rights.

A5 - Private Real Property Rights Preservation Act

A5.1 The County acknowledges a duty to comply with the Texas Real Property Rights Preservation Act (“Act”). In compliance with the Act, the County will prepare, periodically update and approve a Takings Impact Analysis, after requisite public hearings and notice.

APPENDIX A – PLATTING GUIDELINES

As a guide to the public in determining when it is necessary to file a plat and comply with these Regulations (as amended), the Commissioner's Court (as an incident of its power to enforce the subdivision laws and regulations under Chapter 232, Texas Local Government Code, as amended) has adopted the following policy guidelines stating when the division of an existing tract shall be considered by the Court to be a subdivision requiring the filing of a plat by law, and thus requiring compliance with these Regulations.

A1 – Plat Required

A1.1 ~~Unless otherwise specifically exempted in these regulations, a plat will always be required when:~~ In accordance with Chapter 232.001, Texas Local Government Code, (or if said section is amended) the owner of a tract of land located outside the limits of a municipality must have a plat of the subdivision prepared if the owner divides the tract into two or more parts to lay out:

A1.1.1 a subdivision of the tract, including an addition;

A1.1.2 lots; or

A1.1.3 streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

A1.2 A division of a tract includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for deed by using a contract for sale or other executory contract to convey, or by using any other method.

A1.3 The final plat must be filed and recorded with the Williamson County Clerk.

A2 - Exceptions by Law

A2.1 A property that fronts on a public street whose boundary has not changed since February 1, 2000 is considered a legal lot.

A2.2 The County hereby adopts all of the exceptions to platting requirements as stated in Section 232.0015, Texas Local Government Code, and any amendments to said statute later adopted by the Texas Legislature.

Deleted: a parent tract is divided into two or more daughter tracts

Deleted: ,

Deleted: or

Deleted: 2

Deleted: if roads, parks or other parts of the tract are intended to be dedicated to public use

Deleted: ¶

Deleted: A1.2 If a plat is required under these guidelines, it is immaterial that the sale of daughter tracts is by contract, option, long-term lease (60 months or more), or lease-purchase, rather than by deed, or that the daughter tracts are described by metes and bounds rather than lot and block.¶

Deleted: . *[Texas Court of Appeals, Elgin Bank v. Travis County]*

Deleted: as amended,

Deleted: the filing of a plat is not required when the Owner does not lay out a part of the tract as described by subsection A1.1.2 and when:

A3 - Additional Exceptions

A3.1 The Commissioner's Court has adopted the following additional policy guidelines stating when the division of an existing tract shall be considered exempt from the requirements for filing of a plat:

A3.1.1 Any tract whose boundary has not changed since February 21, 1985 may be sold in its entirety without being platted.

A3.1.2 A plat is not required when daughter tracts are created solely for purposes of platting them as individual subdivisions in their own right. The Owner must submit to the Court the preliminary plat for the project as a whole before claiming this exception.

A3.1.3 A plat is not required when two adjacent landowners adjust or change the property lines which separate their respective tracts, so long as there is the same number of tracts and Owners after the transaction as existed before it. This exemption applies whether the transaction requires an exchange of land by both Owners, or only a transfer of land from one Owner to the other, and whether the transaction takes the form of a sale or of an exchange in kind.

A3.1.4 Any land added to a tract through such a transaction shall become an integral part of that tract, and may not be separately conveyed except in compliance with the subdivision laws. Each resulting tract shall, of course, be subject to the minimum lot size requirements of these Regulations and other applicable laws. This exception does not apply if the adjustment will change the boundary between two legally platted lots, or add or subtract land from a legally platted subdivision.

This exemption may not be exercised within two years of exercising another exemption.

A3.1.5 A plat is not required when a smaller tract is surveyed out of the parent tract solely for the purposes of obtaining financing for purchase or improvement of that part of the property, provided that possession and primary beneficial ownership of the entire parent tract are intended to remain unified.

A3.1.6 A plat is not required when a smaller tract is created by the legitimate foreclosure of a valid lien on a part of the parent tract. This provision does not exempt sham transactions or foreclosures staged to avoid the platting requirement.

A3.1.7 A plat is not required if the property has been divided by the final decree of a court of record with appropriate jurisdiction.

A3.2 All exemptions in this subsection must be approved in writing by the County Engineer prior to the division of the property. To claim any exemption, the person or entity who claims to be entitled to any exclusion to platting set out in these Guidelines must provide:

A3.2.1 An affidavit claiming the exemption and setting out the detailed basis for exclusion from the platting requirement, subject to penalties of perjury (Appendix P).

A3.2.2 A copy of the deeds or other instruments creating the daughter tracts referenced in the affidavit.

Deleted: <#>All daughter tracts are greater than 10 acres. *[LGC § 232.0015(f)]*¶
<#>The land is to be used primarily for agricultural use, as defined by Article VIII, Section 1d, Texas Constitution, as amended, or for farm, ranch, wildlife management, or timber production use within the meaning of Art. VIII, Sec. 1-d-1, Texas Constitution, as amended. *[LGC § 232.0015(c)]* If a tract of land ceases to be used primarily for these uses, the Owner shall be required to comply with these Regulations on the same basis as any newly divided tract. *[LGC § 232.0015(d)]*¶
<#>A person makes a conveyance of four or fewer tracts, each of which is sold, conveyed, given, or otherwise transferred, to persons who are related to the Owner within the third degree of consanguinity (parent, child, grandparent, grandchild, sister, brother, great-grandparent, great-grandchild, aunt, uncle, niece, nephew) or affinity (the spouse of anyone listed above, or so related to the Owner's spouse) for their personal use; provided, however, that each daughter tract is either located on a public road or has access to such a road by a private easement. *[LGC § 232.0015(e)]*¶
<#>All daughter tracts are to be sold to veterans through the Veteran's Land Board Program. *[LGC § 232.0015(g)]*¶
<#>the Owner of the land is the State of Texas, an agency, board or commission of the State of Texas, or a permanent school fund or other dedicated fund of the State, and the Owner does not lay out any part of the tract for roads, parks, or other areas for the common use of two or more tracts or for the use of the public. *[LGC § 232.0015(h)*¶
<#>The Owner is a political subdivision of the State of Texas, the land is situated in a floodplain, and all lots are sold to adjoining landowners. *[LGC § 232.0015(i)]*¶
<#>The Owner divides the tract into two parts and one new part is retained by the Owner and the balance of the property is transferred to another person who will further subdivide the tract subject to the platting requirements herein. *[LGC § 232.0015(j)]*¶
<#>The Owner transfers all parts to persons who owned an undivided interest in the original tract and a plat is filed before any further development of any part of the tract. *[LGC § 232.0015(k)]*¶

A4 - Vesting Requirements

A4.1 In accordance with V.T.C.A., Chapter 245, Local Government Code, a completed application submitted prior to the effective date of the ordinance from which this chapter is derived will be reviewed on the basis of any regulations or requirements in effect at the time the completed application is filed; unless, at the applicant's option, the applicant elects to proceed under the new regulations or requirements.

A4.2 In reliance upon properly issued permits or approvals, any applicant that claims exception from any provision of this subchapter based upon a claim of vested rights shall file a request for vested rights determination with the County demonstrating:

A4.2.1 The applicant made substantial financial commitments or assumed substantial financial obligations within the purview of the activities authorized by said permit or approval; and

A4.2.2 The applicant has proceeded in good faith, and no approvals or permits have lapsed or been revoked; or

A4.2.3 The applicant has established any other factor which may establish vested rights under state or federal law; or

A4.2.4 The applicant filed an application as provided in V.T.C.A., Local Government Code ch. 245 prior to adoption of the regulations against which vested rights are claimed, that the regulations against which vested rights are claimed are not subject to an exemption as provided in V.T.C.A., Local Government Code § 245.004 and that the project has not become dormant as defined in V.T.C.A., Local Government Code § 245.005 and this chapter.

A4.3 After receiving a request for vested rights determination, the County shall review the request and approve, deny or request additional information to be provided for consideration of the request within 20 working days. Upon review of the request, if the County finds that the applicant has provided sufficient information to establish that one or more permits exists on a project, the administrator shall issue a certificate to the applicant recognizing vested rights for the project and the terms and conditions required for the continuance of the vested rights.

A5 - Private Real Property Rights Preservation Act

A5.1 The County acknowledges a duty to comply with the Texas Real Property Rights Preservation Act (“Act”). In compliance with the Act, the County will prepare, periodically update and approve a Takings Impact Analysis, after requisite public hearings and notice.

Commissioners Court - Regular Session **25.**

Meeting Date: 01/16/2018

Amds to Subdiv Regs Action

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on amending Appendix A - Platting Guidelines of the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposed Order Adopting Amds to Appx A Subdiv Regs

Proposed Subdivision Appx A Amds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 08:13 AM
Form Started By: Hal Hawes		Started On: 01/10/2018 07:24 PM
Final Approval Date: 01/11/2018		

ORDER

AN ORDER OF THE WILLIAMSON COUNTY COMMISSIONERS COURT ADOPTING A REVISION OF APPENDIX A – PLATTING GUIDELINES OF THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS

WHEREAS, Chapter 232 of the Texas Local Government Code requires the County to approve an order adopting or revising the Williamson County Subdivision Regulations; and

WHEREAS, pursuant to said requirement, the County has published notice of and conducted a public hearing on the 16th day of January, 2018 at a regularly-scheduled Williamson County Commissioners Court meeting in Georgetown, Texas.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, THAT:

SECTION 1**.** The facts and recitations contained in the preamble of this Order are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The Commissioners Court finds it to be in the best interest of the citizens of the County to adopt amendments to Appendix A - Platting Guidelines, Williamson County Subdivision Regulations, said amended Appendix A - Platting Guidelines, Williamson County Subdivision Regulations being attached hereto and incorporated herein as Exhibit "A".

SECTION 3. The County Judge is hereby authorized to sign this Order on behalf of the County.

SECTION 4. This Order shall be effective after the 16th day of January, 2018.

ORDERED this 16th day of January, 2018.

WILLIAMSON COUNTY:

_____

Dan A. Gattis, County Judge

Exhibit "A"

APPENDIX A – PLATTING GUIDELINES

As a guide to the public in determining when it is necessary to file a plat and comply with these Regulations (as amended), the Commissioner's Court (as an incident of its power to enforce the subdivision laws and regulations under Chapter 232, Texas Local Government Code, as amended) has adopted the following policy guidelines stating when the division of an existing tract shall be considered by the Court to be a subdivision requiring the filing of a plat by law, and thus requiring compliance with these Regulations.

A1 – Plat Required

A1.1 In accordance with Chapter 232.001, Texas Local Government Code, (or if said section is amended) the owner of a tract of land located outside the limits of a municipality must have a plat of the subdivision prepared if the owner divides the tract into two or more parts to lay out:

A1.1.1 a subdivision of the tract, including an addition:

A1.1.2 lots: or

A1.1.3 streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

A1.2 A division of a tract includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for deed by using a contract for sale or other executory contract to convey, or by using any other method.

A1.3 The final plat must be filed and recorded with the Williamson County Clerk.

A2 - Exceptions by Law

A2.1 A property that fronts on a public street whose boundary has not changed since February 1, 2000 is considered a legal lot

A2.2 The County hereby adopts all of the exceptions to platting requirements as stated in Section 232.0015, Texas Local Government Code, and any amendments to said statute later adopted by the Texas Legislature.

A3 - Additional Exceptions

A3.1 The Commissioner's Court has adopted the following additional policy guidelines stating when the division of an existing tract shall be considered exempt from the requirements for filing of a plat:

A3.1.1 Any tract whose boundary has not changed since February 21, 1985 may be sold in its entirety without being platted.

A3.1.2 A plat is not required when daughter tracts are created solely for purposes of platting them as individual subdivisions in their own right. The Owner must submit to the Court the preliminary plat for the project as a whole before claiming this exception.

A3.1.3 A plat is not required when two adjacent landowners adjust or change the property lines which separate their respective tracts, so long as there is the same number of tracts and Owners after the transaction as existed before it. This exemption applies whether the transaction requires an exchange of land by both Owners, or only a transfer of land from one Owner to the other, and whether the transaction takes the form of a sale or of an exchange in kind.

A3.1.4 Any land added to a tract through such a transaction shall become an integral part of that tract, and may not be separately conveyed except in compliance with the subdivision laws. Each resulting tract shall, of course, be subject to the minimum lot size requirements of these Regulations and other applicable laws. This exception does not apply if the adjustment will change the boundary between two legally platted lots, or add or subtract land from a legally platted subdivision.

This exemption may not be exercised within two years of exercising another exemption.

A3.1.5 A plat is not required when a smaller tract is surveyed out of the parent tract solely for the purposes of obtaining financing for purchase or improvement of that part of the property, provided that possession and primary beneficial ownership of the entire parent tract are intended to remain unified.

A3.1.6 A plat is not required when a smaller tract is created by the legitimate foreclosure of a valid lien on a part of the parent tract. This provision does not exempt sham transactions or foreclosures staged to avoid the platting requirement.

A3.1.7 A plat is not required if the property has been divided by the final decree of a court of record with appropriate jurisdiction.

A3.2 All exemptions in this subsection must be approved in writing by the County Engineer prior to the division of the property. To claim any exemption, the person or entity who claims to be entitled to any exclusion to platting set out in these Guidelines must provide:

A3.2.1 An affidavit claiming the exemption and setting out the detailed basis for exclusion from the platting requirement, subject to penalties of perjury (Appendix P).

A3.2.2 A copy of the deeds or other instruments creating the daughter tracts referenced in the affidavit.

A4 - Vesting Requirements

A4.1 In accordance with V.T.C.A., Chapter 245, Local Government Code, a completed application submitted prior to the effective date of the ordinance from which this chapter is derived will be reviewed on the basis of any regulations or requirements in effect at the time the completed application is filed; unless, at the applicant's option, the applicant elects to proceed under the new regulations or requirements.

A4.2 In reliance upon properly issued permits or approvals, any applicant that claims exception from any provision of this subchapter based upon a claim of vested rights shall file a request for vested rights determination with the County demonstrating:

A4.2.1 The applicant made substantial financial commitments or assumed substantial financial obligations within the purview of the activities authorized by said permit or approval; and

A4.2.2 The applicant has proceeded in good faith, and no approvals or permits have lapsed or been revoked; or

A4.2.3 The applicant has established any other factor which may establish vested rights under state or federal law; or

A4.2.4 The applicant filed an application as provided in V.T.C.A., Local Government Code ch. 245 prior to adoption of the regulations against which vested rights are claimed, that the regulations against which vested rights are claimed are not subject to an exemption as provided in V.T.C.A., Local Government Code § 245.004 and that the project has not become dormant as defined in V.T.C.A., Local Government Code § 245.005 and this chapter.

A4.3 After receiving a request for vested rights determination, the County shall review the request and approve, deny or request additional information to be provided for consideration of the request within 20 working days. Upon review of the request, if the County finds that the applicant has provided sufficient information to establish that one or more permits exists on a project, the administrator shall issue a certificate to the applicant recognizing vested rights for the project and the terms and conditions required for the continuance of the vested rights.

A5 - Private Real Property Rights Preservation Act

A5.1 The County acknowledges a duty to comply with the Texas Real Property Rights Preservation Act (“Act”). In compliance with the Act, the County will prepare, periodically update and approve a Takings Impact Analysis, after requisite public hearings and notice.

APPENDIX A – PLATTING GUIDELINES

As a guide to the public in determining when it is necessary to file a plat and comply with these Regulations (as amended), the Commissioner's Court (as an incident of its power to enforce the subdivision laws and regulations under Chapter 232, Texas Local Government Code, as amended) has adopted the following policy guidelines stating when the division of an existing tract shall be considered by the Court to be a subdivision requiring the filing of a plat by law, and thus requiring compliance with these Regulations.

A1 – Plat Required

A1.1 ~~Unless otherwise specifically exempted in these regulations, a plat will always be required when:~~ In accordance with Chapter 232.001, Texas Local Government Code, (or if said section is amended) the owner of a tract of land located outside the limits of a municipality must have a plat of the subdivision prepared if the owner divides the tract into two or more parts to lay out:

A1.1.1 a subdivision of the tract, including an addition;

A1.1.2 lots; or

A1.1.3 streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

A1.2 A division of a tract includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for deed by using a contract for sale or other executory contract to convey, or by using any other method.

A1.3 The final plat must be filed and recorded with the Williamson County Clerk.

A2 - Exceptions by Law

A2.1 A property that fronts on a public street whose boundary has not changed since February 1, 2000 is considered a legal lot.

A2.2 The County hereby adopts all of the exceptions to platting requirements as stated in Section 232.0015, Texas Local Government Code, and any amendments to said statute later adopted by the Texas Legislature.

Deleted: a parent tract is divided into two or more daughter tracts

Deleted: ,

Deleted: or

Deleted: 2

Deleted: if roads, parks or other parts of the tract are intended to be dedicated to public use

Deleted: ¶

Deleted: A1.2 If a plat is required under these guidelines, it is immaterial that the sale of daughter tracts is by contract, option, long-term lease (60 months or more), or lease-purchase, rather than by deed, or that the daughter tracts are described by metes and bounds rather than lot and block.¶

Deleted: . *[Texas Court of Appeals, Elgin Bank v. Travis County]*

Deleted: as amended,

Deleted: the filing of a plat is not required when the Owner does not lay out a part of the tract as described by subsection A1.1.2 and when:

A3 - Additional Exceptions

A3.1 The Commissioner's Court has adopted the following additional policy guidelines stating when the division of an existing tract shall be considered exempt from the requirements for filing of a plat:

A3.1.1 Any tract whose boundary has not changed since February 21, 1985 may be sold in its entirety without being platted.

A3.1.2 A plat is not required when daughter tracts are created solely for purposes of platting them as individual subdivisions in their own right. The Owner must submit to the Court the preliminary plat for the project as a whole before claiming this exception.

A3.1.3 A plat is not required when two adjacent landowners adjust or change the property lines which separate their respective tracts, so long as there is the same number of tracts and Owners after the transaction as existed before it. This exemption applies whether the transaction requires an exchange of land by both Owners, or only a transfer of land from one Owner to the other, and whether the transaction takes the form of a sale or of an exchange in kind.

A3.1.4 Any land added to a tract through such a transaction shall become an integral part of that tract, and may not be separately conveyed except in compliance with the subdivision laws. Each resulting tract shall, of course, be subject to the minimum lot size requirements of these Regulations and other applicable laws. This exception does not apply if the adjustment will change the boundary between two legally platted lots, or add or subtract land from a legally platted subdivision.

This exemption may not be exercised within two years of exercising another exemption.

A3.1.5 A plat is not required when a smaller tract is surveyed out of the parent tract solely for the purposes of obtaining financing for purchase or improvement of that part of the property, provided that possession and primary beneficial ownership of the entire parent tract are intended to remain unified.

A3.1.6 A plat is not required when a smaller tract is created by the legitimate foreclosure of a valid lien on a part of the parent tract. This provision does not exempt sham transactions or foreclosures staged to avoid the platting requirement.

A3.1.7 A plat is not required if the property has been divided by the final decree of a court of record with appropriate jurisdiction.

A3.2 All exemptions in this subsection must be approved in writing by the County Engineer prior to the division of the property. To claim any exemption, the person or entity who claims to be entitled to any exclusion to platting set out in these Guidelines must provide:

A3.2.1 An affidavit claiming the exemption and setting out the detailed basis for exclusion from the platting requirement, subject to penalties of perjury (Appendix P).

A3.2.2 A copy of the deeds or other instruments creating the daughter tracts referenced in the affidavit.

Deleted: <#>All daughter tracts are greater than 10 acres. *[LGC § 232.0015(f)]*¶
<#>The land is to be used primarily for agricultural use, as defined by Article VIII, Section 1d, Texas Constitution, as amended, or for farm, ranch, wildlife management, or timber production use within the meaning of Art. VIII, Sec. 1-d-1, Texas Constitution, as amended. *[LGC § 232.0015(c)]* If a tract of land ceases to be used primarily for these uses, the Owner shall be required to comply with these Regulations on the same basis as any newly divided tract. *[LGC § 232.0015(d)]*¶
<#>A person makes a conveyance of four or fewer tracts, each of which is sold, conveyed, given, or otherwise transferred, to persons who are related to the Owner within the third degree of consanguinity (parent, child, grandparent, grandchild, sister, brother, great-grandparent, great-grandchild, aunt, uncle, niece, nephew) or affinity (the spouse of anyone listed above, or so related to the Owner's spouse) for their personal use; provided, however, that each daughter tract is either located on a public road or has access to such a road by a private easement. *[LGC § 232.0015(e)]*¶
<#>All daughter tracts are to be sold to veterans through the Veteran's Land Board Program. *[LGC § 232.0015(g)]*¶
<#>the Owner of the land is the State of Texas, an agency, board or commission of the State of Texas, or a permanent school fund or other dedicated fund of the State, and the Owner does not lay out any part of the tract for roads, parks, or other areas for the common use of two or more tracts or for the use of the public. *[LGC § 232.0015(h)*¶
<#>The Owner is a political subdivision of the State of Texas, the land is situated in a floodplain, and all lots are sold to adjoining landowners. *[LGC § 232.0015(i)]*¶
<#>The Owner divides the tract into two parts and one new part is retained by the Owner and the balance of the property is transferred to another person who will further subdivide the tract subject to the platting requirements herein. *[LGC § 232.0015(j)]*¶
<#>The Owner transfers all parts to persons who owned an undivided interest in the original tract and a plat is filed before any further development of any part of the tract. *[LGC § 232.0015(k)]*¶

A4 - Vesting Requirements

A4.1 In accordance with V.T.C.A., Chapter 245, Local Government Code, a completed application submitted prior to the effective date of the ordinance from which this chapter is derived will be reviewed on the basis of any regulations or requirements in effect at the time the completed application is filed; unless, at the applicant's option, the applicant elects to proceed under the new regulations or requirements.

A4.2 In reliance upon properly issued permits or approvals, any applicant that claims exception from any provision of this subchapter based upon a claim of vested rights shall file a request for vested rights determination with the County demonstrating:

A4.2.1 The applicant made substantial financial commitments or assumed substantial financial obligations within the purview of the activities authorized by said permit or approval; and

A4.2.2 The applicant has proceeded in good faith, and no approvals or permits have lapsed or been revoked; or

A4.2.3 The applicant has established any other factor which may establish vested rights under state or federal law; or

A4.2.4 The applicant filed an application as provided in V.T.C.A., Local Government Code ch. 245 prior to adoption of the regulations against which vested rights are claimed, that the regulations against which vested rights are claimed are not subject to an exemption as provided in V.T.C.A., Local Government Code § 245.004 and that the project has not become dormant as defined in V.T.C.A., Local Government Code § 245.005 and this chapter.

A4.3 After receiving a request for vested rights determination, the County shall review the request and approve, deny or request additional information to be provided for consideration of the request within 20 working days. Upon review of the request, if the County finds that the applicant has provided sufficient information to establish that one or more permits exists on a project, the administrator shall issue a certificate to the applicant recognizing vested rights for the project and the terms and conditions required for the continuance of the vested rights.

A5 - Private Real Property Rights Preservation Act

A5.1 The County acknowledges a duty to comply with the Texas Real Property Rights Preservation Act (“Act”). In compliance with the Act, the County will prepare, periodically update and approve a Takings Impact Analysis, after requisite public hearings and notice.

Commissioners Court - Regular Session **26.**

Meeting Date: 01/16/2018

North Mays Extension- 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 Chandler Creek Parcel E&F, L.P. for right of way needed on the N. Mays Extension project. (Parcels 9 & 10); Funding Source P224

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chandler Creek Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 10:28 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2018 09:16 AM
Final Approval Date: 01/11/2018		

REAL ESTATE CONTRACT
North Mays Extension—Parcel 9, 10

THIS REAL ESTATE CONTRACT ("Contract") is made by CHANDLER CREEK PARCEL E&F, L.P., a Texas 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 1.225 acres (53,376 Sq. Ft.) of land in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 9**); and
>
> All of that certain 0.264 acres (11,507 Sq. Ft.) of land in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 10**);

together with all and singular the rights and appurtenances pertaining to the property, but not to the extent any of such rights and appurtenances benefit any other property (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A-B" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The purchase price ("Purchase Price") for the Property described in Exhibits "A-B" and any improvements thereon, and any damage to the remaining property of Seller arising solely as a result of the conveyance of the Property by Seller to Purchaser (and not as a result of any acts or omissions of Purchaser or any party operating by, through or under Purchaser), shall be the sum of FOUR HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED FORTY and 00/100 Dollars ($421,740.00).

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 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 31, 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 Exhibits "A-B", free and clear of any and all liens and restrictions, including specifically the partial release of any current leases affecting the Property, except for the following:

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

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

(c) Any exceptions approved by Purchaser in writing.

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

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

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

(b) The exception as to restrictive covenants shall be endorsed "None of Record", except for restrictive covenants which are filed of record and affect the Property; 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.

Seller has no obligation to cure any title objections raised by Purchaser, but upon request shall provide Purchaser with reasonable assistance, at no monetary cost to Seller, in clearing any title objection. If Purchaser is not satisfied with the status of title to the Property, Purchaser may, as Purchaser's sole and exclusive remedy, terminate this Contract by delivering a written notice of termination to Seller on or before the Closing Date.

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.

Simultaneous Closing Requirement

5.06. Notwithstanding any provision in this Contract to the contrary, Seller's obligation to close the sale of the Property to Purchase under this Contract is expressly conditioned and contingent upon the concurrent consummation of the "Escrow Conference" under that certain "Real Estate Contract North Mays Extension – Parcel 7" dated of even date herewith, by and between Chandler Creek, L.P. as "Seller" and Williamson County, Texas as "Purchaser" (the

"Other Contract"). If for any reason other than a default by Seller the transaction evidenced by the Escrow Conference under the Other Contract is not consummated concurrently with the Closing under this Contract, then Seller may terminate this Contract, in which event the Escrow Deposit, if any, shall be retained by Purchaser and thereafter neither party will have any further rights or remedies under this Contract.

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 Purchaser's sole and exclusive remedy, enforce specific performance of Seller's obligations under this Contract.

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. Neither this Contract nor any memorandum, affidavit or other instrument evidencing this Contract or relating hereto (other than the closing documents contemplated under this Contract) shall ever be recorded in the Official Public Records of Williamson County, Texas, or in any other public records. Should Purchaser ever record or attempt to record any such instrument, then notwithstanding any provision in this Contract to the contrary, such recordation or attempted recordation shall constitute a default by Purchaser under this Contract and, in addition to any other remedies provided for herein, Seller shall have the express right to terminate this Contract by filing a notice of said termination in the Official Public Records of Williamson County, Texas,

after which Seller will have the right to retain the Escrow Deposit but otherwise neither Purchaser nor Seller will have any further rights, remedies or obligations under this Contract.

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.

SELLER:

CHANDLER CREEK PARCEL E&F, L.P.,
a Texas limited partnership

By: CHANDLER CREEK COMPANY,
a Delaware corporation, its General Partner

By: _____
Printed Name: Brian R. Burke
Title: President

Address: 260 East Baker Street,
Suite 100
Costa Mesa, CA 92626

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

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

EXHIBIT A

County: Williamson
Parcel: 9
Highway: N. Mays

PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF A 1.275 ACRE (53,376 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3, BLOCK B, OAKMONT CENTRE - SECTION FIVE, A SUBDIVISION OF RECORD IN CABINET L, SLIDES 139-142 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO CHANDLER CREEK FARMS, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2011019081 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.275 ACRE (53,376 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found, being the southwesterly corner of Lot 2 of said Plat, same being an angle point in the northerly boundary line of said Lot 3;

THENCE, with the common boundary line of said Lot 2, and said Lot 3, **N 68°49'03" E**, for a distance of 779.51 feet to a 1/2" iron rod with aluminum cap stamped "ROW 5050" set 64.37 feet left of proposed North Mays Baseline Station 77+02.95, (Grid Coordinates determined as N=10175369.32, E=3130000.91 (TxSPC Zone 4203)), in the proposed westerly Right-of-Way (ROW) line of North Mays (variable ROW width), 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 68°49'03" E**, for a distance of **38.59** feet to a 1/2" iron rod found, in the existing westerly ROW line Oakmont Dr. (80' ROW width), being the northeasterly corner of said Lot 3, same being the southeasterly corner of said Lot 2, for the most northeasterly corner of the herein described tract;

THENCE, departing the southerly boundary line of said Lot 2, with the common boundary line of said Lot 3, and said existing ROW line, the following three (3) courses:

2) **THENCE**, along a curve to the left, having a delta angle of **17°11'54"**, a radius of 430.00 feet, an arc length of **129.07** feet, and a chord which bears **S 29°07'26" E**, for a distance of **128.59** feet to a 1/2" iron rod found, for a point of tangency;

3) **S 37°40'17" E**, for a distance of **99.88** feet to a 1/2" iron rod found (bearing), for a point of curvature to the left;

4) along said curve to the left, having a delta angle of **24°24'58"**, a radius of **330.03** feet, an arc length of **140.64** feet, and a chord which bears **S 50°07'56" E**, for a distance of **139.58** feet to a 1/2" iron rod found, being the most northerly point in Lot 3A of the Replat of Lot 3, Oakmont Centre Section Five Revised, recorded in Cabinet BB, Slides 137-139 of the Plat Records of Williamson County, Texas, same being an angle point in the easterly boundary line of said Lot 3, for a point of non-tangency of the herein described tract;

5) **THENCE**, departing said existing ROW line, with the common boundary line of said Lot 3 and said Lot 3A, **S 27°42'08" W**, for a distance of **196.53** feet to a 1/2" iron found, in the common ostensible survey line of Ephraim Evans, Abstract No. 212 and David Curry, Abstract No. 130, being the most northwesterly corner of said Lot 3A, same being the most northeasterly corner of Lot 2, Block A, of the Cypress Addition subdivision recorded in Cabinet N, Slides 266-268 of the Plat Records of Williamson County, Texas, for the most southeasterly corner of said Lot 3 and the herein described tract;

6) THENCE, with the common boundary line of said Lot 3 and said Lot 2, **S 68°49'22" W**, for a distance of 76.30 feet to a 1/2" iron rod with aluminum cap stamped "ROW 5050" set 53.20 feet left of proposed North Mays Baseline Station 73+04.61, in the proposed westerly ROW line of said North Mays, for the most southwesterly corner of the herein described tract;

7) **THENCE**, departing the northerly boundary line of said Lot 2, with said proposed ROW line, through the interior of said Lot 3, **N 12°32'32" W**, for a distance of **479.04** feet to the **POINT OF BEGINNING**, containing 1.225 ACRE (53,376 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83

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

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo — 04/28/2017
Date

Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

STATE OF TEXAS
REGISTERED
LAWRENCE M RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

S:\LJANMAYS EX\PARCELS\PARCEL 9- CHANDLER CREEK-PARCEL F&E-LJNAT.doc

A

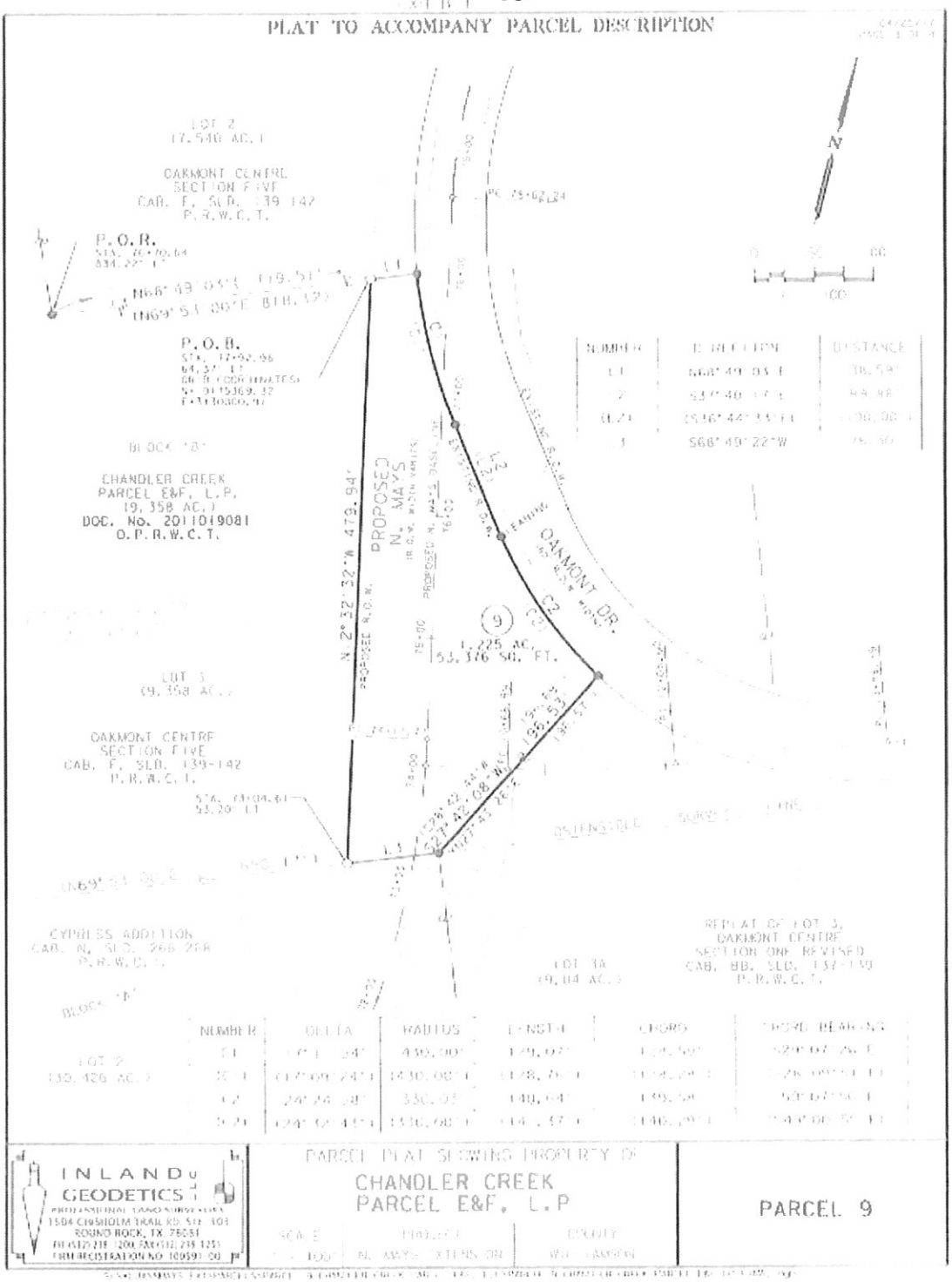

PLAT TO ACCOMPANY PARCEL DESCRIPTION
LOT 2
17.540 AC.±
OAKMONT CENTRE
SECTION FIVE
CAB. F, SLD. 139-142
P.R.W.C.T.
P.O.R.
P.O.B.
CHANDLER CREEK
PARCEL E&F, L.P.
19.358 AC.±
DOC. No. 2011019081
O.P.R.W.C.T.
PROPOSED
N. MAYS
OAKMONT DR.
9
1.225 AC.±
53,376 SQ. FT.
LOT 3
9.358 AC.±
OAKMONT CENTRE
SECTION FIVE
CAB. F, SLD. 139-142
P.R.W.C.T.
CYPRESS ADDITION
CAB. N, SLD. 268-268
P.R.W.C.T.
LOT 3A
9.84 AC.±
REPLAT OF LOT 3,
OAKMONT CENTRE
SECTION ONE REVISED
CAB. BB, SLD. 137-139
P.R.W.C.T.
LOT 2
130.426 AC.±
N
0
50
100
SCALE: 1" = 100'
NUMBER
DIRECTION
DISTANCE
L1
N68°49'05"E
118.51'
L2
S21°40'
84.98'
L21
S36°44'55"E
130.00'
L3
S68°49'22"W
46.36'
NUMBER
DELTA
RADIUS
TANGENT
CHORD
CHORD BEARING
C1
1°41'34"
4430.00'
130.97'
261.50'
S20°07'26"E
C2
24°26'28"
330.00'
143.64'
139.58'
S32°07'56"E
C21
24°02'41"
4430.00'
1414.47'
2836.29'
S44°08'37"E
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
CHANDLER CREEK
PARCEL E&F, L.P
SCALE: 1" = 100'
FIELD: N. MAYS / STEVENS DR.
DEEDS: W.D. 2011019081
PARCEL 9

EXHIBIT A

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
✱	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
❂	COTTON GIN SPINDLE FOUND
◉	½" IRON PIPE FOUND UNLESS NOTED
X	X CUT FOUND
▲	60/D NAIL FOUND
Δ	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-5050" SET (UNLESS NOTED OTHERWISE)

℄	CENTER LINE
℞	PROPERTY LINE
( )	RECORD INFORMATION
⌐╲└	LINE BREAK
⌐¬	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 17-294012-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 10, 2017, ISSUE DATE MARCH 16, 2017.

J. RESTRICTIVE COVENANTS: CABINET E, SLIDES 139-142, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; VOLUME 961, PAGE 1; VOLUME 1034, PAGE 709; VOLUME 1189, PAGE 378; VOLUME 1340, PAGE 873; VOLUME 1340, PAGE 887; VOLUME 1344, PAGE 737; VOLUME 1344, PAGE 742; VOLUME 2700, PAGE 9 AND DOCUMENT NO. 1996044195, AND 2001003055 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SUBJECT TO.

VOLUME 952, PAGE 142; VOLUME 1019, PAGE 578; AND VOLUME 1384, PAGE 647. DO NOT AFFECT.

10G. THE FOLLOWING EASEMENT(S) AND/OR BUILDING LINE(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON PLAT RECORDED IN CABINET F, SLIDES 139-142, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS:

FIFTEEN FOOT (15') PUBLIC UTILITY EASEMENT ALONG THE SOUTH PROPERTY LINE (LOT 31), AFFECTS AS SHOWN.
TEN FOOT (10') PUBLIC UTILITY EASEMENT ALONG THE NORTH PROPERTY LINE (LOT 31), AFFECTS AS SHOWN.
FIFTEEN FOOT (15') PUBLIC UTILITY EASEMENT ALONG THE NORTH PROPERTY LINE (LOT 21), DOES NOT AFFECT (LOT 31).
TEN FOOT (10') PUBLIC UTILITY EASEMENT ACROSS THE CENTER OF THE SUBJECT PROPERTY (LOT 21), DOES NOT AFFECT (LOT 31).

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 282, PAGE 522, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

I. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 335, PAGE 249, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

J. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2007084738 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. THE TERMS, PROVISIONS, EASEMENTS, COVENANTS, RESTRICTIONS AND LIEN FOR ASSESSMENTS AS SHOWN IN RESTRICTIONS RECORDED IN VOLUME 952, PAGE 142, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; WHEN TAKEN WITH ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO, DOES NOT AFFECT.

O. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2007084738, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME AS ITEM J, DOES NOT AFFECT.

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 04/28/2017
LAWRENCE M. RUSSO DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

	ACRES	SQUARE FEET
ACQUISITION	1.225	53,376
CALC/DEED AREA	9.358	407,634
REMAINDER AREA	8.133	354,258

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
CHANDLER CREEK
PARCEL E&F, L.P

SCALE	PROJECT	COUNTY
1" = 60'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 9

S:\Inland\Maps Exhibits\Parcel 9 Chandler Creek Parcel E&F, L.P\Parcel 9 Chandler Creek Parcel E&F, L.P.dgn

EXHIBIT B

County: Williamson
Parcel: 10
Highway: N. Mays

PROPERTY DESCRIPTION FOR PARCEL 10

DESCRIPTION OF A 0.264 ACRE (11,507 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK "B" OAKMONT CENTRE, A SUBDIVISION OF RECORD IN CABINET F, SLIDE 139-142 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO CHANDLER CREEK PARCEL E&F, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2011019081 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.264 ACRE (11,507 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found, in the common boundary line of said Lot 2, and Lot 3, of said subdivision, 834.22 feet left of proposed North Mays Baseline Station 76+70.64;

THENCE, with said common boundary line, **N 68°49'03" E**, for a distance of **779.51** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 64.37 feet left of proposed North Mays Baseline Station 77+92.96 (Grid Coordinates determined as N=10175369.32, E=3130000.91 (TxSPC Zone 4203)), in the curving proposed westerly Right-of-Way (ROW) line of North Mays (variable ROW width), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said Lot 3, through the interior of said Lot 2, with said proposed ROW line, the following four (4) courses:

1) **THENCE**, along a curve to the right, having a delta angle of **17°01'21"**, a radius of **605.72** feet, an arc length of **179.96** feet, and a chord which bears **N 04°00'48" W**, for a distance of **179.30** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 52.12 feet left of proposed North Mays Baseline Station 79+58.92, for a point of non-tangency;

2) **N 85°30'08" W**, for a distance of **22.91** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 75.00 feet left of proposed North Mays Baseline Station 79+59.86, for a point of curvature to the right;

3) along said curve to the right, having a delta angle of **14°10'40"**, a radius of **475.00** feet, an arc length of **117.54** feet, and a chord which bears **N 08°55'06" E**, for a distance of **117.24** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 75.00 feet left of proposed North Mays Baseline Station 80+58.84, for a point of tangency;

4) **N 16°00'26" E**, for a distance of **30.67** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 75.00 feet right of proposed North Mays Baseline Station 80+89.51, being in the southerly boundary line of Lot 1 "Block B" of said subdivision, same being the northerly boundary line of said Lot 2, for the most northwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "CS LTD" found in the northerly boundary line of said Lot 2, being the most southwesterly corner of said Lot 1 same being the most southerly corner of that called bears N 83°40'28" W, for a distance of 127.35 feet;

5) **THENCE**, departing said proposed ROW line, with the common boundary line of said Lot 2 and Lot 1, **S 83°40'28" E**, for a distance of **45.54** feet to a PK nail in concrete found, in the existing westerly ROW line of Oakmont Dr. (60' ROW width), being the most southeasterly corner of said Lot 1, for the most northeasterly corner of said Lot 2 and the herein described tract;

THENCE, with said existing ROW line, same being the easterly boundary line of said Lot 2, the following two (2) courses:

6) **S 16°31'33" W,** for a distance of **35.22 feet** to a calculated point of curvature to the left;

7) along said curve to the left, having a delta angle of **37°04'17"**, a radius of **430.00 feet,** an arc length of **278.22 feet** and a chord which bears **S 01°59'20" E,** for a distance of 273.39 feet to a 1/2" iron rod found, being the most northeasterly corner of said Lot 3, for the most southeasterly corner Lot 2 and of the herein described tract;

8) **THENCE,** departing said existing ROW line, with the common boundary line of said Lot 2 and Lot 3, **S 68°49'03" W,** for a distance of **38.69** to the **POINT OF BEGINNING**, containing 0.264 acres (11,507 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo — 04/28/2017
Date

Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100581-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

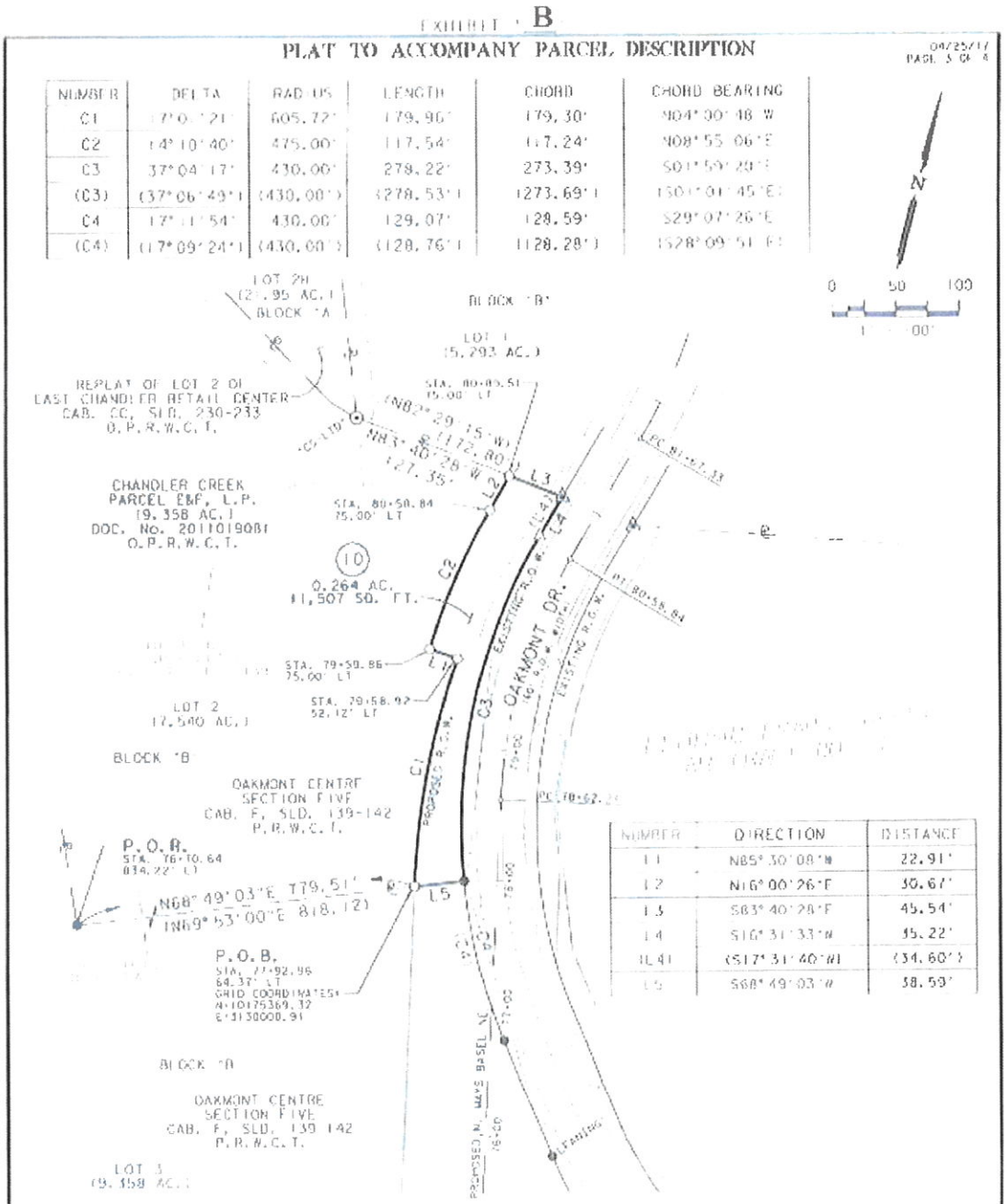
S:_LIANNA\AYS EXT\PARCELS\PARCEL 18\CHANDLER CREEK PARCEL 18 ROW-FINAL.doc

EXHIBIT " B "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	17°0'21"	605.72'	179.90'	179.30'	N04°30'48"W
C2	14°10'40"	475.00'	117.54'	117.24'	N08°55'06"E
C3	37°04'17"	430.00'	278.22'	273.39'	S01°59'29"E
(C3)	(37°06'49")	(430.00')	(278.53')	(273.69')	(S01°01'45"E)
C4	17°11'54"	430.00'	129.07'	128.59'	S29°07'26"E
(C4)	(17°09'24")	(430.00')	(128.76')	(128.28')	(S28°09'51"E)



NUMBER	DIRECTION	DISTANCE
L1	N85°30'08"W	22.91'
L2	N16°00'26"E	30.67'
L3	S83°40'28"E	45.54'
L4	S16°31'33"W	35.22'
(L4)	(S17°31'40"W)	(34.60')
L5	S68°49'03"W	38.59'

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
CHANDLER CREEK
PARCEL E&F, L.P

SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 10

SCALE: MAYS EXTENSION, SUBPARCEL 10 CHANDLER CREEK PARCEL E&F, SUBPARCEL 10 CHANDLER CREEK PARCEL E&F, FOR 15.05 (±) AC.

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	℄	CENTER LINE
#	FENCE CORNER POST FOUND	℘	PROPERTY LINE
●	½" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	½" IRON ROD FOUND W/PLASTIC CAP	~	LINE BREAK
◘	COTTON GIN SPINDLE FOUND	[~]	DENOTES COMMON OWNERSHIP
◉	½" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
×	X CUT FOUND	P.O.R.	POINT OF REFERENCE
⏃	PK NAIL FOUND IN CONCRETE	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-5050" SET (UNLESS NOTED OTHERWISE)	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 17-294012-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 10, 2017, ISSUE DATE MARCH 16, 2017.

I. RESTRICTIVE COVENANTS, CABINET F, SLIDES 139-142, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; VOLUME 961, PAGE 1; VOLUME 1034, PAGE 709; VOLUME 1189, PAGE 378; VOLUME 1340, PAGE 873; VOLUME 1340, PAGE 882; VOLUME 1344, PAGE 737; VOLUME 1344, PAGE 742; VOLUME 2700, PAGE 9 AND DOCUMENT NO. 1996044195, AND 2001003055 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

VOLUME 952, PAGE 142; VOLUME 1019, PAGE 578; AND VOLUME 1584, PAGE 641, DO NOT AFFECT.

10G. THE FOLLOWING EASEMENT(S) AND/OR BUILDING LINE(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON PLAT RECORDED IN CABINET F, SLIDES 139-142, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS:

FIFTEEN FOOT (15') PUBLIC UTILITY EASEMENT ALONG THE SOUTH PROPERTY LINE (LOT 3), DOES NOT AFFECT (LOT 2).
TEN FOOT (10') PUBLIC UTILITY EASEMENT ALONG THE NORTH PROPERTY LINE (LOT 3), DOES NOT AFFECT (LOT 2).
FIFTEEN FOOT (15') PUBLIC UTILITY EASEMENT ALONG THE NORTH PROPERTY LINE (LOT 2), AFFECTS AS SHOWN.
TEN FOOT (10') PUBLIC UTILITY EASEMENT ACROSS THE CENTER OF THE SUBJECT PROPERTY (LOT 2), AFFECTS AS SHOWN.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 282, PAGE 522, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

I. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 335, PAGE 249, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

J. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2007084730 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. THE TERMS, PROVISIONS, EASEMENTS, COVENANTS, RESTRICTIONS AND LIEN FOR ASSESSMENTS AS SHOWN IN RESTRICTIONS RECORDED IN VOLUME 952, PAGE 142, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; WHEN TAKEN WITH ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO, DOES NOT AFFECT.

M. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2007084730, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AS TO LOT, 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.

Lawrence M. Russo 04/28/2017

LAWRENCE M. RUSSO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	0.264	11,507
CALCULATED AREA	7.540	328,442
REMAINDER AREA	7.276	316,935

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
CHANDLER CREEK
PARCEL E&F, L.P

SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 10

S:\ACAD\MAYS EXTENSION\PARCEL 10-CHANDLER CREEK PARCEL E&F\PARCEL 10-CHANDLER CREEK PARCEL E&F.DWG

EXHIBIT "C"

Parcels 9/10

DEED
North Mays Extension 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 CHANDLER CREEK PARCEL E&F, L.P., 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) 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 1.225 acre (53,376 Sq. Ft.) of land in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 9**); and

All of that certain 1.225 acre (53,376 Sq. Ft.) of land in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 10**).

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas/City of Round Rock, 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.

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 (insofar, but only insofar as such appurtenances benefit only the property described herein and not any other property; Grantor hereby reserving and retaining all such appurtenances insofar as the same relate to or benefit any property other than the property conveyed hereunder) 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 EXECUTED AND DELIVERED THIS DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS DEED AND HAS ACCEPTED THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT FOR THE WARRANTIES SET OUT IN THIS DEED (THE "EXPRESS WARRANTIES"). AS A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR'S CONVEYANCE OF THE PROPERTY TO GRANTEE, GRANTOR AND GRANTEE AGREE AND ACKNOWLEDGE THAT: (A) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, GRANTEE IS TAKING THE PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS; (B) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE; (C) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, GRANTEE IS NOT RELYING ON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF GRANTOR'S AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED; (D) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, GRANTEE IS RELYING SOLELY

AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY; (E) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, GRANTEE DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF GRANTOR OR ANY OF GRANTOR'S AGENTS, EMPLOYEES OR REPRESENTATIVES AND (II) ANY RELIANCE BY GRANTEE ON THE SILENCE OR ANY NONDISCLOSURE OF GRANTOR OR ANY OF GRANTOR'S AGENTS, EMPLOYEES OR REPRESENTATIVES; (F) GRANTEE TAKES AND ACCEPTS THE PROPERTY WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND (EXCEPT FOR THE EXPRESS WARRANTIES); (G) EXCEPT FOR THE EXPRESS WARRANTIES, NO PROMISES OR AGREEMENTS HAVE BEEN MADE BY GRANTOR TO GRANTEE WITH RESPECT TO THE PROPERTY AND GRANTEE HEREBY DISCLAIMS ANY RELIANCE UPON ANY PROMISES OR AGREEMENTS OTHER THAN THE EXPRESS WARRANTIES; (H) THIS "AS IS" PROVISION WAS FREELY NEGOTIATED AND PLAYED AN IMPORTANT PART IN THE BARGAINING PROCESS BY WHICH GRANTOR AGREED TO CONVEY THE PROPERTY TO GRANTEE; (I) GRANTEE DISCLAIMS RELIANCE ON GRANTOR AND ACCEPTS THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES AND OTHER DISCLAIMED MATTERS COULD AFFECT THE PROPERTY'S CONDITION, VALUE, SUITABILITY OR FITNESS AND GRANTEE HEREBY ASSUMES ALL RISK ASSOCIATED THEREWITH; (J) THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED IN THIS "AS IS" PROVISION COULD LIMIT ANY LEGAL RECOURSE OR REMEDY GRANTEE OTHERWISE MIGHT HAVE; AND (K) GRANTEE HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS "AS IS" PROVISION.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

GRANTOR:

CHANDLER CREEK PARCEL E&F, L.P.,
a Texas limited partnership

By: CHANDLER CREEK COMPANY,
a Delaware corporation, its General Partner

By:_____

Its:_____

Date:_____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
County of _____)

On _____, 2018 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature:_____ (Seal)

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 **27.**

Meeting Date: 01/16/2018

North Mays Extension- 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 Chandler Creek LP for right of way needed on the N. Mays Extension project (Parcel 7): Funding Source P224

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chandler Creek LP Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 10:28 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2018 09:34 AM
Final Approval Date: 01/11/2018		

REAL ESTATE CONTRACT

North Mays Extension—Parcel 7

THIS REAL ESTATE CONTRACT ("Contract") is made by CHANDLER CREEK, LP, a Delaware 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 0.398 acre (17,324 Sq. Ft.) of land in the David Curry Survey, Abstract No. 130, and the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7**);

together with all and singular the rights and appurtenances pertaining to the property, but not to the extent any of such rights and appurtenances benefit any other property (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 ("Purchase Price") for the Property described in Exhibit "A" and any improvements thereon, and any damage to the remaining property of Seller arising solely as a result of the conveyance of the Property by Seller to Purchaser (and not as a result of any acts or omissions of Purchaser or any party operating by, through or under Purchaser), shall be the sum of: (a) ONE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED SIXTY and 00/100 Dollars ($149,260.00) (the "Cash Consideration); plus (b) the additional consideration described in Section 2.03 of this Contract.

Payment of Purchase Price

2.02. The Cash Consideration shall be payable in cash, as provided below in this Contract.

Special Provisions

2.03. As additional compensation for the Property conveyed herein, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees at its sole cost and expense to cause the reconstruction and reconfiguration of Seller's Water Quality and Detention Pond facilities (collectively, the "Pond") which are impacted by the acquisition of the Property.

Purchaser shall, at Purchaser's sole cost and expense, cause the Pond reconstruction and reconfiguration (collectively, the "Work") to be: (a) carried out in conjunction with the Purchaser's proposed extension of North Mays Street (the "North Mays Extension") in the City of Round Rock, Texas (the "City"); and (b) completed: (i) prior to the completion of the North Mays Extension (the "Completion Deadline"); (ii) in a good and workmanlike manner and without any defects in design or construction; (iii) in compliance with all applicable laws, ordinances, rules, procedures and requirements (collectively, the "Legal Requirements") of the City, the Texas Commission on Environmental Quality and all other governmental and regulatory authorities with jurisdiction over the Property, the Retained Property and the Pond (collectively, the "Governmental Authorities"); (iv) in conformance with the "Final Plans" (defined below); and (v) in conformance with the agreements and requirements set out in this Section 2.03.

Purchaser agrees that: (i) at all times during the prosecution of the Work, Purchaser will, at Purchaser's sole cost and expense, conduct the Work so as to maintain all of Seller's property served by the Pond (collectively, the "Retained Property") in compliance with all permits, laws, ordinances, rules, procedures and requirements applicable to the drainage, detention and filtration of storm water (collectively, the "Stormwater Requirements"); (ii) the Pond, as reconstructed and relocated by Purchaser will be located entirely within the portion of the Retained Property described on Exhibit "D" attached to this Contract and incorporated herein by reference (the "Reconstruction Area"); (iii) Purchaser will design and construct the North Mays Extension with outfall and conveyance structures which will be properly placed and have sufficient capacity to convey storm water flows from the Pond, as reconstructed and reconfigured pursuant to the Work; (iv) Purchaser will be responsible for the adequate conveyance of the downstream drainage of such storm water from the point of outfall across the North Mays Extension; and (v) Purchaser will not remove or materially damage any trees within the Reconstruction Area or any other portion of the Retained Property.

Purchaser will, at Purchaser's sole cost and expense, cause final plans and specifications for the Work ("Final Plans") to be prepared in a manner adequate to: (a) replace all existing storm water detention capacities of the existing Pond; (b) replace all existing storm water filtration capacities of the existing Pond if such filtration capacities are affected by the Work; (c) otherwise restore the Pond to the same or better functionality that existed prior to the Work; and (d) comply with all Legal Requirements, including without limitation any updates or revisions to the existing Pond required to satisfy current Legal Requirements. Purchaser will cause the Final Plans to be prepared with due regard to Seller's input and comments, and Purchaser shall allow a minimum of fourteen (14) days after Purchaser's submission of the proposed Final Plans to Seller for Seller to return any desired comments, after which time Purchaser will consider incorporation of any changes to the proposed Final Plans reasonably requested by Seller, which incorporation shall not be unreasonably withheld, and Purchaser may proceed with completion of the Final Plans.

Purchaser will obtain a written agreement executed by the City in the form attached to this Contract as Exhibit "F" and incorporated herein by reference, with a copy of this Contract attached thereto as Exhibit "A" (the "Governmental Agreement").

After the Escrow Conference and the satisfaction by Purchaser of all of the requirements with respect thereto listed in Article V of this Contract, but not before, Purchaser and Purchaser's employees, agents, contractors, subcontractors, consultants and other parties operating by, through or under Purchaser (collectively, the "Purchaser Parties") may enter upon the Reconstruction Area for the purposes of conducting the Work in conformance with the requirements under this Contract; provided, however, that: (1) the right of entry hereunder will terminate automatically upon the final completion of the Work; (2) any entry of Purchaser and the Purchaser Parties onto the Reconstruction Area is at the sole risk of Purchaser and Purchaser Parties; (3) to the extent allowed by law, Purchaser hereby releases Seller from all liabilities, obligations and claims of any kind or nature arising out of or in connection with the entry of Purchaser and the Purchaser Parties into the Reconstruction Area; (4) to the extent allowed by law, Purchaser agrees to indemnify and save and hold Seller harmless from and against all liabilities, obligations, claims and costs of any kind or nature (including court costs and reasonable attorneys' fees) arising out of or in connection with any activities of the Purchaser and the Purchaser Parties upon or within the Reconstruction Area; (5) neither Purchaser nor any of the Purchaser Parties will have any right to enter upon any portion of the Retained Property other than the Reconstruction Area; (6) neither Purchaser nor any of the Purchaser Parties will disturb, interrupt or interfere with any activities of Seller or Seller's employees, agents, contractors, subcontractors, consultants, tenants, invitees, licensees and other parties operating by, through or under Seller which are outside of the Reconstruction Area; (7) Purchaser shall not permit any liens to attach to the Reconstruction Area or any other portion of the Retained Property by reason of any activities of Purchaser or the Purchaser Parties; (8) prior to entering upon the Property or the Reconstruction Area, Purchaser must (i) provide Seller with the name and the phone number of the project manager for the Work (the "Project Manager") and for each contractor, subcontractor, and assignee who will perform any portion of the Work (individually a "Contractor" and, collectively, the "Contractors"), (ii) cause each Contractor to name Seller and Purchaser as additional insureds on a commercial general liability ("CGL") insurance policy applicable to the Work and all activities on the Property and the Reconstruction Area and on a commercial auto liability ("Auto Liability") insurance policy covering all owned, non-owned or hired automobiles to be used on the Property and the Reconstruction Area, each providing, on an occurrence basis, not less than $1,000,000.00 combined single limit bodily injury and property damage coverage, (iii) cause each Contractor to provide workers' compensation coverage with the statutorily required limits and employers' liability insurance coverage with limits of not less than $1,000,000.00 with appropriate waivers of subrogation in favor of Seller, (iv) deliver to Seller a certificate of insurance evidencing the aforementioned insurance coverages which will provide that such insurance may not be terminated without at least ten (10) days' notice to Seller; and (9) upon completion of the Work, Purchaser must: (i) clean up and remove all construction debris, including stakes, tape and other markers placed on the Reconstruction Area, trash, and construction-generated spoils; and (ii) restore all disturbed areas to the same or better condition than that which existed prior to commencement of the Work, taking into consideration the specific improvements proposed to be constructed.

The commencement of construction by Purchaser shall constitute a representation by Purchaser that Purchaser will comply with all of the obligations of Purchaser under this Section 2.03 and that Purchaser has evaluated and satisfied itself as to the conditions and limitations including, without limitation (1) the location, condition, layout and nature of the site, and surrounding areas; (2) generally prevailing climatic conditions; and (3) other similar matters. **Seller assumes no responsibility or liability**

for the physical condition or safety of the site. Purchaser shall have the sole responsibility to satisfy itself concerning the nature and location of the site and general and local conditions.

PURCHASER SHALL TAKE ALL STEPS NECESSARY TO PROTECT PERSONS AND PROPERTY AGAINST INJURY OR DAMAGE THAT MAY RESULT FROM THE WORK.

Upon completion of the Work, but in all events prior to the Completion Deadline, Purchaser shall deliver to Seller: (1) a completion certificate addressed to Seller prepared by an independent licensed engineer reasonably acceptable to Seller and in a form reasonably acceptable to Seller, certifying that the Work has been designed and fully and finally completed in conformance with all of the requirements set out in this Section 2.03; (2) all as built drawings, operating guides and other documents necessary for operation of the Pond; (3) a two (2) year written warranty and maintenance bond from Purchaser's construction contractor to Purchaser in substantially the form of Exhibit "E" attached hereto and incorporated herein by reference; and (4) an all bills paid affidavit executed by Contractor and/or Purchaser in favor of Seller in form sufficient to satisfy the provisions of Section 53.085 of the Texas Property Code. The items listed in the preceding sentence are referred to in this Contract as the "Completion Evidence."

After the Completion Evidence is delivered by Purchaser to Seller, representatives of Seller and Purchaser shall inspect the Work at a mutually agreeable time. At such inspection, the representatives of Seller and Purchaser shall prepare a list of all items to be completed or corrected in order to complete the Work as required under this Contract (the "Deficiencies"). Thereafter, Purchaser shall promptly correct such Deficiencies and deliver new Completion Evidence to Purchaser for further inspection under the provisions set forth above. Notwithstanding any provision herein to the contrary, Purchaser shall remain responsible for (and shall remedy at Purchaser's sole expense in a timely manner) any defects in the Work (including any defects in design or construction), regardless of whether or not such defects were listed as Deficiencies in a notice given to Purchaser pursuant to the provisions set out above, but only to the extent of the requirements set out in this Section 2.03 and in the written warranty and maintenance bond referenced above in this Section 2.03.

All of the obligations of Purchaser under this Section 2.03 will survive the Closing and will not be merged into any of the documents executed by Seller and Purchaser in connection with the Closing.

Escrow Deposit

2.04. Purchaser shall, within ten (10) business days after the execution of this Contract, deliver directly to Seller, the sum of FIVE THOUSAND and 00/100 DOLLARS ($5,000.00) in cash or other readily available funds (the "Escrow Deposit"). The Escrow Deposit is nonrefundable to Purchaser and shall be retained by Seller notwithstanding any other provision of this Contract to the contrary, but shall be credited against the Purchase Price at the Closing (hereinafter defined). Seller will have no obligation to maintain the Escrow Deposit in a separate or segregated account, nor will Seller will have any obligation to pay or credit to Purchaser any interest on the Escrow Deposit.

Simultaneous Closing Requirement

2.05. Notwithstanding any provision in this Contract to the contrary, Seller's obligation to conduct the Escrow Conference under this Contract is expressly conditioned and contingent upon the concurrent

closing of the sale and purchase transaction evidenced by that certain "Real Estate Contract North Mays Extension – Parcels 9 and 10" dated of even date herewith, by and between Chandler Creek Parcel E&F, L.P. as "Seller" and Williamson County, Texas as "Purchaser" (the "Other Contract"). If for any reason other than a default by Seller the transaction evidenced by the Other Contract does not close concurrently with the Escrow Conference under this Contract, then Seller may terminate this Contract, in which event the Escrow Deposit, if any, shall be retained by Purchaser and thereafter neither party will have any further rights or remedies under this Contract.

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 is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The closing of the sale and purchase of the Property under this Contract ("Closing") shall be held at the office of Independence Title Company (the "Title Company") within ten (10) business days

after: (i) Purchaser has completed the Work; (ii) Purchaser has provided the Completion Evidence to Seller; and (iii) Purchaser has corrected all Deficiencies. The date for the Closing, as provided above, is referred to in this Contract as the "Closing Date".

Seller and Purchaser will conduct a pre-Closing escrow conference ("Escrow Conference") on or before January 31, 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 if Seller has otherwise satisfied all of its requirements under this Contract, including specifically delivery of any required release of mortgage lien or leasehold interest affecting the Property; provided, however, that in no event will Seller be required to deliver releases from tenants in the buildings located on the Retained Property. If Seller has not satisfied these requirements before February 28, 2018, and Purchaser is not otherwise in default, the Escrow Conference shall be extended until such time as completion may occur. At the Escrow Conference: (i) Seller will deliver the Deed in escrow to the Title Company, pursuant to an escrow agreement in form reasonably acceptable to Seller, Purchaser, and the Title Company (the "Escrow Agreement"); (ii) Seller, Purchaser and the Title Company will execute and deliver the Escrow Agreement; (iii) Purchaser will deliver to the Title Company the sum of FIVE HUNDRED THOUSAND and 00/100 DOLLARS ($500,000.00) in readily available funds, to be held by the Title Company pursuant to the provisions of the Escrow Agreement [under the terms of the Escrow Agreement (a) Purchaser will have the right to draw upon the escrowed funds with Seller's written approval, which will not be unreasonably withheld so long as Purchaser provides evidence reasonably acceptable to Seller that the remainder of the Work can be completed at a total expense of $400,000.00 or less and so long as at least $100,000.00 is retained in escrow until the Closing, and (b) Seller will have the right to draw upon the escrowed funds in the event of a default by Purchaser under this Contract]; (iv) Purchaser will execute and deliver to Seller a written waiver, in form reasonably acceptable to Seller and Purchaser, pursuant to which Purchaser waives all rights to immunity with respect to the obligations of Purchaser under Section 2.03 of this Contract; (v) Purchaser will deliver the Governmental Agreement to Seller; and (vi) Purchaser will deliver to Seller ninety percent (90%) of the Cash Consideration in readily available funds. Upon satisfaction of those requirements, but not before, Purchaser will be allowed to enter and take possession of the Property and Reconstruction Area for construction of the Work.

Notwithstanding the acquisition of right of possession to the Property by the Purchaser in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, Possession of the Property pursuant to this Section for the purposes of construction of the North Mays Extension shall continue to remain in effect until the Purchaser acquires title to the Property either by negotiation, settlement, or final court judgment.

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged special warranty deed ("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, including specifically the partial release of any current leases affecting the Property, except for the following:

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

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

(c) Any exceptions approved by Purchaser in writing.

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

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

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

(b) The exception as to restrictive covenants shall be endorsed "None of Record", except for restrictive covenants which are filed of record and affect the Property; 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.

Seller has no obligation to cure any title objections raised by Purchaser, but upon request shall provide Purchaser with reasonable assistance, at no monetary cost to Seller, in clearing any title objection. If Purchaser is not satisfied with the status of title to the Property, Purchaser may, as Purchaser's sole and exclusive remedy, terminate this Contract by delivering a written notice of termination to Seller on or before the Closing Date.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the remaining ten percent (10%) of the Cash Consideration to Seller in readily available funds.

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. Additionally, 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, as Purchaser's sole and exclusive remedy, enforce specific performance of Seller's obligations under this Contract.

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 and retain the Escrow Deposit, if any, as liquidated damages for the failure of Purchaser to consummate the purchase of the Property under 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 for that default. If no Escrow Deposit has been made, then Seller shall receive the amount of $5,000.00 as liquidated damages for the failure by Purchaser to consummate the purchase of the Property under the terms and provisions of this Contract.

Notwithstanding the foregoing provisions of this Article VII or any other provision in this Contract to the contrary, however, if Purchaser defaults under any of the obligations of Purchaser under Section 2.03 of this Contract, Seller may exercise any rights or remedies which it may be entitled at law or in equity.

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. Neither this Contract nor any memorandum, affidavit or other instrument evidencing this Contract or relating hereto (other than the closing documents contemplated under this Contract) shall ever be recorded in the Official Public Records of Williamson County, Texas, or in any other public records. Should Purchaser ever record or attempt to record any such instrument, then notwithstanding any provision in this Contract to the contrary, such recordation or attempted recordation shall constitute a default by Purchaser under this Contract and, in addition to any other remedies provided for herein, Seller shall have the express right to terminate this Contract by filing a notice of said termination in the Official Public Records of Williamson County, Texas, after which Seller will have the right to retain the Escrow Deposit but otherwise neither Purchaser nor Seller will have any further rights, remedies or obligations under this Contract.

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.

SELLER:

CHANDLER CREEK, LP,
a Delaware limited partnership

By: CHANDLER CREEK COMPANY,
a Delaware corporation,
its General Partner

By: B.R. B
Printed Name: Brian R. Burke
Title: President

Date: 1/10/18

Address: 260 East Baker Street, Ste. 100
Costa Mesa, CA 92626

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

Exhibit A

EXHIBIT A

County: Williamson
Parcel: 7
Highway: N Mays

PROPERTY DESCRIPTION FOR PARCEL 7

DESCRIPTION OF A 0.398 ACRE (17,324 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 AND THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3A, REPLAT OF LOT 3, OAKMONT CENTRE SECTION ONE REVISED A SUBDIVISION OF RECORD IN CABINET BB, SLIDE 137-139 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO CHANDLER CREEK, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2000000444 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 3A BEING FURTHER DECLARED AS THE OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUMS BY DECLARATION OF CONDOMINIUM REGIME BY INSTRUMENT RECORDED IN DOCUMENT NO. 2007038901 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.398 ACRE (17,324 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING FOR REFERNCE at a 1/2" iron rod found, being the southeasterly corner of Lot 2, Block "A", Final Plat of Cypress Addition, a subdivision of record in Cabinet N, Slide 266-268 of the Plat Records of Williamson County, Texas, same being the southeasterly corner of that called 13.110 acre tract of land conveyed to Round Rock Independent School District by instrument recorded in Document No. 2017016310 of the Official Public Records of Williamson County, Texas in the northerly Right-of-Way (ROW) line of Cypress Cove (60' ROW width) as dedicated by said Plat, also being the southwesterly corner of Lot 2, Oakmont Centre, Section One Revised, a subdivision of record in Cabinet F, Slide 129-133 of the Plat Records of Williamson County, Texas;

THENCE, departing said Cypress Cove, with the easterly boundary line of said Lot 2, Block "A" and said 13.110 acre tract, same being the westerly boundary line of said Lot 2 (Oakmont Centre), N 21°39'16" W, for a distance of 364.57 feet to a calculated angle point;

THENCE, continuing with said easterly boundary line of said Lot 2, Block "A" and said 13.110 acre tract, same being the westerly boundary line of said Lot 2, passing the northwesterly corner of said Lot 2, and continuing with the westerly boundary line of said Lot 3A, N 21°26'59" W, for a distance of 729.88 to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC" found, being the northerly corner of said 13.110 acre tract and an angle point in the proposed easterly ROW line;

THENCE, departing said 13.110 acre tract, continuing with said easterly boundary line of said Lot 2, Block "A" and the westerly boundary line of said Lot 3A with said proposed easterly ROW line, N 21°26'59" W, for a distance of 22.00 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 75.00 feet right of proposed North Mays Baseline Station 71+94.40, (Grid Coordinates determined as N=10174787.65, E=3130231.58 (TxSPC Zone 4203), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE**, departing said proposed easterly ROW line, continuing with the common boundary line of said Lot 2, Block "A" and said Lot 3A, **N 21°26'59" W,** for a distance of **154.31** feet to a 1/2" iron rod found, being the northeasterly corner of said Lot 2, Block "A", in the southerly boundary line of Lot 3, Block B, Oakmont Centre Section Five, a subdivision of record in Cabinet F, Slide 139-142 of the Plat Records of Williamson County, Texas, same being an angle point in the westerly boundary line of said Lot 3A, also being in the ostensible Survey Line between said David Curry Survey and said Ephraim Evans Survey, for an angle point;

2) **THENCE**, departing said Lot 2, Block "A", same being said ostensible Survey Line, with the common boundary line of said Lot 3, Block B and said Lot 3A, **N 27°42'08" E,** for a distance of **186.53** feet to a 1/2" iron rod found in the southwesterly ROW line of Oakmont Drive (60' ROW width), being the northwesterly corner of said Lot 3A, same being the southeasterly corner of said Lot 3, Block B, for the northerly corner of the herein described tract;

3) **THENCE**, along a non-tangent curve to the left, with said southwesterly ROW line of Oakmont Drive, same being the northerly boundary line of said Lot 3A, having a delta angle of **44°54'51"**, a radius of **330.00** feet, an arc length of **258.69** feet, and a chord which bears **S 84°47'57" E**, for a distance of **252.11** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 380.86 feet right of proposed North Mays Baseline Station 74+06.43, for the easterly corner of the herein described tract;

THENCE, departing said southwesterly ROW line, through the interior of said Lot 3A with said proposed easterly ROW line of North Mays Street, the following three (3) courses:

4) **S 70°48'44" W**, for a distance of **119.02** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 263.20 feet right of proposed North Mays Baseline Station 73+94.32, for an angle point of the herein described tract;

5) **S 77°50'45" W**, for a distance of **188.31** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 75.00 feet right of proposed North Mays Baseline Station 73+80.97, for a point of non-tangency of a curve to the right;

6) along said non-tangent curve to the right, having a delta angle of **14°51'49"**, a radius of **825.00** feet, an arc length of **214.02** feet, and a chord which bears **S 02°31'18" E**, for a distance of **213.42** feet to the **POINT OF BEGINNING**, containing 0.398 acres (17,324 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo 05/03/2017
Lawrence M. Russo Date
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No. 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

STATE OF TEXAS
REGISTERED
LAWRENCE M RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

S:\LEGAL\MASTER EXPORT\EXPANSE\EXPANSE PARCELS\PARCEL 7\PARCEL 7 METES AND BOUNDS FINAL.docx

A

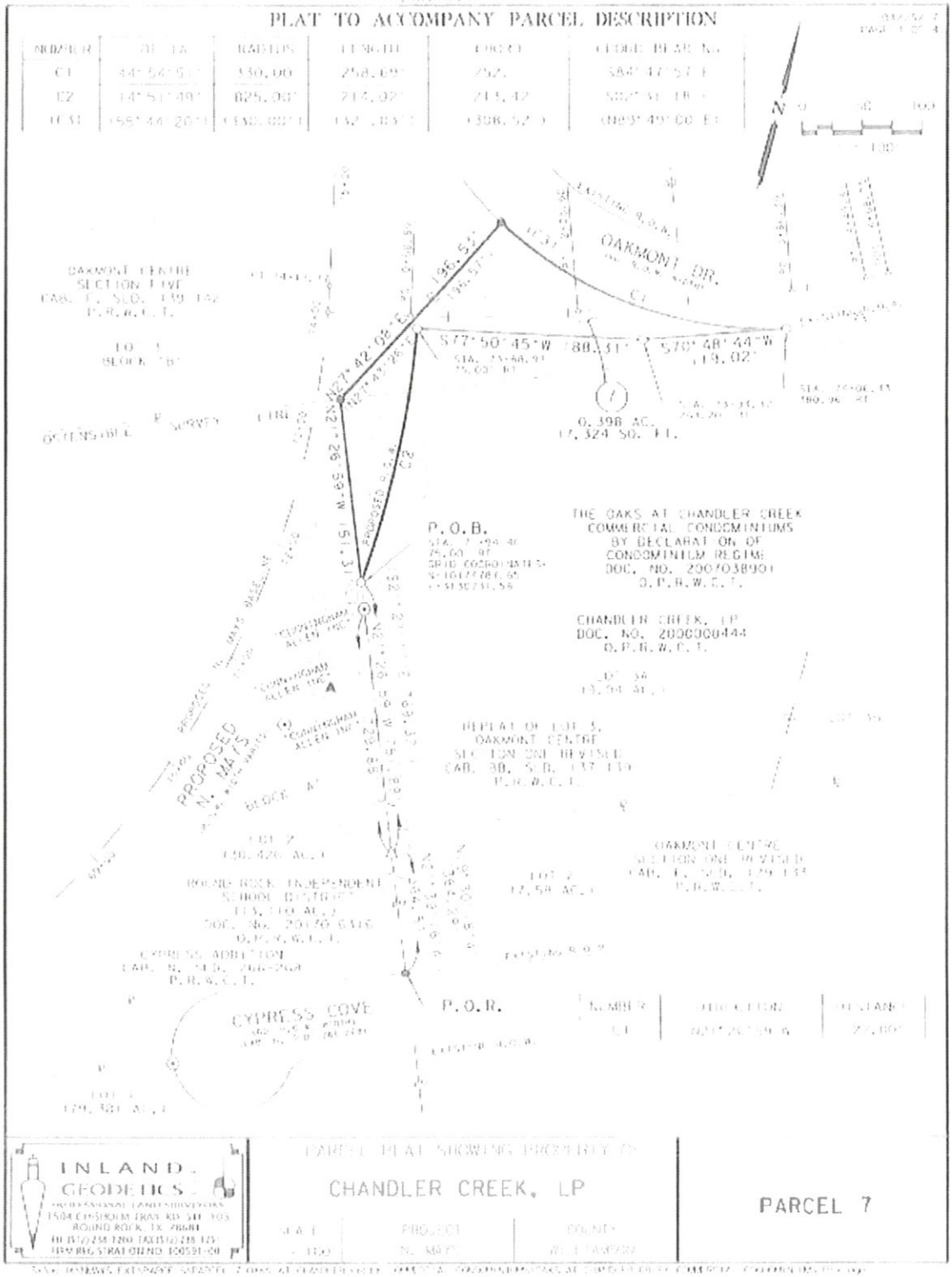

PLAT TO ACCOMPANY PARCEL DESCRIPTION
OAKMONT DR.
OAKMONT CENTRE SECTION FIVE CAB. F, SLD. 139 P.R.W.C.T.
LOT 5 BLOCK "B"
S77°50'45"W 180.31'
S78°48'44"W 119.02'
0.398 AC. 17,324 SQ. FT.
P.O.B.
THE OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUMS BY DECLARATION OF CONDOMINIUM REGIME DOC. NO. 2007038901 O.P.R.W.C.T.
CHANDLER CREEK, LP DOC. NO. 2006060444 O.P.R.W.C.T.
REPLAT OF LOT 5, OAKMONT CENTRE SECTION ONE REVISED CAB. 38, SLD. 137 P.R.W.C.T.
PROPOSED N. MAIN
OAKMONT CENTRE SECTION ONE REVISED CAB. E, SLD. 129 P.R.W.C.T.
ROUND ROCK INDEPENDENT SCHOOL DISTRICT 115.110 AC.± DOC. No. 2010045416 O.P.R.W.C.T.
CYPRESS ADDITION CAB. N, SLD. 266-268 P.R.W.C.T.
CYPRESS COVE
P.O.R.
INLAND GEODETICS
CHANDLER CREEK, LP
PARCEL 7

EXHIBIT A

LEGEND PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17
PAGE 4 OF 4

■	EXCOT TYPE I CONCRETE MONUMENT FOUND	℄	CENTER LINE
⊕	FENCE CORNER POST FOUND		PROPERTY LINE
o	½" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊛	½" IRON ROD FOUND W/PLASTIC CAP		LINE BREAK
O	COTTON GIN SPINDLE FOUND		DENOTES COMMON OWNERSHIP
⊗	½" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
×	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	MAG NAIL W/ WASHER FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	O.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE)	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on field bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 17-293994-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 6, 2017, ISSUE DATE MARCH 10, 2017.

I. RESTRICTIVE COVENANTS, CABINET F, SLIDE 129, CABINET BB, SLIDE 139, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NO(S). 2007038890 , 2007038902, 2007072098, 2007095686, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10S. THE EASEMENT(S) AND/OR BUILDING LINE(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON MAP OR PLAT RECORDED IN CABINET F, SLIDES 129-133, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, 15' P.U.E ALONG WESTERLY LINE AFFECTS AS SHOWN.

K. THE EASEMENT(S) AND/OR BUILDING LINE(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON MAP OR PLAT RECORDED IN CABINET BB, SLIDE 139, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, 15' P.U.E ALONG WESTERLY LINE AFFECTS AS SHOWN.

L. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 299, PAGE 402, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ACROSS LOT OF TRACT ON PLAT RECORDED IN CABINET F, SLIDES 129-133, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. JOINT ACCESS AGREEMENT BY AND BETWEEN OAKMONT CENTRE JOINT VENTURE AND KSP-ROUND ROCK, RECORDED IN VOLUME 1384, PAGE 626, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. JOINT ACCESS AGREEMENT BY AND BETWEEN OAKMONT CENTRE JOINT VENTURE AND KSP-ROUND ROCK, RECORDED IN VOLUME 1384, PAGE 641, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. EASEMENT CREATED IN INSTRUMENT TO ATMOS ENERGY CORPORATION, RECORDED IN DOCUMENT NO. 2006002466, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2006070311, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. THE TERMS, PROVISIONS, EASEMENTS, COVENANTS, RESTRICTIONS AND LIEN FOR ASSESSMENTS AS SHOWN IN DECLARATION OF CONDOMINIUM REGIME, RECORDED IN DOCUMENT NO. 2007038901, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, WHEN TAKEN WITH ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO, INCLUDING BUT NOT LIMITED TO DOCUMENT NO. 2007038902, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. IF APPLICABLE, SUBJECT TO.

P. TERMS, CONDITIONS, STIPULATIONS, PROVISIONS, AND EASEMENTS CONTAINED IN THE AGREEMENT REGARDING MAINTENANCE OF DRAINAGE FACILITIES, BY AND BETWEEN CHANDLER CREEK, LP, A DELAWARE LIMITED PARTNERSHIP, AND THE OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUM COMMUNITY, INC., A TEXAS NON-PROFIT CORPORATION, RECORDED IN DOCUMENT NO. 2007095686, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. IF APPLICABLE, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 05/03/2017

LAWRENCE M. RUSSO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
DATE

INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	0.398	17,324
CALCULATED AREA	9.04	393,787
REMAINDER AREA	8.642	376,458

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

CHANDLER CREEK, LP

SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS	WILLIAMSON

PARCEL 7

S:\N_MAYS\EXHIBITS\PARCEL 7.DWG, 4/25/2017 10:53:11 AM, Xrefs: COMMON AREA.DWG, CHANDLER CREEK COMMERCIAL CONDOMINIUMS.DWG, CHANDLER CREEK COMMERCIAL CONDOMINIUMS (REV 3).DWG

Exhibit B

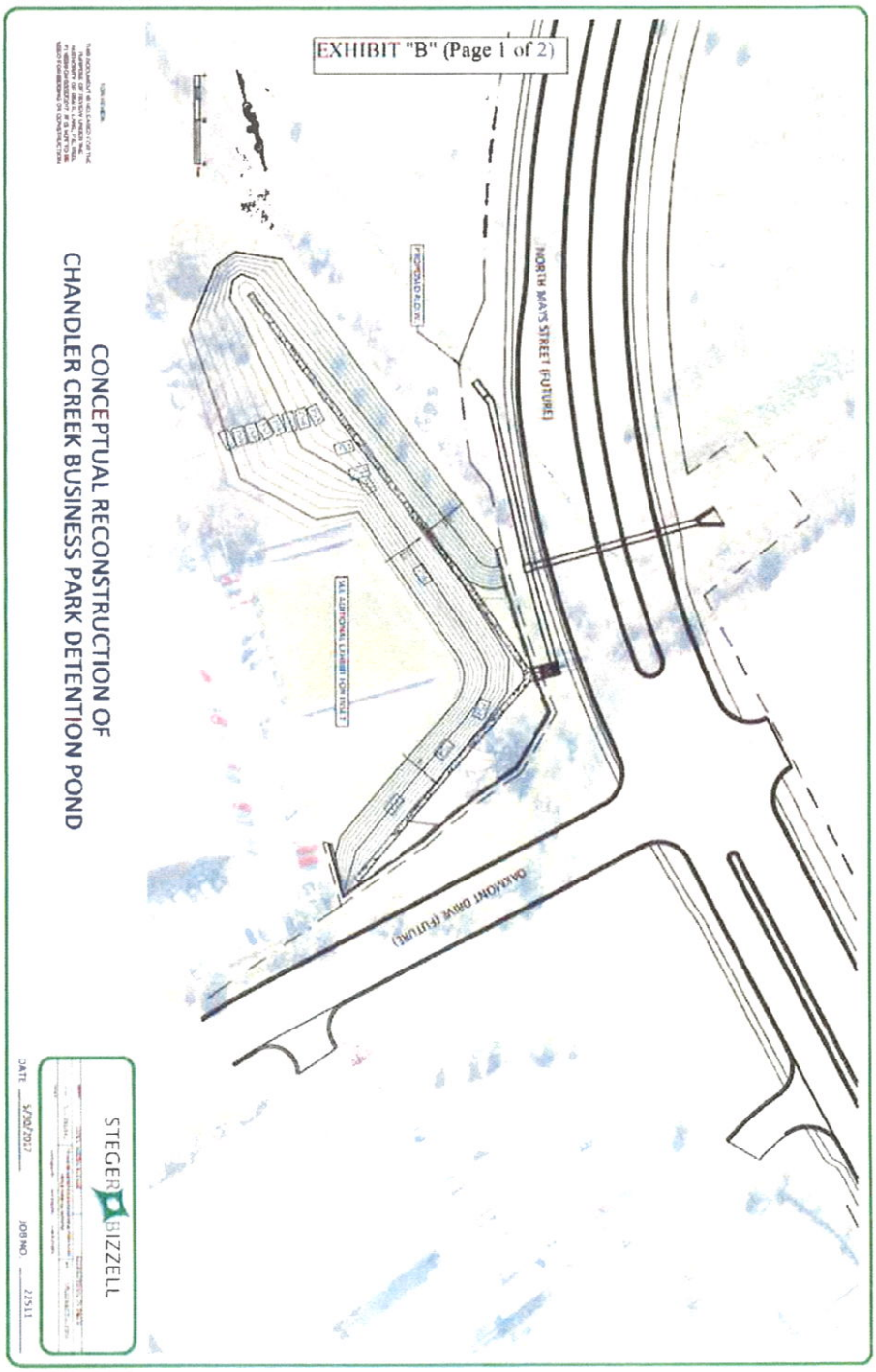

EXHIBIT "B" (Page 1 of 2)
NORTH MAYS STREET (FUTURE)
DIAMONT DRIVE (FUTURE)
CONCEPTUAL RECONSTRUCTION OF
CHANDLER CREEK BUSINESS PARK DETENTION POND
STEGER BIZZELL
DATE 5/30/2017
JOB NO 22511

EXHIBIT "B" (Page 2 of 2)
CONCEPTUAL RECONSTRUCTION OF
CHANDLER CREEK BUSINESS PARK DETENTION POND
NORTH MAYS STREET (FUTURE)
OKMONT DRIVE (FUTURE)
SECTION A-A
SECTION B-B
STEGER BIZZELL
DATE 5/30/2017
JOB NO 22511

Exhibit C

Parcel 7

DEED

North Mays Extension 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 PRESENT:

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

> All of that certain 0.398 acre (17,324 Sq. Ft.) of land in the David Curry Survey, Abstract No. 130, and the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7**).

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/City of Round Rock, 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.

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 (insofar, but only insofar as such appurtenances benefit only the property described herein and not any other property; Grantor hereby reserving and retaining all such appurtenances insofar as the same relate to or benefit any property other than the property conveyed hereunder) 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 EXECUTED AND DELIVERED THIS DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS DEED AND HAS ACCEPTED THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT FOR THE WARRANTIES SET OUT IN THIS DEED (THE "EXPRESS WARRANTIES"). AS A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR'S CONVEYANCE OF THE PROPERTY TO GRANTEE, GRANTOR AND GRANTEE AGREE AND ACKNOWLEDGE THAT: (A) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, GRANTEE IS TAKING THE PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS; (B) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE; (C) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, GRANTEE IS NOT RELYING ON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF GRANTOR'S AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED; (D) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, GRANTEE IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY; (E) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, GRANTEE DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF GRANTOR OR ANY OF GRANTOR'S AGENTS, EMPLOYEES OR REPRESENTATIVES AND (II) ANY RELIANCE BY GRANTEE ON THE SILENCE OR ANY NONDISCLOSURE OF GRANTOR OR ANY OF

GRANTOR'S AGENTS, EMPLOYEES OR REPRESENTATIVES; (F) GRANTEE TAKES AND ACCEPTS THE PROPERTY WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND (EXCEPT FOR THE EXPRESS WARRANTIES); (G) EXCEPT FOR THE EXPRESS WARRANTIES, NO PROMISES OR AGREEMENTS HAVE BEEN MADE BY GRANTOR TO GRANTEE WITH RESPECT TO THE PROPERTY AND GRANTEE HEREBY DISCLAIMS ANY RELIANCE UPON ANY PROMISES OR AGREEMENTS OTHER THAN THE EXPRESS WARRANTIES; (H) THIS "AS IS" PROVISION WAS FREELY NEGOTIATED AND PLAYED AN IMPORTANT PART IN THE BARGAINING PROCESS BY WHICH GRANTOR AGREED TO CONVEY THE PROPERTY TO GRANTEE; (I) GRANTEE DISCLAIMS RELIANCE ON GRANTOR AND ACCEPTS THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES AND OTHER DISCLAIMED MATTERS COULD AFFECT THE PROPERTY'S CONDITION, VALUE, SUITABILITY OR FITNESS AND GRANTEE HEREBY ASSUMES ALL RISK ASSOCIATED THEREWITH; (J) THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED IN THIS "AS IS" PROVISION COULD LIMIT ANY LEGAL RECOURSE OR REMEDY GRANTEE OTHERWISE MIGHT HAVE; AND (K) GRANTEE HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS "AS IS" PROVISION.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the _____day of_____, 2018.

[signature page follows]

GRANTOR:

CHANDLER CREEK, LP,
a Delaware limited partnership

By: CHANDLER CREEK COMPANY,
a Delaware corporation, its General Partner

By:_____

Its:_____

Date:_____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
County of _____)

On _____, 2018 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature:_____ (Seal)

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Exhibit D
Description of the Reconstruction Area

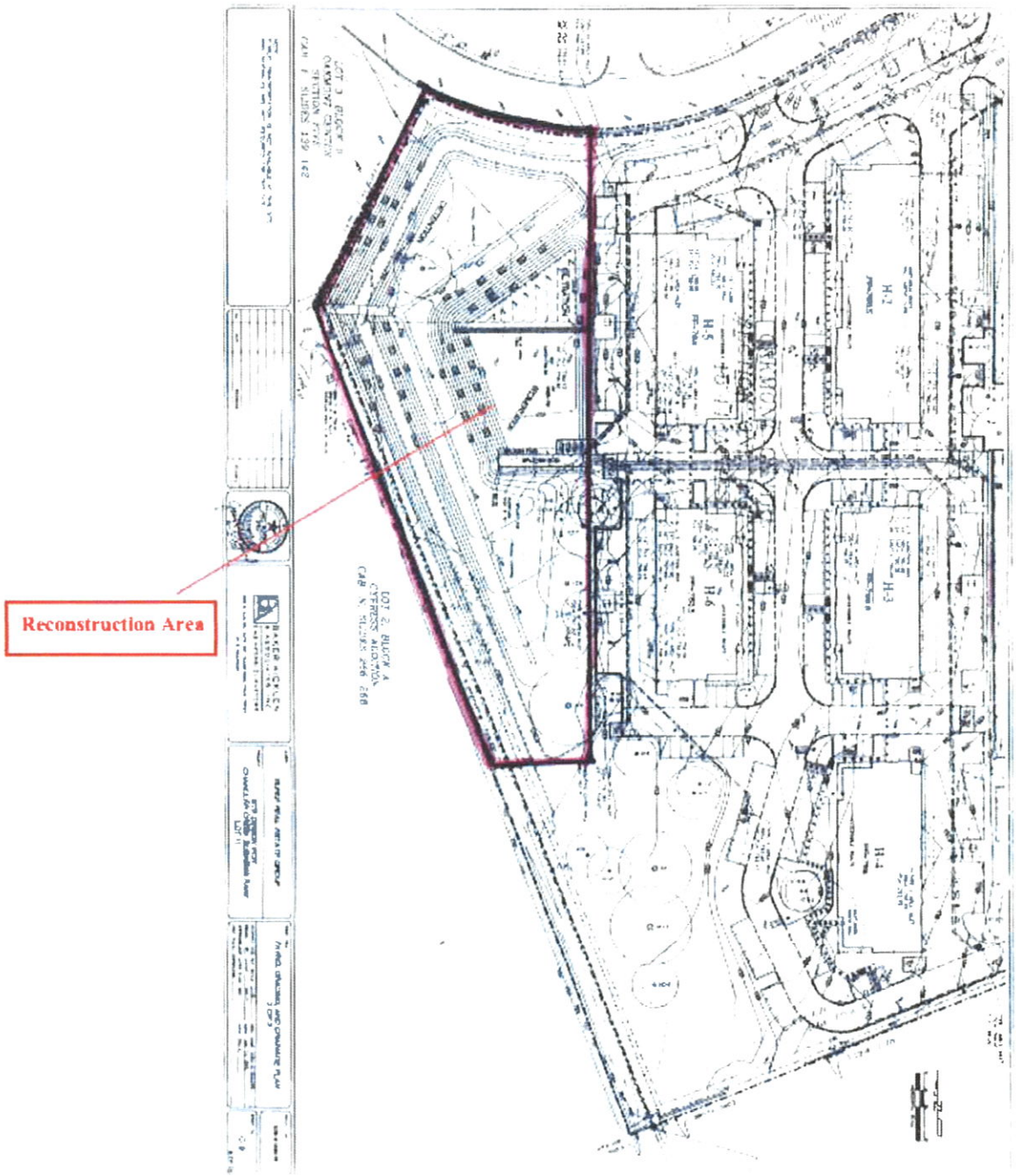


Exhibit E
Warranty and Maintenance Bond

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
(NAME OF CONTRACTOR)

_____

as principal, hereinafter called "CONTRACTOR" and _____

_____
(NAME OF SURETY)

a corporation organized under the laws of _____
as Surety, hereinafter called "SURETY", do hereby expressly acknowledge themselves to be held and bound to pay unto WILLIAMSON COUNTY as Obligee, a political subdivision of the State of Texas, hereinafter called "COUNTY", the sum of (20% of total construction contract amount)

_____
(INSERT WORDS)
_____ Dollars ($_____) for the payment of which sum well and truly to be made unto said COUNTY and its successors, said principal and sureties do hereby bind themselves, their assigns, and successors jointly and severally.

This obligation is conditioned, however, that whereas said CONTRACTOR has by written Agreement dated _____, 20 _____, entered into an agreement with said COUNTY to build and construct _____

_____

which said Agreement and the Contract Documents therein mentioned and adopted by the COUNTY are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, under the terms and conditions of the Agreement, specifications and other Contract Documents, it is provided that the CONTRACTOR shall maintain and keep in good repair the Work constructed and/or equipment furnished by it as contemplated by the plan drawings, specifications, and other Contract Documents, and perform for a period of 2 years from the date of acceptance as shown on the "Certificate of Completion" issued by the ENGINEER, or the date of Final Payment by the COUNTY if a separate Certificate of Completion is not issued, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The CONTRACTOR shall reimburse the COUNTY for the costs of all engineering and special services required to be furnished by the COUNTY which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is the intended purpose of this section to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the CONTRACTOR under the conditions prescribed by the Agreement, plans and specifications and other Contract Documents; and in case the CONTRACTOR shall fail or refuse to commence and actively pursue such corrections within ten (10) days after proper written notifications have been furnished to it by the COUNTY, it is agreed that the COUNTY may do said work and supply such materials and the said CONTRACTOR and SURETY herein shall be liable for the payment of all costs thereby incurred.

NOW THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the

CONTRACTOR in the performance of its Agreement to maintain and repair said work, then these presents shall have full force and effect and the COUNTY shall have and recover from the said CONTRACTOR and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20____

_____ _____
PRINCIPAL PHONE NO.

_____
SIGNATURE (SEAL)

_____ _____
NAME & TITLE WITNESS OR ATTEST TO SEAL

_____ _____
SURETY PHONE NO.

_____
SIGNATURE (SEAL)

_____ _____
NAME & TITLE WITNESS OR ATTEST TO SEAL

_____
SIGNATURE OF LICENSED LOCAL RECORDING AGENT
appointed to countersign on behalf of Surety

Exhibit F

AGREEMENT REGARDING STORMWATER REQUIREMENTS

The City of Round Rock, Texas (the "City") hereby acknowledges receipt of a copy of that certain "Real Estate Contract North Mays Extension – Parcel 7", by and between CHANDLER CREEK, LP ("Seller") and WILLIAMSON COUNTY, TEXAS ("Purchaser"), a full and complete copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference (the "Contract"). All capitalized terms used herein shall have the same meaning as are ascribed to those terms in the Contract. The City agrees to look solely to Purchaser and not to Seller or any other owner of the Retained Property for: (a) the satisfaction of all Stormwater Requirements applicable to the Pond and the Retained Property during the prosecution of the Work; and (b) the correction of any defects in the Work.

CITY OF ROUND ROCK, TEXAS

By:_____
Printed Name:_____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on_____, 2018, by _____, _____ of the City of Round Rock, Texas, a Texas home rural municipality, on behalf of said municipality.

_____
NOTARY PUBLIC, STATE OF TEXAS

Commissioners Court - Regular Session **28.**

Meeting Date: 01/16/2018

CR 200 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 Ruben Gomez for right of way needed on the CR 200 project. (Parcel 14): Funding Source P285

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Gomez Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 10:28 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2018 09:36 AM
Final Approval Date: 01/11/2018		

REAL ESTATE CONTRACT
CR 200 Right of Way—Parcel 14

THIS REAL ESTATE CONTRACT ("Contract") is made by RUBEN GOMEZ (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 of land described as follows:

> All of that certain 0.064-acre (2,776 square feet) tract of land out of Lot 78, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 78 being conveyed to Ruben Gomez by Deed Recorded in Document No. 2012086156, O.P.R.W.C., said 0.064 acres being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.
> (**Parcel 14**);

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 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 SIX THOUSAND EIGHT HUNDRED NINETY and 00/100 Dollars ($6,890.00).

By execution of this Contract the parties agree that any improvements or other personal property located within the Property that are to be retained by Seller shall be removed or relocated

off of the Property on or before January 31st, 2018, or they shall otherwise become subject to removal or relocation by Purchaser, its contractors or agents after that date.

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.

Title

3.03. Within seven (7) days from the Effective Date of this Contract, Purchaser shall cause the Title Company to furnish to the Purchaser a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Purchaser may, on or prior to five (5) days after its receipt of the later of the Title Commitment, deliver to Seller in writing such reasonable objections as Purchaser may have to anything contained or set forth in the Title Commitment or the title exception documents. In the event Purchaser timely objects to any matter contained in the Title Commitment or title exception documents, Seller shall have a reasonable period of time after receipt of Purchaser's objections within which Seller may attempt to cure such objections specified by Purchaser; provided, however, Seller shall provide reasonable responsive cooperation and assistance requested by Purchaser to cure any objections, but shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has not yet satisfied each and every of Purchaser's stated title objections within ten (10) days following the date of Purchaser's objections, Purchaser shall elect to either (i) terminate this Contract, or (ii) waive those title objections which Seller has not satisfied and proceed to Closing. In the event Purchaser fails to elect (i) or (ii) in writing within such period, then, and in such event, Purchaser shall be deemed to have elected (ii).

Inspection

Purchaser acknowledges that Seller is providing Purchaser with an opportunity to thoroughly inspect the Property prior to Closing or all purposes, including any concerns with respect to any past, current or future violation of environmental laws or with respect to the presence, either now or in the past, of any hazardous substances at the Property.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

After the Effective Date, Seller agrees that Purchaser shall be entitled to enter upon the Property and to conduct such inspections and audits as Purchaser may reasonably desire.

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) Seller has not entered into any lease or other agreement, whether written or oral, granting any other party the right to possess the Property. To Seller's actual knowledge, 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) To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

For purposes of this Contract, wherever the terms "knowledge," "belief," or words of similar import are used with respect to the Seller, such knowledge or belief shall be limited to the actual knowledge of RUBEN GOMEZ.

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

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO,

ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

SURVIVAL. IT IS AGREED AND UNDERSTOOD THAT THE TERMS AND PROVISIONS OF THIS ARTICLE IV SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Austin Title Company (the "Title Company") on or before January 31st, 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 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) 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) Cooperate, to the extent required, to ensure that the Title Company will 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 promulgated 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".

(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 cash portion of the Purchase Price;

(b) Pay the costs of Closing as required by this Contract.

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 (including the base premium and the cost of all endorsements and special elective coverages) and survey to be paid by Purchaser.

(2) Deed (including recording costs), 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; Total Agreement; Modification

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. This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith, specifically including any letter of intent negotiated by the parties in relation to the Property. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract. This Contract may not be modified or amended, except by an agreement in writing signed by both the Seller and the Purchaser.

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.

No Recordation

8.08. Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in the county where the Property is located or any other county in Texas.

Compliance

8.09. In accordance with the requirements of Section 1101.555 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.

Exhibits

8.12. The following Exhibits are attached hereto:

- Exhibit "A": Property metes and bounds legal description
- Exhibit "B": Agreed Deed Form

SELLER:

By:_____
RUBEN GOMEZ

Address: 212 SARAH'S LN
LIBERTY HILL TX
78642

_____
Stephanie Gomez

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis
County Judge

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

Date:_____

EXHIBIT
tabbies
"A"

County: Williamson County
Roadway: **CR. 200**

PROPERTY DESCRIPTION
PARCEL 14

BEING A 0.064 ACRE (2,776 SQUARE FEET) TRACT OF LAND OUT OF LOT 78, CIERRA VISTA SUBDIVISION, A PLAT RECORDED IN DOCUMENT NO. 2007078025 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.) AND IN CABINET DD, SLIDE 314 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 78 BEING CONVEYED TO RUBEN GOMEZ BY DEED RECORDED IN DOCUMENT NO. 2012086156, O.P.R.W.C., SAID 0.064 ACRES, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200) with a common line being the north line of said Lot 78 and the south line of Lot 77 of said Cierra Vista Subdivision, and being the northwest corner hereof, from which an ½" iron rod with cap stamped "3DS" found marking the common west corner of said Lots 77 and 78 bears S 68°56'14" W, 294.06' for reference;

1. **THENCE** N 68°56'14" E, with said common line, 20.00' to a calculated point in the existing west margin of C.R. 200 (no recording information found), same being the common east corner of said Lots 77 and 78, for the northeast corner hereof, from which a ½" iron rod with cap stamped "3DS" found bears N 68°56'14" E, 0.07' for reference;

2. **THENCE** S 21°03'28" E, with the existing west margin of said C.R. 200, same being the east line of said Lot 78, 138.78' to a calculated point for the common east corner of said Lot 78 and of Lot 79 of said Cierra Vista Subdivision, for the southeast corner hereof, from which a ½" iron rod found with cap stamped "3DS" bears N 68°55'27" E, 0.08' for reference;

3. **THENCE** S 68°55'27" W, with the common line of Lots 78 and 79, 20.00' to a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly R.O.W. line of C.R. 200 with said common line, for the southwest corner hereof;

EXHIBIT __

County: Williamson County
Roadway: **CR. 200**

4. **THENCE** N 21°03'28" W, across said Lot 78 and with the proposed westerly line of C.R. 200, 138.79' to the **POINT OF BEGINNING** and containing 0.064 acres (2,776 square feet) of land, more or less.

The bearings shown hereon are based on: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

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

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

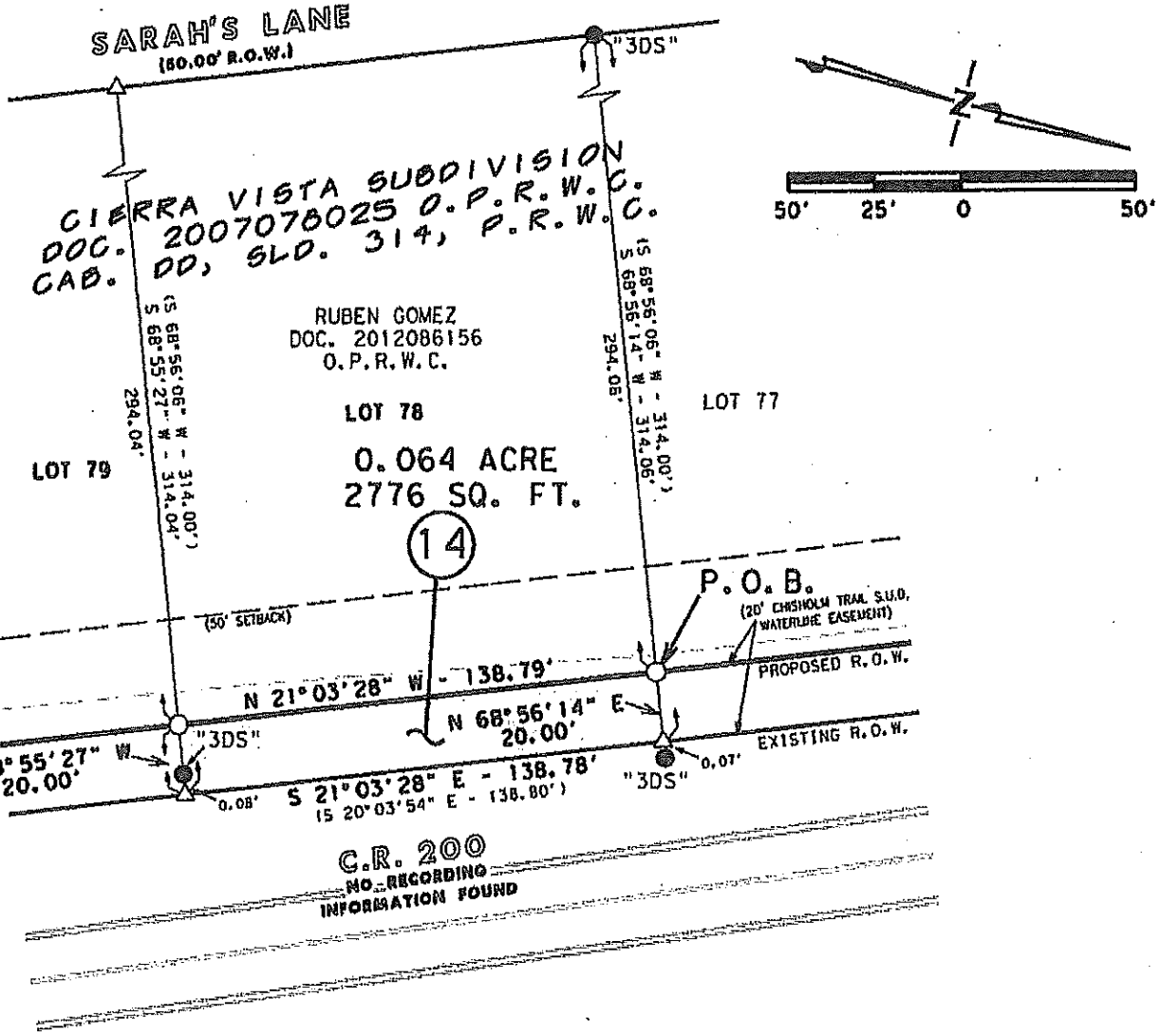
That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 25th day of OCT, 2017, A.D.

STATE OF TEXAS REGISTERED JASON E. PARKER 6643 PROFESSIONAL LAND SURVEYOR

Jason E. Parker
Registered Professional Land Surveyor
No. 6643 – State of Texas

SURVTEX LLC
600 W. Whitestone Blvd
Cedar Park, Texas 78613
(512) 249-8875
TBPLS Firm #10084600



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE = PLANE X 1.00015).

3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.

4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.

5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

10.25.17
DATE

JASON E. PARKER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6643, STATE OF TEXAS

LEGEND
(UNLESS OTHERWISE NOTED)

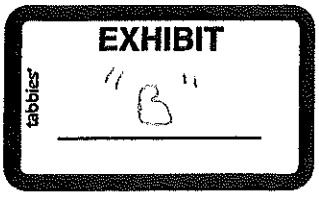
■	TxDOT TYPE I MONUMENT FOUND
○	1/2" IRON ROD SET WITH "SURVTEX" CAP
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE

STATE OF TEXAS
REGISTERED
JASON E. PARKER
6643
PROFESSIONAL
LAND SURVEYOR

PARCEL 14
ACRES: 0.064
HIGHWAY: C.R. 200
ROW CSJ:
COUNTY: WILLIAMSON
SCALE: 1" = 50'
SHEET 3 OF 3

FILE: P14.dgn

SURVTEX LAND DATA LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
PHONE: (512) 249-8875
FAX (512) 249-5040
TBPLS FIRM NO. 10084600



Parcel 14

SPECIAL WARRANTY DEED

CR 200 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

> All of that certain 0.064-acre (2,776 square feet) tract of land out of Lot 78, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 78 being conveyed to Ruben Gomez by Deed Recorded in Document No. 201208656, O.P.R.W.C., said 0.064 acres being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

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)

DRAFT

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 200.

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, when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

GRANTOR:

By:_____
RUBEN GOMEZ

(Acknowledgement Next Page)

DRAFT

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by RUBEN GOMEZ, 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:

DRAFT

EXHIBIT "A"

County: Williamson County
Roadway: **CR. 200**

PROPERTY DESCRIPTION
PARCEL 14

BEING A 0.064 ACRE (2,776 SQUARE FEET) TRACT OF LAND OUT OF LOT 78, CIERRA VISTA SUBDIVISION, A PLAT RECORDED IN DOCUMENT NO. 2007078025 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.) AND IN CABINET DD, SLIDE 314 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 78 BEING CONVEYED TO RUBEN GOMEZ BY DEED RECORDED IN DOCUMENT NO. 2012086156, O.P.R.W.C., SAID 0.064 ACRES, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200) with a common line being the north line of said Lot 78 and the south line of Lot 77 of said Cierra Vista Subdivision, and being the northwest corner hereof, from which an ½" iron rod with cap stamped "3DS" found marking the common west corner of said Lots 77 and 78 bears S 68°56'14" W, 294.06' for reference;

1. **THENCE** N 68°56'14" E, with said common line, 20.00' to a calculated point in the existing west margin of C.R. 200 (no recording information found), same being the common east corner of said Lots 77 and 78, for the northeast corner hereof, from which a ½" iron rod with cap stamped "3DS" found bears N 68°56'14" E, 0.07' for reference;

2. **THENCE** S 21°03'28" E, with the existing west margin of said C.R. 200, same being the east line of said Lot 78, 138.78' to a calculated point for the common east corner of said Lot 78 and of Lot 79 of said Cierra Vista Subdivision, for the southeast corner hereof, from which a ½" iron rod found with cap stamped "3DS" bears N 68°55'27" E, 0.08' for reference;

3. **THENCE** S 68°55'27" W, with the common line of Lots 78 and 79, 20.00' to a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly R.O.W. line of C.R. 200 with said common line, for the southwest corner hereof;

EXHIBIT "A"

County: Williamson County
Roadway: **CR. 200**

4. **THENCE** N 21°03'28" W, across said Lot 78 and with the proposed westerly line of C.R. 200, 138.79' to the **POINT OF BEGINNING** and containing 0.064 acres (2,776 square feet) of land, more or less.

The bearings shown hereon are based on: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

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

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

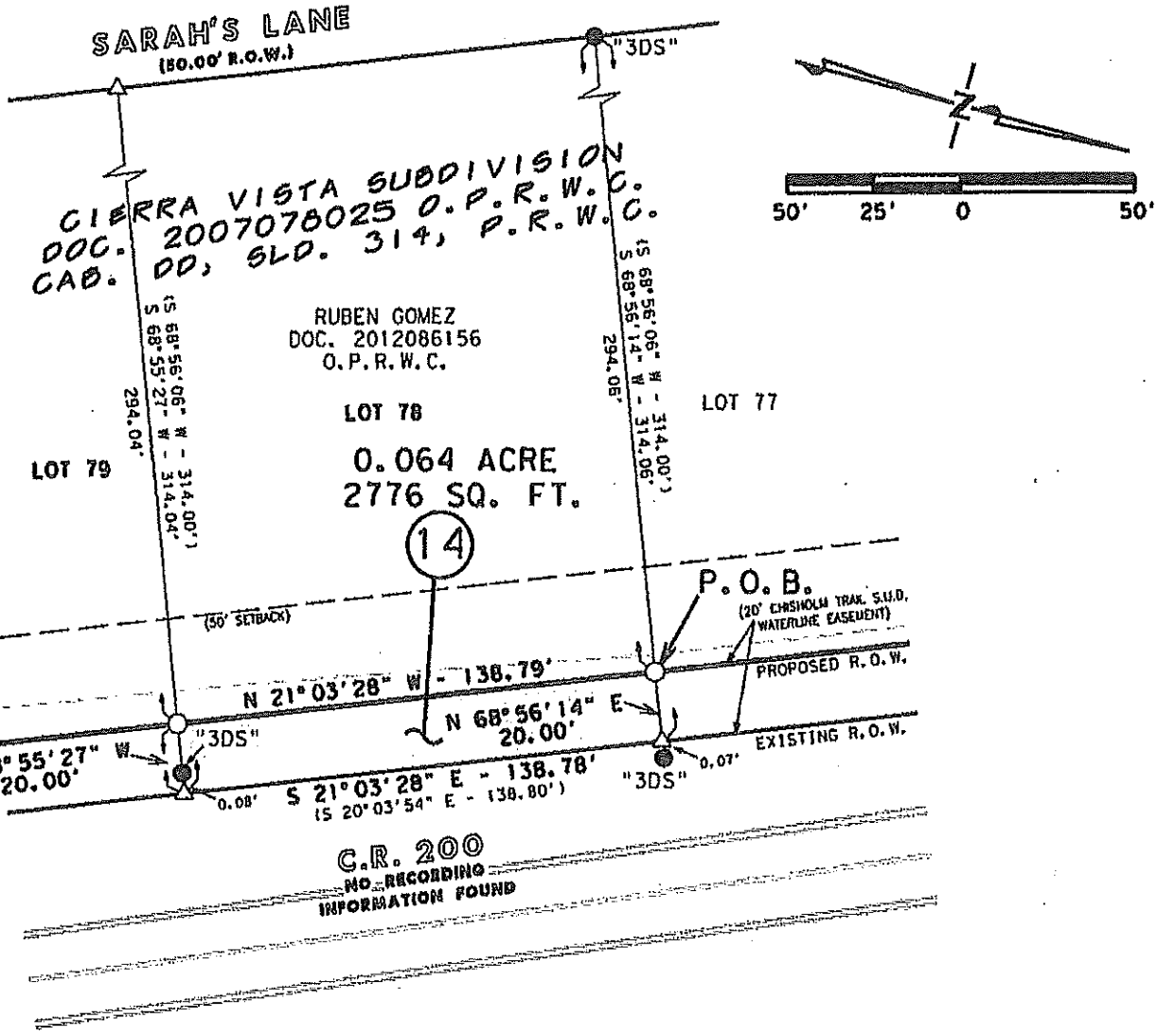
That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 25th day of OCT, 2017, A.D.

STATE OF TEXAS
REGISTERED
JASON E. PARKER
6643
PROFESSIONAL
LAND SURVEYOR

SURVTEX LLC
600 W. Whitestone Blvd
Cedar Park, Texas 78613
(512) 249-8875
TBPLS Firm #10084600

Jason E. Parker
Registered Professional Land Surveyor
No. 6643 – State of Texas



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE = PLANE X 1.00015).

3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.

4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.

5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

10.25.17
DATE

JASON E. PARKER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6643, STATE OF TEXAS

LEGEND
(UNLESS OTHERWISE NOTED)

▩	TxDOT TYPE I MONUMENT FOUND
O	1/2" IRON ROD SET WITH "SURVTEX" CAP
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE

STATE OF TEXAS
REGISTERED
JASON E. PARKER
6643
PROFESSIONAL
LAND SURVEYOR

PARCEL 14
ACRES: 0.064
HIGHWAY: C.R. 200
ROW CSJ:
COUNTY: WILLIAMSON
SCALE: 1" = 50'
SHEET 3 OF 3

FILE: P14.dgn

SURVTEX LLC
PROFESSIONAL SURVEYING and MAPPING SERVICES
600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
PHONE: (512) 249-8875
FAX (512) 249-5040
TBPLS FIRM NO. 10084600

Commissioners Court - Regular Session **29.**

Meeting Date: 01/16/2018

CR 200 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 Robert S. Dyer and Belinda Dyer for right of way needed on the CR 200 project. (Parcel 25) : Funding Source P285

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dyer contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 10:28 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2018 09:39 AM
Final Approval Date: 01/11/2018		

REAL ESTATE CONTRACT
CR 200 Right of Way—Parcel 25

THIS REAL ESTATE CONTRACT ("Contract") is made by ROBERT S. DYER and BELINDA DYER (referred to collectively 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 of land described as follows:

> All of that certain 0.063-acre (2,731 square feet) tract of land out of Lot 71, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 71 being conveyed to Robert S. Dyer and Wife, Belinda S. Dyer by Deed Recorded in Document No. 2013050099, O.P.R.W.C., said 0.063 acres being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 25**);

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 SEVEN THOUSAND FOUR HUNDRED TWENTY and 00/100 Dollars ($7,420.00).

By execution of this Contract the parties agree that any improvements or other personal property located within the Property that are to be retained by Seller shall be removed or relocated

off of the Property on or before January 31st, 2018, or they shall otherwise become subject to removal or relocation by Purchaser, its contractors or agents after that date.

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.

Title

3.03. Within seven (7) days from the Effective Date of this Contract, Purchaser shall cause the Title Company to furnish to the Purchaser a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Purchaser may, on or prior to five (5) days after its receipt of the later of the Title Commitment, deliver to Seller in writing such reasonable objections as Purchaser may have to anything contained or set forth in the Title Commitment or the title exception documents. In the event Purchaser timely objects to any matter contained in the Title Commitment or title exception documents, Seller shall have a reasonable period of time after receipt of Purchaser's objections within which Seller may attempt to cure such objections specified by Purchaser; provided, however, Seller shall provide reasonable responsive cooperation and assistance requested by Purchaser to cure any objections, but shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has not yet satisfied each and every of Purchaser's stated title objections within ten (10) days following the date of Purchaser's objections, Purchaser shall elect to either (i) terminate this Contract, or (ii) waive those title objections which Seller has not satisfied and proceed to Closing. In the event Purchaser fails to elect (i) or (ii) in writing within such period, then, and in such event, Purchaser shall be deemed to have elected (ii).

Inspection

Purchaser acknowledges that Seller is providing Purchaser with an opportunity to thoroughly inspect the Property prior to Closing or all purposes, including any concerns with respect to any past, current or future violation of environmental laws or with respect to the presence, either now or in the past, of any hazardous substances at the Property.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

After the Effective Date, Seller agrees that Purchaser shall be entitled to enter upon the Property and to conduct such inspections and audits as Purchaser may reasonably desire.

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) Seller has not entered into any lease or other agreement, whether written or oral, granting any other party the right to possess the Property. To Seller's actual knowledge, 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) To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

For purposes of this Contract, wherever the terms "knowledge," "belief," or words of similar import are used with respect to the Seller, such knowledge or belief shall be limited to the actual knowledge of ROBERT S. DYER and BELINDA DYER.

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

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO,

ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

SURVIVAL. IT IS AGREED AND UNDERSTOOD THAT THE TERMS AND PROVISIONS OF THIS ARTICLE IV SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Company (the "Title Company") on or before January 31st, 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 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) 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) Cooperate, to the extent required, to ensure that the Title Company will 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 promulgated 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".

(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 cash portion of the Purchase Price;

(b) Pay the costs of Closing as required by this Contract.

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 (including the base premium and the cost of all endorsements and special elective coverages) and survey to be paid by Purchaser.

(2) Deed (including recording costs), 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; Total Agreement; Modification

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. This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith, specifically including any letter of intent negotiated by the parties in relation to the Property. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract. This Contract may not be modified or amended, except by an agreement in writing signed by both the Seller and the Purchaser.

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.

No Recordation

8.08. Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in the county where the Property is located or any other county in Texas.

Compliance

8.09. In accordance with the requirements of Section 1101.555 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:

By: Robert S. Dyer
ROBERT S. DYER

Address: 304 Sarahs Ln
Liberty Hill, TX 78642

By: Belinda Dyer
BELINDA DYER

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

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

EXHIBIT
tabbies "A"

County: Williamson County
Roadway: CR. 200

PROPERTY DESCRIPTION
PARCEL 25

BEING A 0.063 ACRE (2,731 SQUARE FEET) TRACT OF LAND OUT OF LOT 71, CIERRA VISTA SUBDIVISION, A PLAT RECORDED IN DOCUMENT NO. 2007078025 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.) AND IN CABINET DD, SLIDE 314 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 71 BEING CONVEYED TO ROBERT S. DYER AND WIFE, BELINDA S. DYER BY DEED RECORDED IN DOCUMENT NO. 2013050099, O.P.R.W.C., SAID 0.063 ACRES, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found at the intersection of the proposed westerly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200) with the existing west margin of C.R. 200 (no recording information found), marking the common east corner of said Lot 71 and of Lot 70 of said Cierra Vista Subdivision for the northeast corner hereof, from which a ½" iron rod found at the intersection of the existing west margin of C.R. 200 with the existing south right-of-way (R.O.W.) line of C.R. 201, a variable width R.O.W. recorded on said Cierra Vista plat, bears N 20°29'37" W, 546.88' for reference;

1. **THENCE** S 20°29'37" E, with the existing west margin of said C.R. 200, same being the east line of said Lot 71, 136.55' to a calculated point for the common east corner of said Lot 71 and Lot 72 of said Cierra Vista Subdivision and being the southeast corner hereof, from which a ½" iron rod found bears S 68°54'53" W, 0.10' for reference;

2. **THENCE** S 68°54'53" W, with the common line of said Lots 71 and 72, 20.00' to a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly R.O.W. line of C.R. 200 with said common line for the southwest corner hereof;

3. **THENCE** N 20°29'37" W, across said Lot 71 and with the proposed westerly R.O.W. line of C.R. 200, 136.55' to a ½" iron rod with plastic cap stamped "SURVTEX" set on the common line of said Lots 70 and 71, marking an angle point in the proposed westerly R.O.W. line of C.R. 200, for the northwest corner hereof;

EXHIBIT __

County: Williamson County
Roadway: **CR. 200**

4. **THENCE** N 68°54'54" E, with common line of said Lots 70 and 71 and with the proposed westerly R.O.W. line of C.R. 200, 20.00' to the **POINT OF BEGINNING** and containing 0.063 acres (2,731 square feet) of land, more or less.

The bearings shown hereon are based on: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

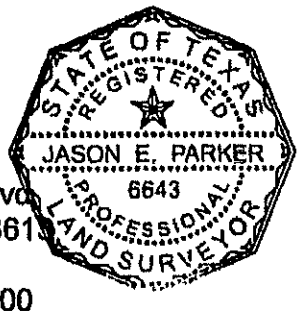
The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

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

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

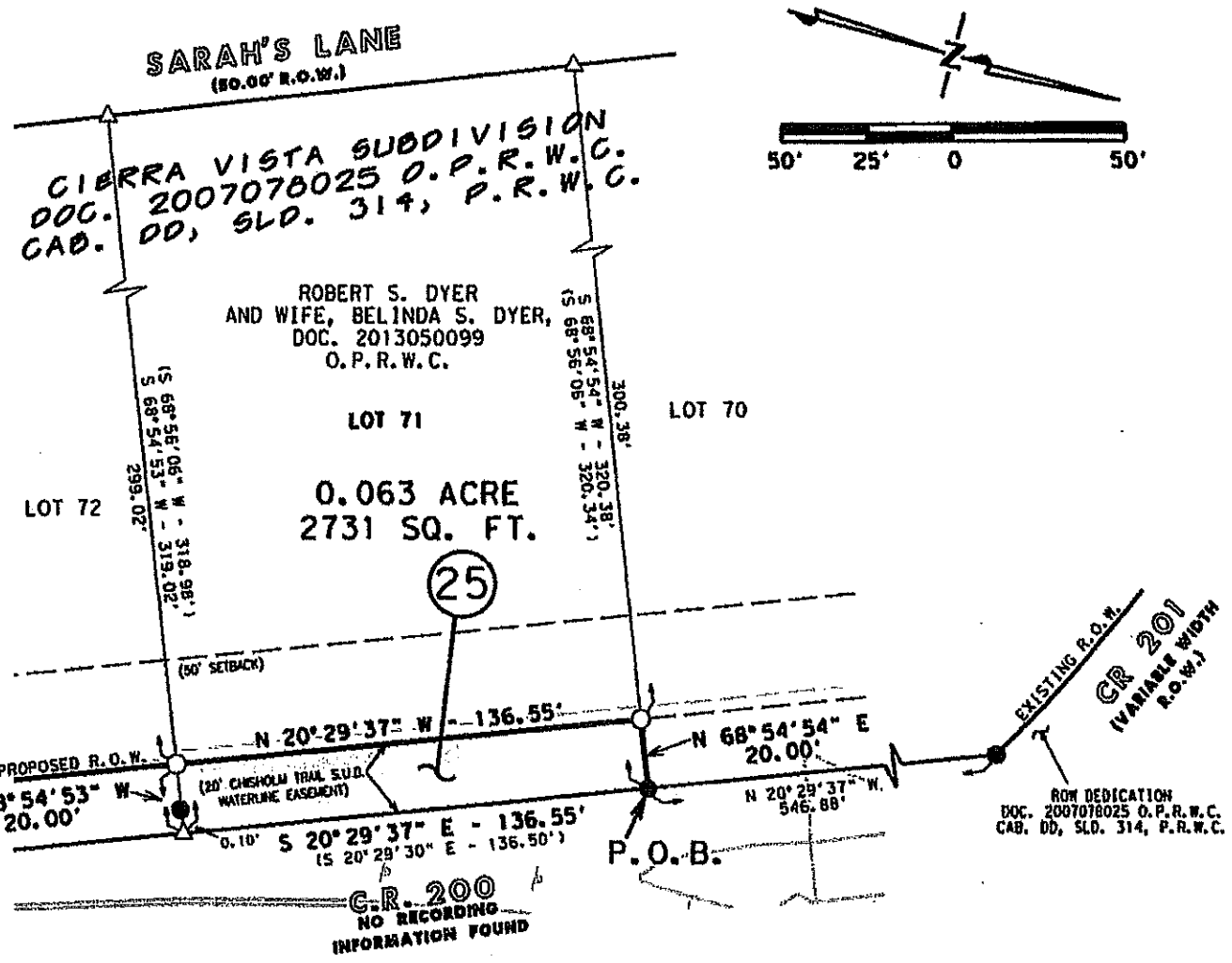
That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 25th day of Oct, 2017, A.D.



SURVTEX LLC
600 W. Whitestone Blvd
Cedar Park, Texas 78613
(512) 249-8875
TBPLS Firm #10084600

Jason E. Parker
Registered Professional Land Surveyor
No. 6643 – State of Texas



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE = PLANE X 1.00015).

3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.

4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.

5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

10.25.17
DATE

JASON E. PARKER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6643, STATE OF TEXAS

LEGEND
(UNLESS OTHERWISE NOTED)

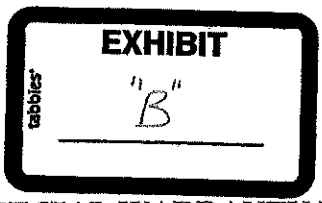
■	TxDOT TYPE I MONUMENT FOUND
○	1/2" IRON ROD SET WITH "SURVTEX" CAP
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE

STATE OF TEXAS
REGISTERED
JASON E. PARKER
6643
PROFESSIONAL
LAND SURVEYOR

PARCEL 25
ACRES: 0.063
HIGHWAY: C.R. 200
ROW CSJ:
COUNTY: WILLIAMSON
SCALE: 1" = 50'
SHEET 3 OF 3

FILE: P25.dgn

SURVTEX LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
PHONE: (512) 249-8875
FAX (512) 249-5040
TBPLS FIRM NO. 10084600



Parcel 25

SPECIAL WARRANTY DEED
CR 200 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

> All of that certain 0.063-acre (2,731 square feet) tract of land out of Lot 71, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 71 being conveyed to Robert S. Dyer and Wife, Belinda S. Dyer by Deed Recorded in Document No. 2013050099, O.P.R.W.C., said 0.063 acres being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

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 200.

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, when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

GRANTOR:

By:_____
ROBERT S. DYER

By:_____
BELINDA DYER

(Acknowledgement Next Page)

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by ROBERT S. DYER, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by BELINDA DYER, 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 **30.**

Meeting Date: 01/16/2018

CR 200 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 Connie M. Regier for right of way needed on the CR 200 project. (Parcel 12) : Funding Source P285

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Regier Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 10:28 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2018 09:41 AM
Final Approval Date: 01/11/2018		

REAL ESTATE CONTRACT
CR 200 Right of Way—Parcel 12

THIS REAL ESTATE CONTRACT ("Contract") is made by CONNIE M. REGIER (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 of land described as follows:

> All of that certain 0.064-acre (2,777 square feet) tract of land out of Lot 80, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 75 being conveyed to Connie M. Regier, a single woman, by Deed Recorded in Document No. 2015079096, O.P.R.W.C., said 0.064 acres being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 12**);

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 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 SIX THOUSAND NINE HUNDRED TEN and 00/100 Dollars ($6,910.00).

By execution of this Contract the parties agree that any improvements or other personal property located within the Property that are to be retained by Seller shall be removed or relocated

off of the Property on or before January 31st, 2018, or they shall otherwise become subject to removal or relocation by Purchaser, its contractors or agents after that date.

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.

Title

3.03. Within seven (7) days from the Effective Date of this Contract, Purchaser shall cause the Title Company to furnish to the Purchaser a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Purchaser may, on or prior to five (5) days after its receipt of the later of the Title Commitment, deliver to Seller in writing such reasonable objections as Purchaser may have to anything contained or set forth in the Title Commitment or the title exception documents. In the event Purchaser timely objects to any matter contained in the Title Commitment or title exception documents, Seller shall have a reasonable period of time after receipt of Purchaser's objections within which Seller may attempt to cure such objections specified by Purchaser; provided, however, Seller shall provide reasonable responsive cooperation and assistance requested by Purchaser to cure any objections, but shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has not yet satisfied each and every of Purchaser's stated title objections within ten (10) days following the date of Purchaser's objections, Purchaser shall elect to either (i) terminate this Contract, or (ii) waive those title objections which Seller has not satisfied and proceed to Closing. In the event Purchaser fails to elect (i) or (ii) in writing within such period, then, and in such event, Purchaser shall be deemed to have elected (ii).

Inspection

Purchaser acknowledges that Seller is providing Purchaser with an opportunity to thoroughly inspect the Property prior to Closing or all purposes, including any concerns with respect to any past, current or future violation of environmental laws or with respect to the presence, either now or in the past, of any hazardous substances at the Property.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

After the Effective Date, Seller agrees that Purchaser shall be entitled to enter upon the Property and to conduct such inspections and audits as Purchaser may reasonably desire.

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) Seller has not entered into any lease or other agreement, whether written or oral, granting any other party the right to possess the Property. To Seller's actual knowledge, 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) To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

For purposes of this Contract, wherever the terms "knowledge," "belief," or words of similar import are used with respect to the Seller, such knowledge or belief shall be limited to the actual knowledge of CONNIE M. REGIER.

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

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO,

ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

SURVIVAL. IT IS AGREED AND UNDERSTOOD THAT THE TERMS AND PROVISIONS OF THIS ARTICLE IV SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Company (the "Title Company") on or before January 31st, 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 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) 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) Cooperate, to the extent required, to ensure that the Title Company will 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 promulgated 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".

(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 cash portion of the Purchase Price;

(b) Pay the costs of Closing as required by this Contract.

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 (including the base premium and the cost of all endorsements and special elective coverages) and survey to be paid by Purchaser.

(2) Deed (including recording costs), 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; Total Agreement; Modification

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. This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith, specifically including any letter of intent negotiated by the parties in relation to the Property. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract. This Contract may not be modified or amended, except by an agreement in writing signed by both the Seller and the Purchaser.

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.

No Recordation

8.08. Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in the county where the Property is located or any other county in Texas.

Compliance

8.09. In accordance with the requirements of Section 1101.555 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.

Exhibits

8.12. The following Exhibits are attached hereto:

- Exhibit "A": Property metes and bounds legal description
- Exhibit "B": Agreed Deed Form

[signature page follows]

SELLER:

By: Connie M Regier
CONNIE M. REGIER

Address: 204 Sarahs Lane
Liberty Hill TX 78642

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis
County Judge

Date:_____

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

EXHIBIT
tabbies
"A"

County: Williamson County
Roadway: **CR. 200**

PROPERTY DESCRIPTION
PARCEL 12

BEING A 0.064 ACRE (2,777 SQUARE FEET) TRACT OF LAND OUT OF LOT 80, CIERRA VISTA SUBDIVISION, A PLAT RECORDED IN DOCUMENT NO. 2007078025 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.) AND IN CABINET DD, SLIDE 314 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 80 BEING CONVEYED TO CONNIE M. REGIER, A SINGLE WOMAN, BY DEED RECORDED IN DOCUMENT NO. 2015079096, O.P.R.W.C., SAID 0.064 ACRES, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200) with the south line of said Lot 80, same being the north line of Lot 81 of said Cierra Vista Subdivision, and being the southwest corner hereof, from which a ½" iron rod found marking the common west corner of said Lots 80 and 81 bears S 68°54'40" W, 294.02' for reference;

1. **THENCE** N 21°03'28" W, across said Lot 80 and with the proposed westerly R.O.W. line of C.R. 200, 138.83' to a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly ROW line of C.R. 200 with a common line being the north line of said Lot 80 and the south line of Lot 79 of said Cierra Vista Subdivision, for the northwest corner hereof;

2. **THENCE** N 68°54'55" E, with said common line, 20.00' to a ½" iron rod with cap stamped "3DS" found in the existing west margin of C.R. 200 (no recording information found), same being the common east corner of said Lots 79 and 80 for the northeast corner hereof;

3. **THENCE** S 21°03'28" E, with the existing west margin of said C.R. 200, same being the east line of said Lot 80, 138.83' to a ½" iron rod with cap stamped "3DS" found marking the common east corner of said Lots 80 and 81, for the southeast corner hereof;

EXHIBIT __

County: Williamson County
Roadway: **CR. 200**

4. **THENCE** S 68°54'40" W, with the south line of said Lot 80, same being the north line of said Lot 81, 20.00' to the **POINT OF BEGINNING** and containing 0.064 acres (2,777 square feet) of land, more or less.

The bearings shown hereon are based on: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

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

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

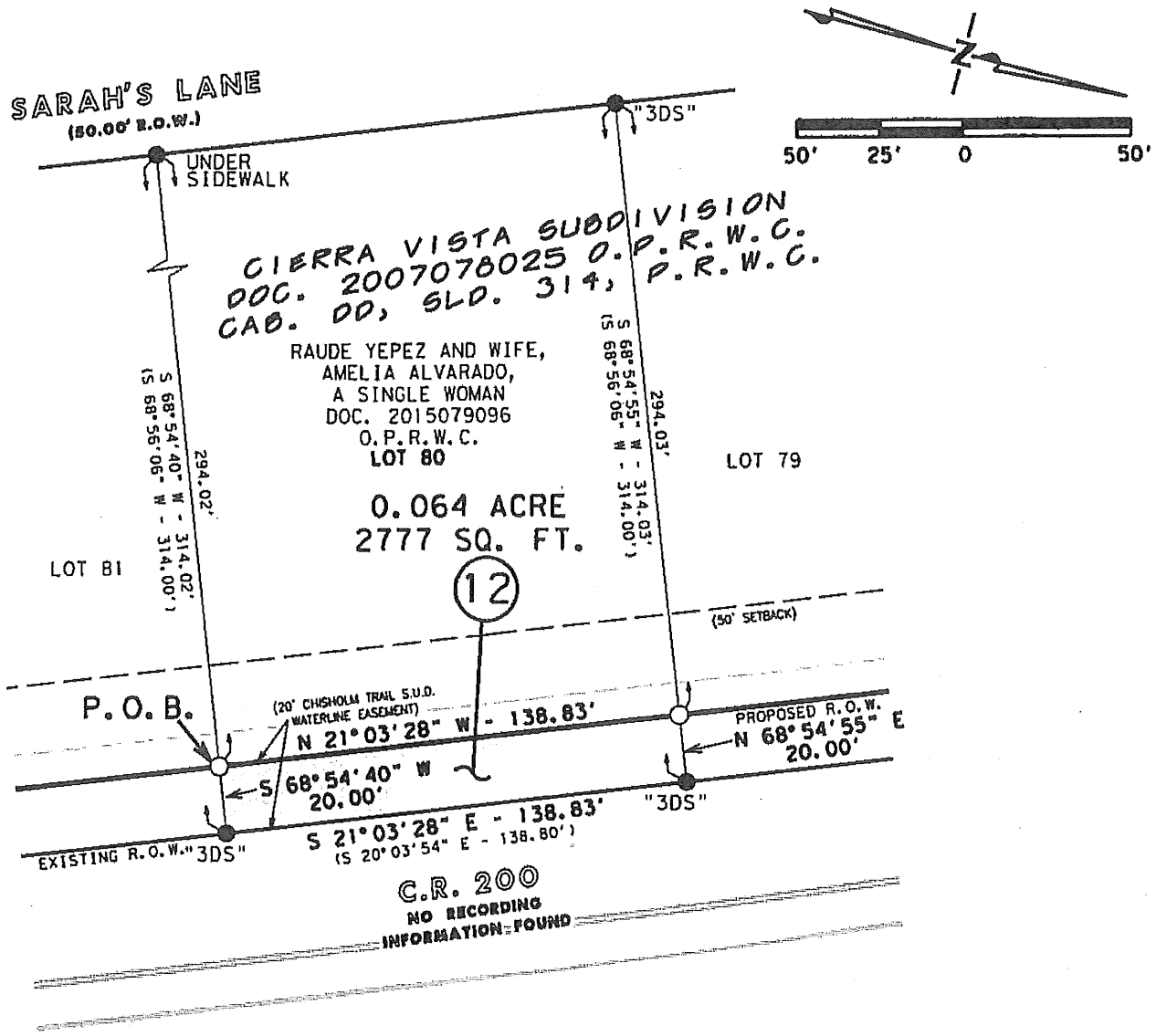
That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 25th day of Oct, 2017, A.D.

STATE OF TEXAS
REGISTERED
JASON E. PARKER
6643
PROFESSIONAL
LAND SURVEYOR

SURVTEX LLC
600 W. Whitestone Blvd
Cedar Park, Texas 78613
(512) 249-8875
TBPLS Firm #10084600

Jason E. Parker
Registered Professional Land Surveyor
No. 6643 – State of Texas



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE = PLANE X 1.00015).

3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.

4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.

5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

10.25.17
DATE

JASON E. PARKER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6643, STATE OF TEXAS

LEGEND
(UNLESS OTHERWISE NOTED)

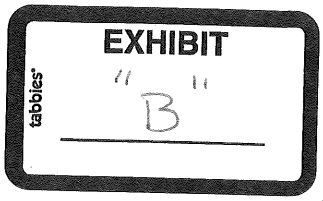
■	TxDOT TYPE I MONUMENT FOUND
○	1/2" IRON ROD SET WITH "SURVTEX" CAP
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O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
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P.O.R.	POINT OF REFERENCE

STATE OF TEXAS
REGISTERED
JASON E. PARKER
6643
PROFESSIONAL
LAND SURVEYOR

PARCEL 12
ACRES: 0.064
HIGHWAY: C.R. 200
ROW CSJ:
COUNTY: WILLIAMSON
SCALE: 1" = 50'
SHEET 3 OF 3

FILE: P12.dgn

SURVTEX LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
PHONE: (512) 249-8875
FAX (512) 249-5040
TBPLS FIRM NO. 10084600



Parcel 12

SPECIAL WARRANTY DEED

CR 200 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

> All of that certain 0.064-acre (2,777 square feet) tract of land out of Lot 80, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 75 being conveyed to Connie M. Regier, a single woman, by Deed Recorded in Document No. 2015079096, O.P.R.W.C., said 0.064 acres being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

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)

DRAFT

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 200.

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, when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

GRANTOR:

By:_____
CONNIE M. REGIER

(Acknowledgement Next Page)

DRAFT

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by CONNIE M. REGIER, 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:

DRAFT

EXHIBIT "A"

County: Williamson County
Roadway: **CR. 200**

PROPERTY DESCRIPTION
PARCEL 12

BEING A 0.064 ACRE (2,777 SQUARE FEET) TRACT OF LAND OUT OF LOT 80, CIERRA VISTA SUBDIVISION, A PLAT RECORDED IN DOCUMENT NO. 2007078025 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.) AND IN CABINET DD, SLIDE 314 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 80 BEING CONVEYED TO CONNIE M. REGIER, A SINGLE WOMAN, BY DEED RECORDED IN DOCUMENT NO. 2015079096, O.P.R.W.C., SAID 0.064 ACRES, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200) with the south line of said Lot 80, same being the north line of Lot 81 of said Cierra Vista Subdivision, and being the southwest corner hereof, from which a ½" iron rod found marking the common west corner of said Lots 80 and 81 bears S 68°54'40" W, 294.02' for reference;

1. **THENCE** N 21°03'28" W, across said Lot 80 and with the proposed westerly R.O.W. line of C.R. 200, 138.83' to a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly ROW line of C.R. 200 with a common line being the north line of said Lot 80 and the south line of Lot 79 of said Cierra Vista Subdivision, for the northwest corner hereof;

2. **THENCE** N 68°54'55" E, with said common line, 20.00' to a ½" iron rod with cap stamped "3DS" found in the existing west margin of C.R. 200 (no recording information found), same being the common east corner of said Lots 79 and 80 for the northeast corner hereof;

3. **THENCE** S 21°03'28" E, with the existing west margin of said C.R. 200, same being the east line of said Lot 80, 138.83' to a ½" iron rod with cap stamped "3DS" found marking the common east corner of said Lots 80 and 81, for the southeast corner hereof;

EXHIBIT "A"

County: Williamson County
Roadway: **CR. 200**

4. **THENCE** S 68°54'40" W, with the south line of said Lot 80, same being the north line of said Lot 81, 20.00' to the **POINT OF BEGINNING** and containing 0.064 acres (2,777 square feet) of land, more or less.

The bearings shown hereon are based on: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

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

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

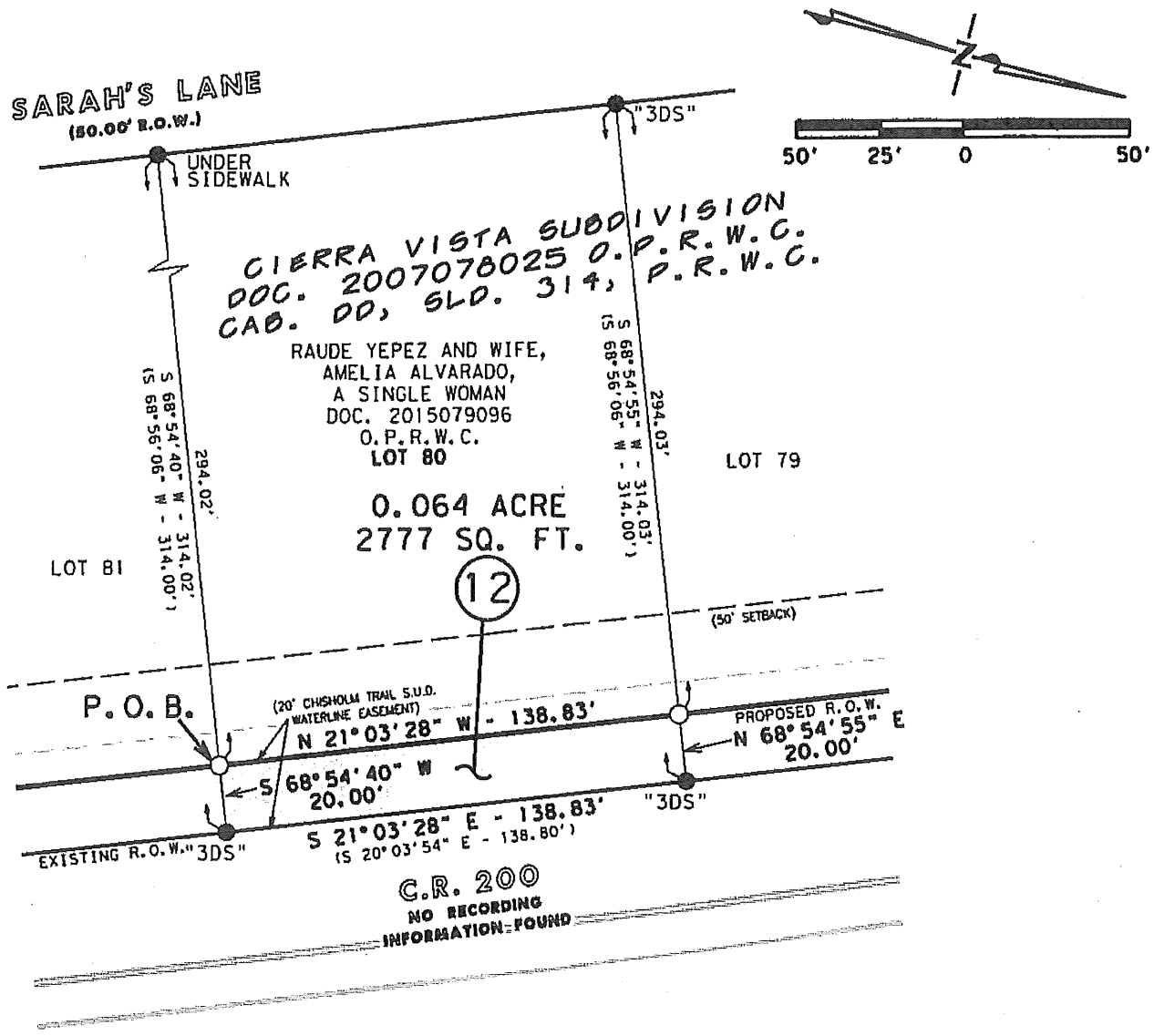
That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 25th day of OCT, 2017, A.D.

STATE OF TEXAS REGISTERED JASON E. PARKER 6643 PROFESSIONAL LAND SURVEYOR

SURVTEX LLC
600 W. Whitestone Blvd
Cedar Park, Texas 78613
(512) 249-8875
TBPLS Firm #10084600

Jason E. Parker
Registered Professional Land Surveyor
No. 6643 – State of Texas



NOTES:

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5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

10.25.17
DATE

JASON E. PARKER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6643, STATE OF TEXAS

LEGEND
(UNLESS OTHERWISE NOTED)

■	TxDOT TYPE I MONUMENT FOUND
○	1/2" IRON ROD SET WITH "SURVTEX" CAP
●	1/2" IRON ROD FOUND
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STATE OF TEXAS
REGISTERED
JASON E. PARKER
6643
PROFESSIONAL
LAND SURVEYOR

PARCEL 12
ACRES: 0.064
HIGHWAY: C.R. 200
ROW CSJ:
COUNTY: WILLIAMSON
SCALE: 1" = 50'
SHEET 3 OF 3

FILE: P12.dgn

SURVTEX LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
PHONE: (512) 249-8875
FAX (512) 249-5040
TBPLS FIRM NO. 10084600

Commissioners Court - Regular Session **31.**

Meeting Date: 01/16/2018

CR 200 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 Lissa C. Anders and Justin Anders for right of way needed on the CR 200 project. (Parcel 19) : Funding Source P285

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Anders Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 10:28 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2018 09:42 AM
Final Approval Date: 01/11/2018		

REAL ESTATE CONTRACT
CR 200 Right of Way—Parcel 19

THIS REAL ESTATE CONTRACT ("Contract") is made by LISSA C. ANDERS and JUSTIN J. ANDERS (referred to collectively 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 of land described as follows:

> All of that certain 0.064-acre (2,778 square feet) tract of land out of Lot 74, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 74 being conveyed to Lissa C. Anders and spouse, Justin J. Anders, by Deed Recorded in Document No. 2014028048, O.P.R.W.C., said 0.064 acres being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 19**);

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 SEVEN THOUSAND FIVE HUNDRED FIFTY and 00/100 Dollars ($7,550.00).

By execution of this Contract the parties agree that any improvements or other personal property located within the Property that are to be retained by Seller shall be removed or relocated

off of the Property on or before January 31st, 2018, or they shall otherwise become subject to removal or relocation by Purchaser, its contractors or agents after that date.

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.

Title

3.03. Within seven (7) days from the Effective Date of this Contract, Purchaser shall cause the Title Company to furnish to the Purchaser a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Purchaser may, on or prior to five (5) days after its receipt of the later of the Title Commitment, deliver to Seller in writing such reasonable objections as Purchaser may have to anything contained or set forth in the Title Commitment or the title exception documents. In the event Purchaser timely objects to any matter contained in the Title Commitment or title exception documents, Seller shall have a reasonable period of time after receipt of Purchaser's objections within which Seller may attempt to cure such objections specified by Purchaser; provided, however, Seller shall provide reasonable responsive cooperation and assistance requested by Purchaser to cure any objections, but shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has not yet satisfied each and every of Purchaser's stated title objections within ten (10) days following the date of Purchaser's objections, Purchaser shall elect to either (i) terminate this Contract, or (ii) waive those title objections which Seller has not satisfied and proceed to Closing. In the event Purchaser fails to elect (i) or (ii) in writing within such period, then, and in such event, Purchaser shall be deemed to have elected (ii).

Inspection

Purchaser acknowledges that Seller is providing Purchaser with an opportunity to thoroughly inspect the Property prior to Closing or all purposes, including any concerns with respect to any past, current or future violation of environmental laws or with respect to the presence, either now or in the past, of any hazardous substances at the Property.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

After the Effective Date, Seller agrees that Purchaser shall be entitled to enter upon the Property and to conduct such inspections and audits as Purchaser may reasonably desire.

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) Seller has not entered into any lease or other agreement, whether written or oral, granting any other party the right to possess the Property. To Seller's actual knowledge, 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) To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

For purposes of this Contract, wherever the terms "knowledge," "belief," or words of similar import are used with respect to the Seller, such knowledge or belief shall be limited to the actual knowledge of LISSA C. ANDERS and JUSTIN J. ANDERS.

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

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO,

ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

SURVIVAL. IT IS AGREED AND UNDERSTOOD THAT THE TERMS AND PROVISIONS OF THIS ARTICLE IV SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Company (the "Title Company") on or before January 31st, 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 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) 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) Cooperate, to the extent required, to ensure that the Title Company will 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 promulgated 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".

(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 cash portion of the Purchase Price;

(b) Pay the costs of Closing as required by this Contract.

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 (including the base premium and the cost of all endorsements and special elective coverages) and survey to be paid by Purchaser.

(2) Deed (including recording costs), 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; Total Agreement; Modification

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. This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith, specifically including any letter of intent negotiated by the parties in relation to the Property. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract. This Contract may not be modified or amended, except by an agreement in writing signed by both the Seller and the Purchaser.

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.

No Recordation

8.08. Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in the county where the Property is located or any other county in Texas.

Compliance

8.09. In accordance with the requirements of Section 1101.555 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.

Exhibits

8.12. The following Exhibits are attached hereto:

- Exhibit "A": Property metes and bounds legal description
- Exhibit "B": Agreed Deed Form

[signature page follows]

SELLER:

By: Lissa C. Anders
LISSA C. ANDERS

By: ~~JUSTIN J. ANDERS~~

Address: 228 Sarah's Lane
Liberty Hill, TX
78642

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

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

EXHIBIT
tabbies
"A"

County: Williamson County
Roadway: **CR. 200**

PROPERTY DESCRIPTION
PARCEL 19

BEING A 0.064 ACRE (2,778 SQUARE FEET) TRACT OF LAND OUT OF LOT 74, CIERRA VISTA SUBDIVISION, A PLAT RECORDED IN DOCUMENT NO. 2007078025 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.) AND IN CABINET DD, SLIDE 314 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 74 BEING CONVEYED TO LISSA C. ANDERS AND SPOUSE, JUSTIN J. ANDERS BY DEED RECORDED IN DOCUMENT NO. 2014028048, O.P.R.W.C., SAID 0.064 ACRES, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200) with the south line of said Lot 74, same being the north line of Lot 75 of said Cierra Vista Subdivision, and being the southwest corner hereof, from which an "X" found in concrete marking the common west corner of said Lots 74 and 75 bears N 68°55'53" E, 294.41' for reference;

1. **THENCE** N 20°29'37" W, across said Lot 74 and with the proposed westerly R.O.W. line of C.R. 200, 138.89' to a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed west ROW line of C.R. 200 and with a common line being the north line of said Lot 74 and the south line of Lot 73 of said Cierra Vista Subdivision, for the northwest corner hereof;

2. **THENCE** N 68°52'11" E, with said common line, 20.00' to a ½" iron rod found in the existing west margin of C.R. 200 (no recording information found), same being the common east corner of said Lots 73 and 74 for the northeast corner hereof,

3. **THENCE** S 20°29'37" E, with the existing west margin of said C.R. 200, same being the east line of said Lot 74, 138.91' to a ½" iron rod found marking the common east corner of said Lots 74 and 75 for the southeast corner hereof;

EXHIBIT __

County: Williamson County
Roadway: **CR. 200**

4. **THENCE** S 68°55'53" W, with the south line of said Lot 74, same being the north line of said Lot 75, 20.00' to the **POINT OF BEGINNING** and containing 0.064 acres (2,778 square feet) of land, more or less.

The bearings shown hereon are based on: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

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

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

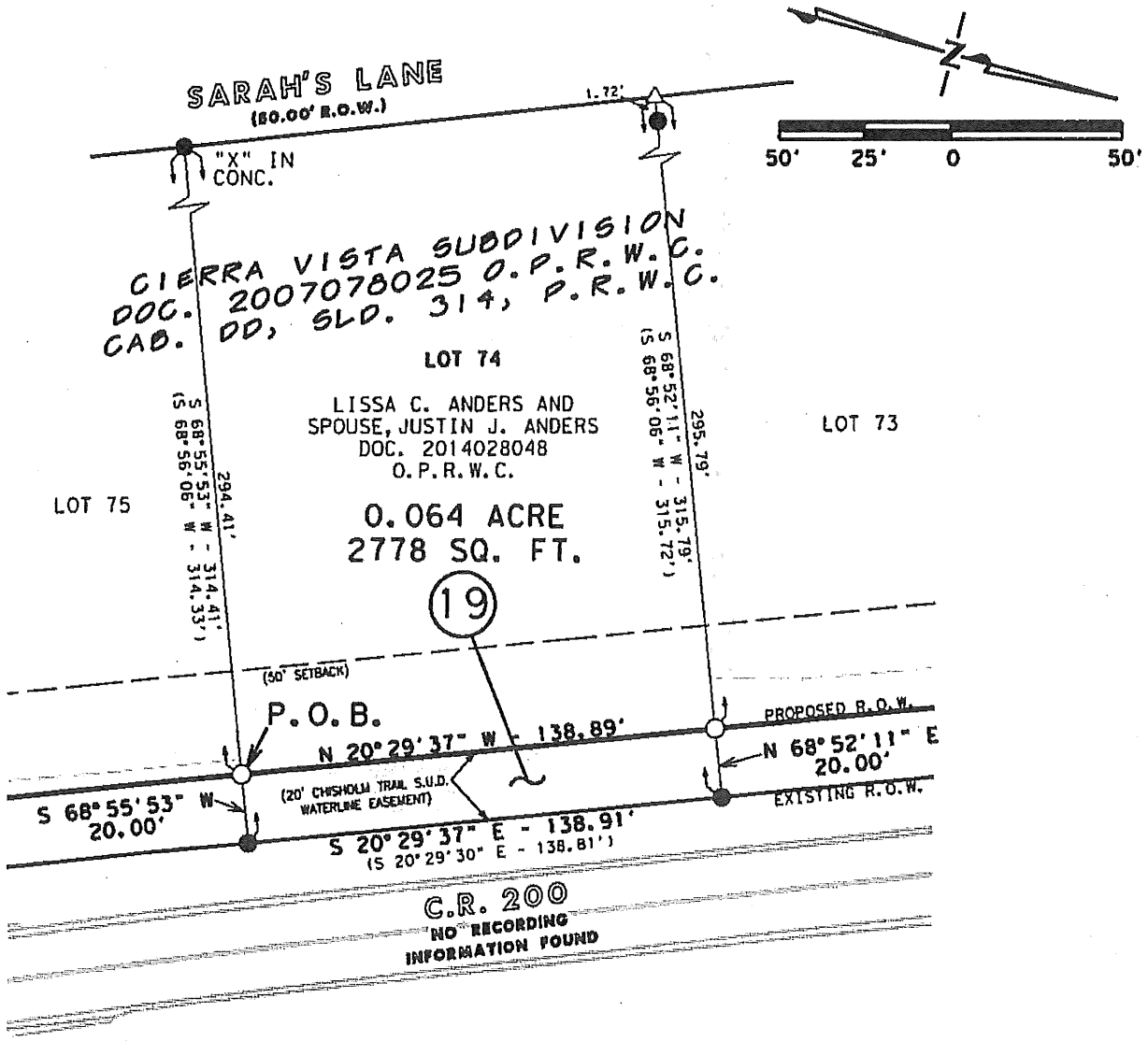
That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 25th day of OCT, 2017, A.D.

STATE OF TEXAS REGISTERED JASON E. PARKER 6643 PROFESSIONAL LAND SURVEYOR

SURVTEX LLC
600 W. Whitestone Blvd
Cedar Park, Texas 78613
(512) 249-8875
TBPLS Firm #10084600

Jason E. Parker
Registered Professional Land Surveyor
No. 6643 – State of Texas



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE = PLANE X 1.00015).

3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.

4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.

5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

10.25.17
DATE

JASON E. PARKER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6643, STATE OF TEXAS

LEGEND
(UNLESS OTHERWISE NOTED)

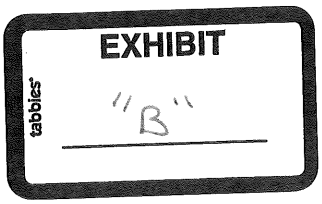
■	TxDOT TYPE I MONUMENT FOUND
○	1/2" IRON ROD SET WITH "SURVTEX" CAP
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE

STATE OF TEXAS
REGISTERED
JASON E. PARKER
6643
PROFESSIONAL
LAND SURVEYOR

PARCEL 19
ACRES: 0.064
HIGHWAY: C.R. 200
ROW CSJ:
COUNTY: WILLIAMSON
SCALE: 1" = 50'
SHEET 3 OF 3

FILE: P19.dgn

SURVTEX LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
PHONE: (512) 249-8875
FAX (512) 249-5040
TBPLS FIRM NO. 10084600



Parcel 19

SPECIAL WARRANTY DEED
CR 200 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

> All of that certain 0.064-acre (2,778 square feet) tract of land out of Lot 74, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 74 being conveyed to Lissa C. Anders and spouse, Justin J. Anders, by Deed Recorded in Document No. 2014028048, O.P.R.W.C., said 0.064 acres being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

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)

DRAFT

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 200.

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, when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

GRANTOR:

By:_____
LISSA C. ANDERS

By:_____
JUSTIN J. ANDERS

DRAFT

(Acknowledgement Next Page)

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by LISSA C. ANDERS, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by JUSTIN J. ANDERS, 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:

DRAFT

EXHIBIT "A"

County: Williamson County
Roadway: **CR. 200**

PROPERTY DESCRIPTION
PARCEL 19

BEING A 0.064 ACRE (2,778 SQUARE FEET) TRACT OF LAND OUT OF LOT 74, CIERRA VISTA SUBDIVISION, A PLAT RECORDED IN DOCUMENT NO. 2007078025 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.) AND IN CABINET DD, SLIDE 314 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 74 BEING CONVEYED TO LISSA C. ANDERS AND SPOUSE, JUSTIN J. ANDERS BY DEED RECORDED IN DOCUMENT NO. 2014028048, O.P.R.W.C., SAID 0.064 ACRES, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200) with the south line of said Lot 74, same being the north line of Lot 75 of said Cierra Vista Subdivision, and being the southwest corner hereof, from which an "X" found in concrete marking the common west corner of said Lots 74 and 75 bears N 68°55'53" E, 294.41' for reference;

1. **THENCE** N 20°29'37" W, across said Lot 74 and with the proposed westerly R.O.W. line of C.R. 200, 138.89' to a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed west ROW line of C.R. 200 and with a common line being the north line of said Lot 74 and the south line of Lot 73 of said Cierra Vista Subdivision, for the northwest corner hereof;

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3. **THENCE** S 20°29'37" E, with the existing west margin of said C.R. 200, same being the east line of said Lot 74, 138.91' to a ½" iron rod found marking the common east corner of said Lots 74 and 75 for the southeast corner hereof;

EXHIBIT "A"

County: Williamson County
Roadway: **CR. 200**

4. **THENCE** S 68°55'53" W, with the south line of said Lot 74, same being the north line of said Lot 75, 20.00' to the **POINT OF BEGINNING** and containing 0.064 acres (2,778 square feet) of land, more or less.

The bearings shown hereon are based on: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

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

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

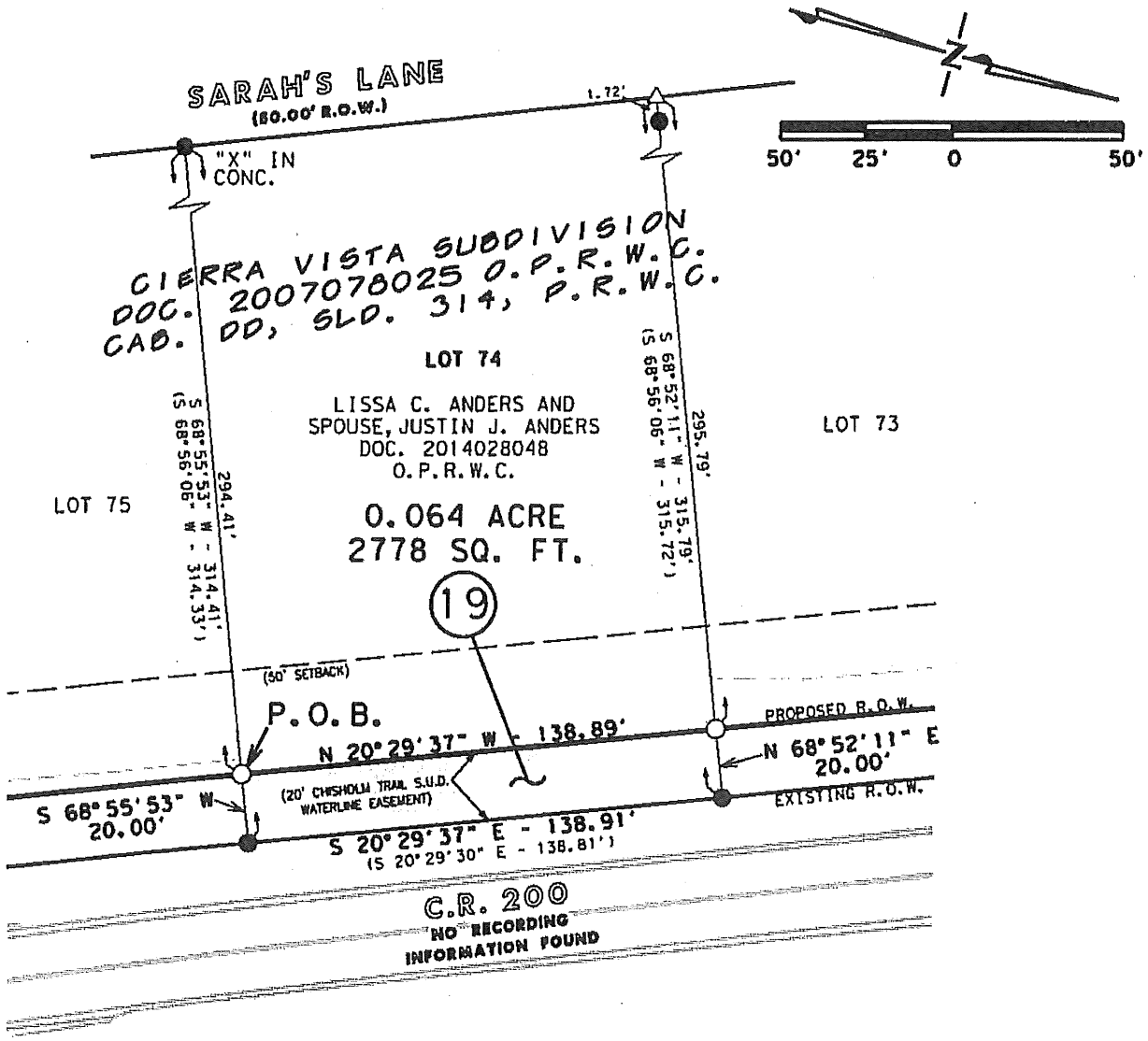
That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 25th day of OCT, 2017, A.D.

STATE OF TEXAS
REGISTERED
JASON E. PARKER
6643
PROFESSIONAL
LAND SURVEYOR

SURVTEX LLC
600 W. Whitestone Blvd
Cedar Park, Texas 78613
(512) 249-8875
TBPLS Firm #10084600

Jason E. Parker
Registered Professional Land Surveyor
No. 6643 – State of Texas



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

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3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.

4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.

5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

10.25.17
DATE

JASON E. PARKER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6643, STATE OF TEXAS

LEGEND
(UNLESS OTHERWISE NOTED)

■	TxDOT TYPE I MONUMENT FOUND
○	1/2" IRON ROD SET WITH "SURVTEX" CAP
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE

STATE OF TEXAS
REGISTERED
JASON E. PARKER
6643
PROFESSIONAL
LAND SURVEYOR

PARCEL 19
ACRES: 0.064
HIGHWAY: C.R. 200
ROW CSJ:
COUNTY: WILLIAMSON
SCALE: 1" = 50'
SHEET 3 OF 3

FILE: P19.dgn

SURVTEX LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
PHONE: (512) 249-8875
FAX (512) 249-5040
TBPLS FIRM NO. 10084600

Commissioners Court - Regular Session **32.**

Meeting Date: 01/16/2018

Brushy Creek Trail

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 for unimproved property from James Daniel Johnson for right of way needed on the Brushy Creek Trail Project (Parcel 14). Funding Source Park Bonds P211

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Johnson Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 11:37 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2018 09:44 AM
Final Approval Date: 01/11/2018		

Commissioners Court - Regular Session **33.**

Meeting Date: 01/16/2018

Brushy Creek Trail

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 for unimproved property from Janet Bartholomew, John Johnson, James Daniel Johnson and John Reid for right of way needed on the Brushy Creek Trail Project (Parcel 14). Funding Source Park Bonds P211

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Johnson Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 11:37 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2018 09:49 AM
Final Approval Date: 01/11/2018		

Commissioners Court - Regular Session **34.**

Meeting Date: 01/16/2018

North Mays Extension- 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 ForeverForward LLC for right of way needed on the N. Mays Extension project (Parcel 8). : Funding Source Road Bonds P224

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Forever Forward Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 11:37 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2018 11:32 AM
Final Approval Date: 01/11/2018		

REAL ESTATE CONTRACT
North Mays Right of Way—Parcel 8

THIS REAL ESTATE CONTRACT ("Contract") is made by FOREVERFORWARD, LLC, a Texas limited liability company (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 0.136 acre (5,921 Sq. Ft.) tract of land in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**);

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 CONSIDERATION

2.01. As consideration for the Property, any improvements on the Property, and any damage to or cost of cure for the remaining property of Seller, within ninety (90) days after Purchaser provides notice of Final Completion of the construction contract for Purchaser's proposed extension/realignment of the North Mays and Oakmont roadway facilities upon the Property ("the Project"), the Purchaser shall cause to be approved, executed and recorded (1) an abandonment of the existing Oakmont Drive right of way not required for the Project, and/or (2) a deed (the "Surplus Deed") to Seller conveying marketable title free and clear of any liens and restrictions, in and to the property acquired by Purchaser with the North Mays project or otherwise abandoned as set out herein, which have been determined to be surplus or excess to the Project construction, both as shown depicted by "Excess Parcel 1", "Excess Parcel 2", and "Excess Parcel 3" in Exhibit "B" attached hereto and incorporated herein. The form of the Surplus Deed for this conveyance shall be as shown in Exhibit "C" attached hereto and incorporated herein.

WS

Prior to the completion of the conveyance described in this paragraph Purchaser shall cause any existing roadway improvements on the property to be abandoned or conveyed as described herein to be obliterated and removed, and shall fill, cut and shape the property in the locations and according to the plans and specifications as shown in Exhibit "D" attached hereto and incorporated herein.

These obligations shall survive the Closing of this Contract.

Additional Consideration and Special Provisions

2.02. As additional compensation for the acquisition of the Property, and as an obligation which shall survive the Closing of this transaction, as part of the construction Project Purchaser shall (1) construct a new driveway connection from the existing parking field to the proposed Oakmont Drive improvements to be built by Purchaser, and (2) remove the existing driveway located at approximately Sta. 76+53 of the Project and construct a curb and gutter connection and revegetate the existing driveway area, in accordance with the plan generally as shown in Exhibit "E" attached hereto and incorporated herein, including removal of the additional pavement in order to square off the existing parking lot. The construction of these items shall be done as part of the proposed North Mays improvement project, and Seller's existing driveway, the southern-most driveway on Mays Street, shall remain open for use by the public until such time as the replacement driveway identified herein becomes accessible, operational, and fully connects from the parking field to the new Oakmont Drive, unless otherwise agreed in advance with Purchaser. The design of the new driveway connection shall comply with all City of Round Rock code and design specification requirements for commercial driveways.

The property shall retain its existing street address or, alternatively, the closing of this agreement is contingent upon Purchaser ensuring that the City of Round Rock ("City") presents Seller with a letter from City, stating that the City is aware of this agreement and the City has agreed that Seller may retain its existing street address of 2611 Oakmont Drive.

If the Closing occurs in the year 2018, the Seller is responsible for paying pro-rated taxes only for the parcel sold to Purchaser if evidence is provided to the Title Company that any taxes due and owing for the year 2017 have been fully paid. This pro-rated tax is to be based on the percentage of land sold to Purchaser out of the total subject property owned by Seller. This tax shall not be based upon improvements to the total subject property, but just based upon the underlying land value.

By execution of this Contract the Seller agrees to allow Purchaser, its contractors and agents to temporarily access the remaining property of Seller solely for the purpose of carrying out the obligations of this Section and as shown on Exhibit "E".

WS

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before January 31, 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:

WS

(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 for the Property shall be in the form as shown in Exhibit "F" 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, if any.

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.

WS

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.

WS

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.

SELLER:

FOREVERFORWARD, LLC,
a Texas limited liability company

By: Wendy Schneider

Name: Wendy Schneider

Its: Manager

Date: 1/4/18

Address: 479 Shady Hollow
New Braunfels, TX 78132

WS

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date:_____

WS

EXHIBIT A

County: Williamson
Parcel : 8
Highway: N. Mays

PROPERTY DESCRIPTION FOR PARCEL 8

DESCRIPTION OF A 0.136 ACRE (5,921 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3A, REPLAT OF LOT 3, BLOCK "A", OAKMONT CENTRE, SECTION FIVE, A SUBDIVISION OF RECORD IN CABINET Z, SLIDE 161-162 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO FOREVERFORWARD, LLC BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013041077 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.136 ACRE (5,921 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a P/K nail in concrete found, 30.28 feet right of proposed North Mays Baseline Station 81+61.57, in the existing easterly Right-of-Way (ROW) line of Oakmont Drive (60' ROW width), being in the westerly boundary line of Lot 4B, Replat of Lots 2, 4, and 6, Section Seven, Oakmont Centre, a subdivision of record in Cabinet T, Slides 274-275 of the Plat Records of Williamson County, Texas;

THENCE, with said existing easterly ROW line, same being the westerly boundary line of said Lot 4B, S 16°40'29" W, for a distance of 54.89 feet to a P/K nail in concrete found, 29.64 feet right of proposed North Mays Baseline Station 81+06.68, (Grid Coordinates determined as N=10175682.88, E=3130097.46 (TxSPC Zone 4203), being the northwesterly corner of said Lot 3A, same being the southwesterly corner of said Lot 4B, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE,** departing said existing easterly ROW line, with the common boundary line of said Lot 3A and said Lot 4B, **N 79°22'53" E,** for a distance of **22.77** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 50.00 feet right of proposed North Mays Baseline Station 81+16.88, in the proposed easterly ROW line of North Mays (ROW width varies), for the northeasterly corner of the herein described tract;

THENCE, departing the southerly boundary line of said Lot 4B, through the interior of said Lot 3A, with said proposed easterly ROW line, the following six (6) courses:

2) **S 16°00'26" W,** for a distance of **58.05** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 50.00 feet right of proposed North Mays Baseline Station 80+58.84, being a point of curvature of a curve to the left;

3) along said curve to the left, having a delta angle of **19°29'23"**, a radius of **350.00** feet, an arc length of **119.06** feet, and a chord which bears **S 06°15'45" W,** for a distance of **118.48** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 50 feet right of proposed North Mays Baseline Station 79+22.78, for a point of non-tangency;

4) **S 60°22'02" W,** for a distance of **5.82** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 44.77 feet right of proposed North Mays Baseline Station 79+19.89, for an angle point;

WS

5) **S 04°42'23" E,** for a distance of **55.87** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 41.21 feet right of proposed North Mays Baseline Station 78+57.87, for an angle point;

6) **S 21°42'03" E,** for a distance of **53.02** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 50.00 feet right of proposed North Mays Baseline Station 78+05.58, for an angle point;

7) **S 12°09'15" E,** for a distance of **66.38** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 50.00 feet right of proposed North Mays Baseline Station 77+39.20, being in said existing easterly ROW line of Oakmont Drive, same being the westerly boundary line of said Lot 3A, for the southerly corner of the herein described tract;

THENCE, departing said proposed ROW line, with said existing ROW line, same being the westerly boundary line of said Lot 3A, the following two (2) courses:

8) along a curve to the right, having a delta angle of **48°04'06"**, a radius of **370.00** feet, an arc length of **310.41** feet, and a chord which bears **N 07°29 '27" W,** for a distance of **301.39** feet to 1/2" iron rod found, being a point of tangency;

9) **N 16°24'12" E,** for a distance of **45.10** feet to the **POINT OF BEGINNING**, containing 0.136 acres (5,921 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

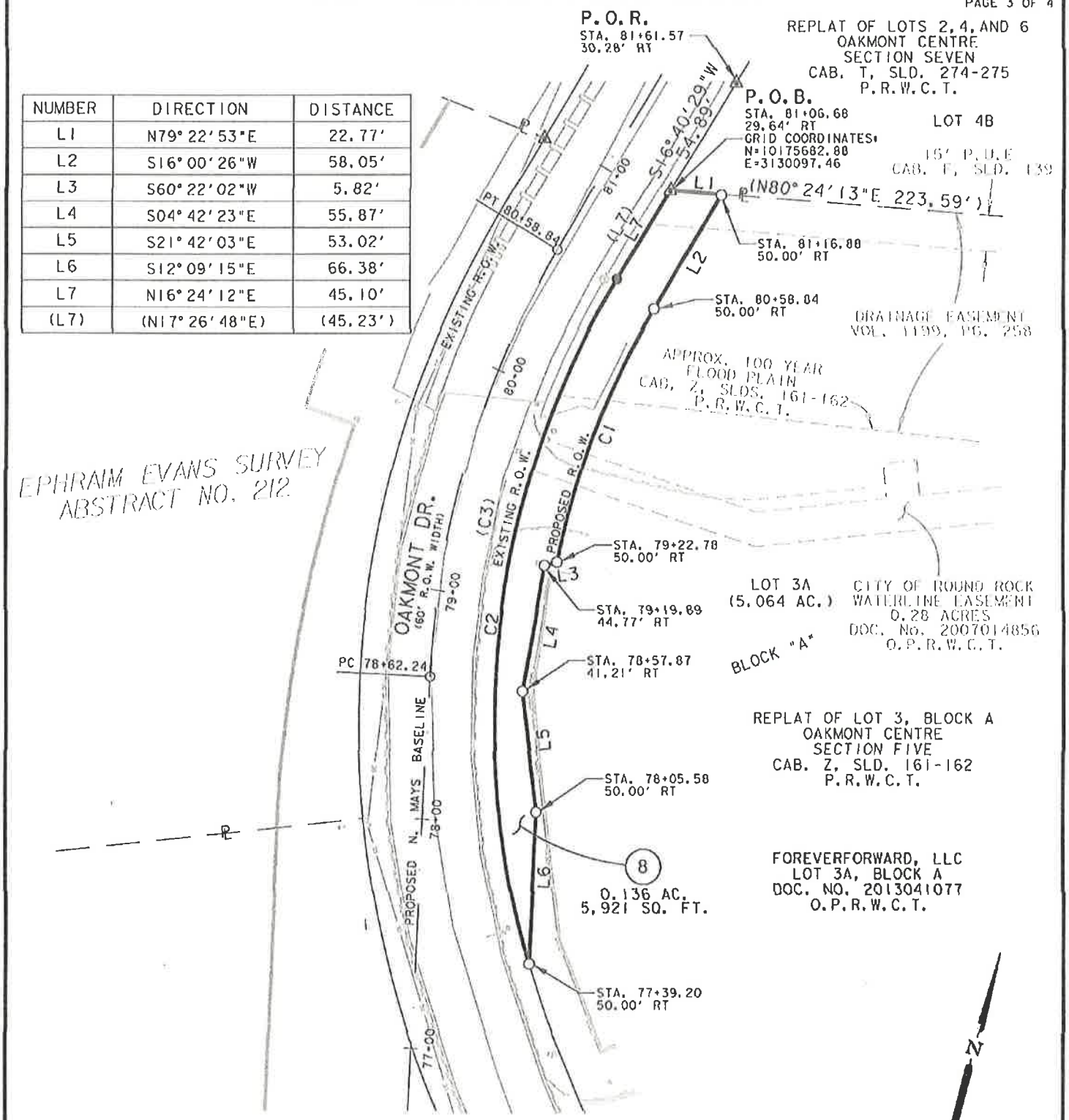
Lawrence M. Russo 10/06/2017
Lawrence M. Russo Date
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



LMR

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	N79° 22' 53"E	22.77'
L2	S16° 00' 26"W	58.05'
L3	S60° 22' 02"W	5.82'
L4	S04° 42' 23"E	55.87'
L5	S21° 42' 03"E	53.02'
L6	S12° 09' 15"E	66.38'
L7	N16° 24' 12"E	45.10'
(L7)	(N17° 26' 48"E)	(45.23')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	19° 29' 23"	350.00'	119.06'	118.48'	S06° 15' 45"W
C2	48° 04' 06"	370.00'	310.41'	301.39'	N07° 29' 27"W
(C3)		(370.00')	(350.66')	(337.68')	(N09° 35' 29"W)

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

FOREVERFORWARD, LLC

SCALE	PROJECT	COUNTY
1" = 60'	N. MAYS EXTENSION	WILLIAMSON

W2

PARCEL 8

S:*LJA\NMAYS EXT\PARCELS\PARCEL 8 OAKMONT-CENTRE-LOT 3A\OAKMONT-CENTRE-LOT3A-REV-100317.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■ TXDOT TYPE I CONCRETE MONUMENT FOUND	℄ CENTER LINE
✱ FENCE CORNER POST FOUND	℘ PROPERTY LINE
● ½" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ ½" IRON ROD FOUND W/PLASTIC CAP	LINE BREAK
✪ COTTON GIN SPINDLE FOUND	DENOTES COMMON OWNERSHIP
◉ ½" IRON PIPE FOUND UNLESS NOTED	P.O.B. POINT OF BEGINNING
× X CUT FOUND	P.O.R. POINT OF REFERENCE
▲ 60/D NAIL FOUND	N.T.S. NOT TO SCALE
◬ PK NAIL NAIL FOUND IN CONCRETE	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
△ CALCULATED POINT	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
○ ½" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-5050" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 17-294006-CT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 9, 2017, ISSUE DATE MARCH 20, 2017.

I. RESTRICTIVE COVENANTS: CABINET Z, SLIDE 161, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, VOLUME 961, PAGE 1, VOLUME 1034, PAGE 709; VOLUME 1189, PAGE 378; VOLUME 1340, PAGE 873; VOLUME 1340, PAGE 882; VOLUME 1344, PAGE 737; VOLUME 1344, PAGE 742; VOLUME 2700, PAGE 9 AND DOCUMENT NO. 1996044195, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO, VOLUME 952, PAGE 142 AND VOLUME 1019, PAGE 578, DOES NOT AFFECT.

10G. *THE FOLLOWING EASEMENT(S) AND/OR BUILDING LINE(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON MAP OR PLAT* RECORDED IN CABINET Z, SLIDES 161, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS:

FIFTEEN FOOT (15') PUBLIC UTILITY EASEMENT ALONG THE NORTH PROPERTY LINE, AFFECTS AS SHOWN.
UNDETERMINED WIDTH OF THE 100 YEAR FLOOD PLAIN ACROSS THE NORTHERN PORTION OF THE PROPERTY, AFFECTS AS SHOWN.

I. EASEMENT RIGHTS RESERVED IN RESTRICTIONS, RECORDED IN VOLUME 952, PAGE 142, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1199, PAGE 258, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN CABINET Z, SLIDE 161, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

K. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1199, PAGE 262, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1199, PAGE 270, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1199, PAGE 274, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1199, PAGE 278, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1304, PAGE 545, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

P. EASEMENT TO SOUTHWESTERN BELL, RECORDED IN VOLUME 1360, PAGE 953, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

Q. TERMS, CONDITIONS AND STIPULATIONS OF A DEED RECORDATION AFFIDAVIT EDWARDS AQUIFER PROTECTION PLAN RECORDED IN DOCUMENT NO. 2006060848, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

R. WATERLINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2007014856, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

S. WASTEWATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2007014857, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

T. THE TERMS, PROVISIONS, EASEMENTS, COVENANTS, RESTRICTIONS AND LIEN FOR ASSESSMENTS AS SHOWN IN RESTRICTIONS RECORDED IN VOLUME 952, PAGE 142, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, WHEN TAKEN WITH ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO, 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.

Lawrence M. Russo 10/06/2017

LAWRENCE M. RUSSO DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	0.136	5,921
CALC/DEED AREA	5.064	220,588
REMAINDER AREA	4.928	214,667

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

PARCEL PLAT SHOWING PROPERTY OF

FOREVERFORWARD, LLC

SCALE	PROJECT	COUNTY
1" = 60'	N. MAYS EXTENSION	WILLIAMSON

W9

PARCEL 8

S:\LJA\N.MAYS EXT\PARCELS\PARCEL 8 OAKMONT-CENTRE-LOT 3A\OAKMONT-CENTRE-LOT3A-REV-100317.dgn

EXHIBIT "C"

DEED

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That WILLIAMSON COUNTY, TEXAS, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in connection with the acquisition of that certain right of way parcel for construction of North Mays, 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 to FOREVERFORWARD, LLC, a Texas limited liability company, all those certain tracts or parcels 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:

[insert property description]

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

THIS CONVEYANCE OF THE PROPERTY TO SELLER IS MADE ON AN "AS IS", "WHERE IS" BASIS, "WITH ALL FAULTS." EXCEPT FOR THE SPECIAL WARRANTY OF TITLE, SELLER MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE PROPERTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATING OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, CONDITION, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO QUALITY AND SUITABILITY FOR ANY PURPOSE, PROVIDED THAT THIS DISCLAIMER SHALL NOT BE CONSTRUED AS A DISCLAIMER OF ANY SPECIAL WARRANTY OF TITLE OF THE PROPERTY.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Mr. W Fireworks, Inc. and its assigns forever; and Grantors doe hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 201__.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

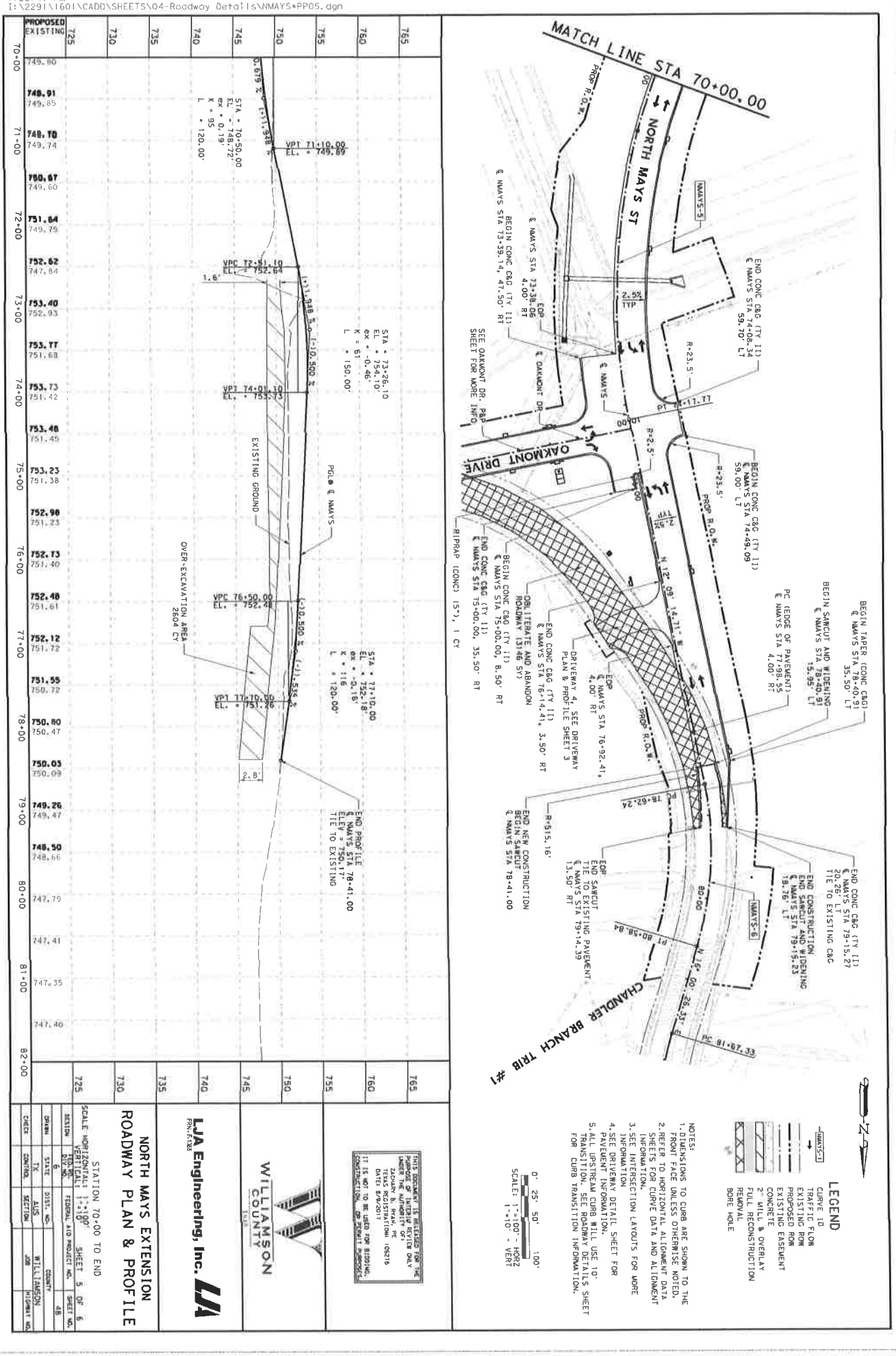
This instrument was acknowledged before me on this the ____ day of _____, 201__ by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

AFTER RECORDING RETURN TO:

8/9/2017
1:26:41 PM
I:\2291\1601\CADD\SHEETS\04-Roadway Details\NMAYS*PP05.dgn



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY UNDER THE AUTHORITY OF ZACHARY R. RYAN, PE TEXAS REGISTRATION: 108216 DATE: 8/9/2017
IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, OR PERMIT PURPOSES

LJA Engineering, Inc.
FRN-F-1388

WILLIAMSON COUNTY

NORTH MAYS EXTENSION
ROADWAY PLAN & PROFILE

STATION 70+00 TO END

SCALE HORIZONTAL: 1"=100'
VERTICAL: 1"=10'

DESIGN	DRAWN	CHECK

STATE	DIST. NO.	COUNTY
TX	AUS	WILLIAMSON

CONTROL	SECTION	JOB	HIGHWAY NO.

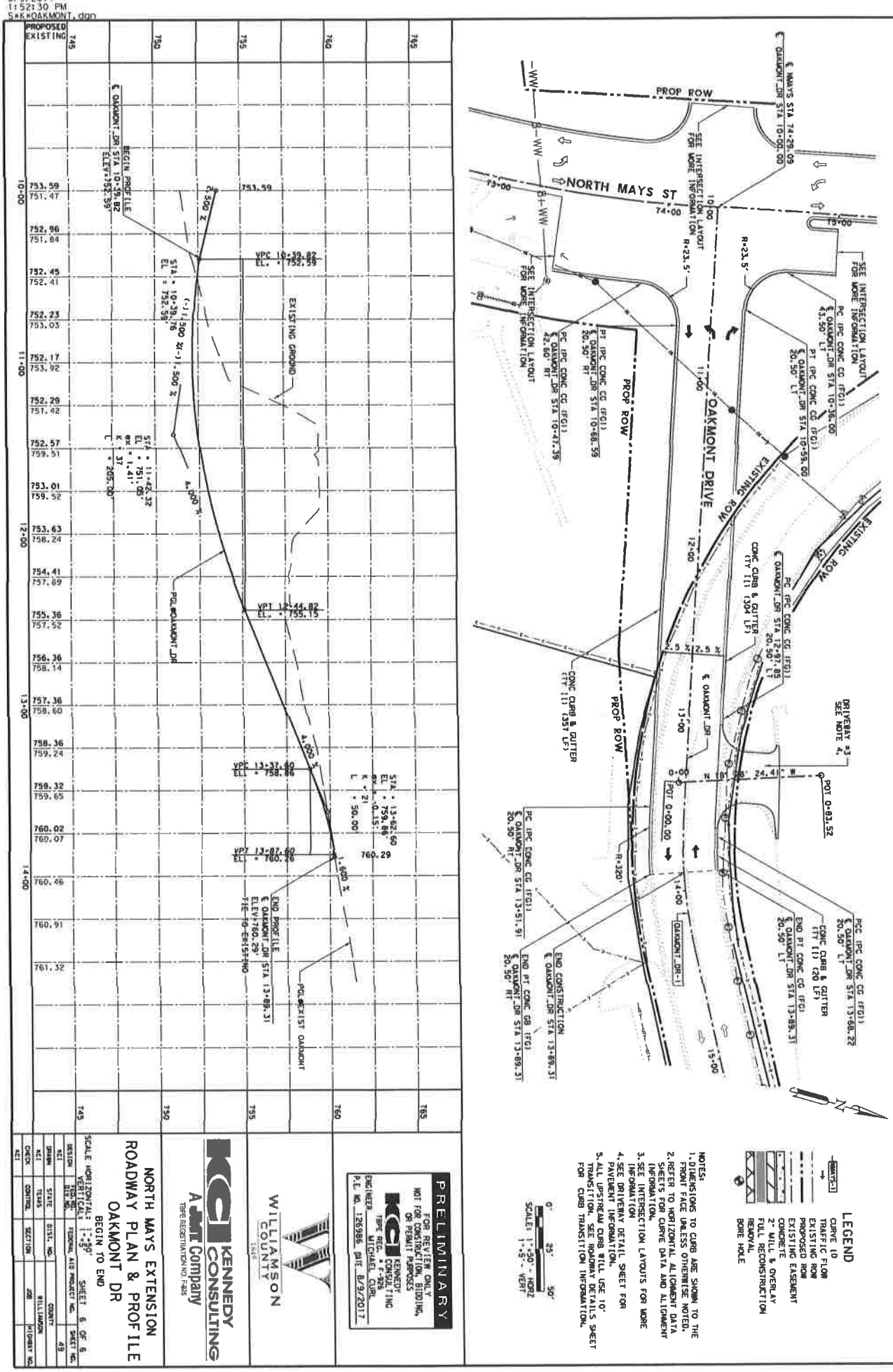
FEDERAL AID PROJECT NO.	SHEET NO.
	48

SHEET 5 OF 6

WS

100% SUBMITTAL

8/9/2017
1:52:30 PM
S:\KJ\OAKMONT.dgn



106.1 to 110.2

ITEM 106
OBLITERATING ABANDONED ROAD

106.1. Description. Obliterate designated sections of abandoned road.

106.2. Construction. Strip and windrow existing topsoil before shaping operations. Remove asphaltic pavement in accordance with applicable item. Remove material designated as salvageable in accordance with applicable items. Remove abandoned structures unless otherwise shown on the plans. Scarify and mix the abandoned roadbed with soil and blade to produce a smooth, uniform appearance. Fill, cut, and shape the designated sections of the abandoned road to blend into the surrounding terrain. Eliminate ditches except where needed to facilitate drainage. Cover disturbed areas with topsoil after shaping operations to facilitate establishment of vegetation.

106.3. Measurement. This Item will be measured by the 100-ft. station along the baseline of the abandoned roadway.

106.4. Payment. The work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Obliterating Abandoned Road." This price is full compensation for salvaging and replacing topsoil; stockpiling or disposal of materials; removal of abandoned structures; scarifying, mixing, and shaping abandoned road; furnishing and operating equipment, and labor, tools, and incidentals.

ITEM 110
EXCAVATION

110.1. Description. Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections.

110.2. Construction. Accept ownership of unsuitable or excess material and dispose of material in accordance with local, state, and federal regulations at locations outside the right of way.

Maintain drainage in the excavated area to avoid damage to the roadway section. Correct any damage to the subgrade caused by weather, at no additional cost to the Department.

Shape slopes to avoid loosening material below or outside the proposed grades. Remove and dispose of slides as directed.

WC

GRANTOR:

FOREVERFORWARD, LLC.
A Texas Limited Liability Company

By: Wendy Schneider
Its.: Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ~~WILLIAMSON~~ Comal §

This instrument was acknowledged before me on this the 4 day of Jan., 2017, by Wendy Schneider, in the capacity and for the purposes and consideration recited therein.

L GULLO JANETTE
Notary Public, State of Texas
My Comm. Exp. 06-02-2020
ID No. 13068626-6

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 **35.**

Meeting Date: 01/16/2018

Big Fish Entertainment Agreement with WCSO for County Sheriff

Submitted For: D. Hobbs **Submitted By:** Peggy Vasquez, County Attorney

Department: County Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action for approval of Access Agreement between Williamson County Sheriff's Office and Big Fish Entertainment LLC to be a part of "Almost Live" multi-part series including authority for Sheriff to sign same.

Background

Agreement with Big Fish Entertainment is to be a part of a television series entitled "Live PD". The multi-part series, Almost Live, will look at law enforcement in America as never before seen on TV. Many police departments across the country in an effort to encourage transparency and communication have instituted "Live tweeting" from patrol units to the community. Live PD will be an extension of this close to real time communication and outreach efforts. Agreement is to film, video-tape, photograph and record the WCSO personnel and the situations they encounter and/or become involved in. Each week will be broadcast "Almost Live" from patrol. The ride alongs will capture the "real-time" perspective and diversity within the department and the City. Episodes will feature pre-taped packages that will further showcase the deputies, the work, the locations and the departments. The embed commitment is for 8-12 weeks.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Big Fish

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/12/2018 07:50 AM
Form Started By: Peggy Vasquez		Started On: 01/11/2018 10:55 AM
Final Approval Date: 01/12/2018		

November 20, 2017

Williamson County Sheriff's Office
508 S. Rock St.
Georgetown, TX 78626
Attn: Sheriff Robert Chody

Re: "Live PD" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Agreement"), dated and with effect from January 16, 2018 (the "Effective Date"), between Williamson County, Texas ("County"), Williamson County Sheriff's Office ("WCSO") and Big Fish Entertainment LLC ("Producer") with respect to Producer's television series currently entitled "Live PD" as more fully described in Exhibit A attached hereto (the "Series"):

1. Term and Termination. The term of this Agreement ("Term") is the period commencing on the Effective Date and continuing through and including, July 16, 2018 (the "Initial Term"). The parties shall have the right to extend the Term until, January 16, 2019 by mutual written agreement. If any television network for which Producer is producing the Series (the "Network") desires additional options to order more Series episodes for production requiring access beyond the Initial Term, Producer, County and WCSO shall negotiate in good faith to extend the Term as required by the Network (for purposes of this Agreement any extension hereunder may collectively be referred to as the "Extended Term"). The WCSO may immediately terminate this Agreement, with or without cause, upon thirty days (30) written notice to Producer.

2. Access. During the Initial Term and any Extended Term WCSO grants to Producer and its production personnel permission to enter upon and film at WCSO's offices, facilities and vehicles utilized by and/or in connection with WCSO (including, but not limited to, stations or precincts (or the equivalent), jail facilities, offices, patrol cars or other vehicles) (collectively, "WCSO Property") in addition to permission to accompany WCSO officers or other personnel (collectively "WCSO Personnel") during the course of their duties or otherwise (subject to the advance limitation and/or restrictions imposed by WCSO as necessary for the safety and security of the WCSO Personnel, WCSO Property and/or any other persons or property) for the purpose of filming, videotaping, photographing and otherwise recording the WCSO Personnel and the situations they encounter and/or become involved in, and all or any part of the exterior and interior and contents of WCSO Property, including names, signs and identifying insignia of WCSO in connection with production of the Series, related series, or derivative work and the marketing, promotion and publicity thereof. WCSO reserves the right to restrict access to some areas of WCSO Property or require Producer to be accompanied by WCSO Personnel in certain designated areas. Producer shall have the right to make such use of WCSO Property as may reasonably be required, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on WCSO Property, and Producer agrees to remove same after completion of work and leave WCSO Property in substantially the same condition as when Producer entered upon WCSO Property, reasonable wear and tear excepted. WCSO further agrees that Producer shall be entitled to return to WCSO Property thereafter at a mutually acceptable date and time, if and as required for still photography or other activity required in connection with the production, promotion or other exploitation of the Series.

3. Agreement. County and WCSO licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise film WCSO Personnel and WCSO Property and all WCSO

Personnel and WCSO Property names, voice, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other materials to which Producer is afforded access hereunder in and in connection with the development, production, exhibition, exploitation, and promotion of the Series, related series or derivative work (e.g., *Police Patrol*), and the marketing, promotion, and publicity thereof and/or otherwise, in all forms of media, now known or hereinafter invented, throughout the world an unlimited number of times in perpetuity. WCSO Personnel and WCSO Property shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of the WCSO Personnel and WCSO Property that would be defamatory to County, WCSO Personnel and WCSO Property; provided that the foregoing shall not apply to statements made by third parties (e.g., statements by suspects and/or anyone else who may come in contact with the WCSO Personnel or WSCO Property). In the event Producer should use WCSO Personnel and WCSO Property for such purposes (subject to the aforementioned exception for third party statements), such use shall be deemed a material breach of this Agreement and County may immediately terminate this Agreement and avail itself of any remedies allowed at law or in equity.

4. Exclusivity. Until the expiration of the one (1) year period commencing upon the end of the Initial Term or Extended Term: (a) the rights of access and license granted by WCSO pursuant to paragraphs 2 and 3 above, respectively, shall be exclusive to Producer with respect to "Live" or "Almost Live" long-form programming produced for exhibition by means of television, the Internet and/or any other audio-visual media (whether now known or hereafter invented), excluding news programming and programming covering the activities of WCSO produced for exhibition on WCSO's website (collectively, "Permitted Programming"): and (b) WCSO shall not authorize anyone (other than Producer) to develop and/or produce programming of a similar format or concept that depicts the activities of WCSO in any audio-visual media, except for Permitted Programming.

5. Safety / Security Review and Consultation Rights. Producer will provide WCSO with twenty-four (24) hours to review and comment on any pre-recorded segments of the Series featuring WCSO Property or WCSO Personnel for the purpose of identifying any safety or security risks by WCSO (e.g. recognition of a confidential informant, undercover officer, etc). If no comments are received by Producer following such twenty-four (24) hour period, the segments will be deemed reviewed by WCSO. Producer shall provide a WCSO representative (the "Representative") with the right to be in the local control room for the Series or on the ground with Producer's crew during Producer's filming with the WCSO to review material being captured and distributed in connection with the Series. In both instances, WCSO shall have the right to review the content for factual accuracy, security and/or safety concerns, and WCSO classified information, provided that it is understood that Producer and Network shall make the final decision regarding the creative content of the Series and each episode thereof (including without limitation themes, featured events, story line, timeline, sequence of events, etc.).

6. Ownership. All film, videotape, still photographs and other visual and/or audio recordings or representations (e.g., studios sets or designs) of WCSO Property or WCSO Personnel created by or with the authorization of Producer are collectively referred to herein as the "Material". Producer shall be the sole and exclusive owner of the Material with the right for the full period of copyright, including all extensions and renewals thereof, and thereafter in perpetuity, throughout the universe, to use and re-use, an unlimited number of times, all or any part of the Material for the purpose of making and producing television programs and other works, and advertising, publicizing and exploiting the same, by all means and in all media, whether now known or hereafter devised, and to authorize others so to do. Except as may otherwise be set out herein, neither WCSO, nor any employee of WCSO, nor any other party now or hereafter having an interest in WCSO Property or Personnel, shall have any right of action against Producer or any other party arising out of any use of said Material. Neither the expiration of this Agreement in its normal course nor its sooner termination for any reason shall affect the ownership by Producer of the Material. Producer may not commercially exploit the Materials for any purpose other than as provided for herein, without WCSO's prior written approval. Notwithstanding anything to the contrary contained herein, Producer agrees that all raw (e.g., unaired) footage of the Material ("Raw Footage") shall be destroyed by Producer no later than thirty (30) days after the Raw Footage is captured, except to the extent Producer required to retainthe Raw Footage pursuant to a valid court order or other state or federal laws.

7. Credit. WCSO acknowledges that any credits or other identification of WCSO that Producer may furnish in connection with the Series or otherwise shall be at Producer's sole discretion. Notwithstanding the foregoing, Producer agrees to accord WCSO an on-screen credit in substantially the form "Special Thanks to Williamson County Sheriff's Office" in accordance with the Network's then-current credit policies, for all Series episodes in which WCSO personnel and activities are depicted. Producer shall determine the size, position, manner of presentation and all other matters with respect to such credit in its sole discretion. No casual or inadvertent failure by Producer, nor any failure by any third party, to accord such credit shall be deemed a breach of this Agreement by Producer.

8. No Obligation to Proceed. WCSO acknowledges and agrees that Producer is not obligated to actually use WCSO Property or produce the Series or include the Material in the episode of the Series for which it was prepared or otherwise exercise any or all of Producer's rights hereunder.

9. No partnership. It is expressly understood and agreed that the parties do not by this Agreement intend to form an employment relationship or agency relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, agency relationship, partnership or joint venture. Producer shall have the exclusive right to control the details of its operations and activities and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees and representatives. WCSO and WCSO Personnel shall at all times continue to independently conduct their operations and activities as they customarily operate, without regard to any other creative or logistical demands placed upon them by, or as a result of, the filming and production of the Series.

10. Insurance. Producer shall carry the following insurance coverage with a company that is licensed to do business in Texas:

10.1.1. Commercial General Liability
a. Combined limit of not less than $2,000,000 per occurrence; $4million aggregate or
b. Combined limit of not less than $1,000,000 per occurrence; $2,000,000 aggregate and Umbrella Coverage in the amount of $4,000,000. Umbrella policy shall contain a follow-form provision and shall include coverage for personal and advertising injury.
c. Defense costs shall be outside the limits of liability.

10.1.2. Automobile Liability Insurance covering any vehicle used by Producer under this Agreement, including owned, non-owned, or hired vehicles, with a combined limit of not less than $1,000,000 per occurrence.

10.1.3. Statutory Workers' Compensation and Employers' Liability Insurance requirements per the amount required by statute.

10.2. General Insurance Requirements:

10.2.1. All applicable policies shall name "Williamson County, Texas" as an additional insured thereon, as its interests may appear. The term "Williamson County, Texas" shall include its employees, officers, officials, agents, and volunteers.

10.2.2. A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage shall be provided to the County. Ten (10) days' notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the Williamson County Judge, 710 Main Street, Suite 101, Georgetown, Texas 78626.

10.2.3. Certificates of Insurance evidencing that the Producer has obtained all required insurance shall be delivered to and approved by the Williamson County Sheriff prior to execution of this Agreement.

10.2.4. Any deductible will be the sole responsibility of the Producer and may not exceed $50,000 without the written approval of the County. Coverage shall be claims-made, with a retroactive or prior acts date that is on or before the effective date of this Agreement. Coverage shall be maintained for the duration of the contractual agreement and for one (1) year following completion or termination of this Agreement.

11. Indemnification and Assumption of Risk.

11.1. PRODUCER HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY OF ANY KIND, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF PRODUCER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, PRODUCERS OR INVITEES, REGARDLESS OF THE CAUSE.

DURING THE INITIAL TERM OR ANY EXTENDED TERM OF THIS AGREEMENT, PRODUCER COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, WCSO, THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF PRODUCER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, PRODUCERS OR INVITEES, REGARDLESS OF THE CAUSE.

11.2. Producer, in using the WCSO Property and other equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. County shall not be liable for any damages to property or damages arising from personal injuries sustained by Producer or any of its agents, contractors, employees, patrons, Producers, invitees, performers or guests, while in, on or about the WCSO Property, including buildings, parking area walkways of the WCSO Property or that occur during activities conducted under this Agreement. Producer assumes full responsibility for any property damage or injury which may occur to Producer, its agents, contractors, employees, patrons, Producers, invitees, performers or guests which occur in, on or about the WCSO Property or that occur during activities conducted under this Agreement.

11.3. Producer acknowledges that County lacks legal authority to grant permission for the use of the names or likenesses of third-party individuals (i.e., non-county employees and/or contractors) who might appear in the Producer's Series. Producer shall be solely and exclusively responsible and liable with respect to obtaining any filming and photography releases required with respect to such third-party persons and third-party property. **PRODUCER AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY THIRD-PARTY CLAIMS RELATING TO THE UNAUTHORIZED USE, FILMING, TAPING, RECORDING, OR PHOTOGRAPHING OF ANY INDIVIDUAL OR THIRD-PARTY PROPERTY.**

11.4. IT IS FURTHER AGREED THAT PRODUCER SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COUNTY FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, ACTIONS, OR EXPENSES OF EVERY TYPE AND DESCRIPTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE OUTSIDE ATTORNEY'S FEES, TO WHICH COUNTY MAY BE SUBJECTED ARISING OUT OF OR RELATED TO PRODUCER'S USE OF ANY THIRD-PARTY INTELLECTUAL PROPERTY BY REASON OF AN ALLEGED OR ACTUAL INTELLECTUAL PROPERTY VIOLATION. COUNTY EXPRESSLY ASSUMES NO OBLIGATION TO REVIEW OR OBTAIN APPROPRIATE LICENSING, AND ALL SUCH LICENSING SHALL BE THE EXCLUSIVE OBLIGATION OF PRODUCER.

12. Governing Law and Venue. This Agreement and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the substantive laws of the State of Texas, without regard to the conflict of law provisions thereof. Venue for any action or suit arising under or relative to this Agreement or brought to interpret or enforce this Agreement shall lie exclusively in the appropriate state or

federal court situated in Williamson County, Texas and the parties submit to the in personam jurisdiction thereof and waive any objections they may have as to jurisdiction or venue in any such courts.

13. Compliance with Laws, Ordinances, Rules and Regulations. Producer covenants and agrees that it shall not engage in any unlawful activities or unlawful use of the WCSO Property. Producer further agrees that it shall not permit its officers, agents, servants, employees, contractors, subcontractors, patrons, producers or invitees to engage in any unlawful conduct or use of the WCSO Property. Unlawful activities or unlawful use of the WCSO Property by Producer itself shall constitute a breach, and this Agreement shall immediately terminate.

    Producer agrees to comply with all federal, state and local laws; all ordinances, rules and regulations of County and WCSO; and all rules and regulations adopted by the County and WCSO pertaining to the WCSO Property and WCSO Personnel of which WCSO and/or County shall make Producer aware of in advance. If County or WCSO notifies Producer or any of its officers, agents, employees, contractors, subcontractors, Producers or invitees of any violation of such laws, ordinances, rules or regulations, Producer shall immediately desist from and correct the violation. In the event Producer fails to do so, County or WCSO may immediately terminate this Agreement.

14. Notice. Any notices or communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service and mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to:

    If to WCSO:

    Williamson County Sheriff's Office
    508 S. Rock St.
    Georgetown, TX 78626
    Attn: Sheriff Robert Chody

    With a courtesy copy to:

    Williamson County Judge
    710 Main Street, Suite 101
    Georgetown, Texas 78626

    If to Producer:

    Big Fish Entertainment, LLC
    Attention: Daniel Cesareo
    1411 Broadway, 16th Floor
    New York, NY 10018

    With a courtesy copy to:

    Del Shaw Moonves Tanaka Finkelstein & Lezcano
    2029 Century Park East, Suite 1750
    Los Angeles, CA 90067
    Attn: Ethan J. Cohan, Esq. and Todd J. Weinstein, Esq.

15. Miscellaneous. Each of the individuals signing this Agreement below represents that such individual is empowered to execute this Agreement on behalf of the party for which such individual is acting. Producer may assign its rights under this Agreement in whole or in part to any person, firm, or corporation related to the production, distribution or exploitation of the Series. WCSO shall not be permitted to assign or delegate any of

rights or obligations under this Agreement. Except if required by law, WCSO shall at all times keep the terms of this Agreement confidential. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any executed counterpart sent by facsimile or transmitted electronically in Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. In the event that any provision hereof shall be deemed invalid or unenforceable due to any law, said provision shall be modified to the minimum extent necessary to effect compliance with such law, and in any event such invalidity or unenforceability shall have no effect upon the remaining terms and condition hereof. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein, supersedes and replaces all prior understandings and agreements concerning such subject matter, whether written or oral, and cannot be modified except in writing signed by the parties.

If the foregoing complies with your understanding of our agreement, please so signify by countersigning this letter where indicated below.

Very truly yours,

BIG FISH ENTERTAINMENT LLC

By: _____
Daniel Cesareo, its Managing Member

ACKNOWLEDGED AND AGREED:

WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____
Sheriff Robert Chody,
Williamson County Sheriff

Date: _____ ____, 2018

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis,
Williamson County Judge

Date: _____ ____, 2018

Exhibit A

Series Concept

Big Fish Entertainment LLC ("Producer") proposes an "Almost Live" multi-part series that embeds in several cities across the country following several officers in each location for the duration of the series. It's an unprecedented "Almost Live" look at law enforcement in America as never before seen on television. "The appearance of" no editing, and the feeling as if content is coming straight from the street to living rooms across America. We'll embed in several cities across the country following several officers in each city across the 8-12 week run.

In Williamson County, Texas, we propose embedding with Williamson County Sheriff's Office ("WCSO") on "Ride Alongs" to capture the "real-time" perspective and diversity within the department and the County of Williamson. The story will be told through the "Almost Live" experiences on patrol. In Addition to the "Almost Live" content, episodes will feature pre-taped packages that will further showcase the officers, the work, the locations and the departments.

Almost Live

The cell phone has turned every bystander into a citizen journalist. The Internet is littered with hundreds of thousands of dashboard cams. Many Police Departments across the country in an effort to encourage transparency and communication have instituted "live tweeting" from patrol units to the community. "Live PD" will be an extension of this close to real-time communications and outreach effort. Each week we will broadcast "almost live" from patrol.

While the concept as a television series is new, several members of the Big Fish production team have worked on various law enforcement, emergency services and military focused programs and we are intimately familiar with the legal and ethical concerns and will work closely to ensure all guidelines are met.

Safety and Legal Precautions

The "Almost Live" aspect will be on a 10-25 minute time delay. This delay will allow us to eliminate or blur sensitive material and address any legal concerns prior to broadcast. A WCSO department representative will have access to the broadcast control room on location to ensure the standards of content and safety protocols on behalf of the officers, the department, and the County.

Network

A&E, home to "First 48" and "Scared Straight, is currently the broadcast partner for the project.

Timeline

Producer proposes to begin production in January 16, 2018. The embed commitment is for 8-12 weeks. "Almost Live" filming will be a commitment of 2-3 hours a week with a commitment of 1-2 additional shifts outside of the "almost live" taping.

Film Crews

Each crew will generally consist of two-three members: one camera operator, one audio person and one producer (only when necessary). The crew will have extensive experience working with Police and be

certified in field and safety procedures in the field. As always they will follow the direction of their assigned law enforcement. Safety of the officers and film crew are paramount. At no time will safety be secondary to filming. Officers will control environment at all times and be able to stop filming at their discretion.

Access to Locations

The primary locations for the series shall include public streets, WCSO headquarters, WCSO precincts, WCSO locker-rooms, local jails, detective and similar offices and patrol cars. Producer will be responsible for obtaining permission to shoot on any private property.

Access to the Williamson County Sheriff's Office

Producer requires access to one small area within the WCSO facilities to stage its operations, re-charge batteries, and undertake other production-related activities. Producer will be responsible for security of its equipment. Producer will need parking for two vehicles at the police station or at a parking lot adjacent to the WCSO facilities.

Access to Key Characters

The proposed main characters in the series would include 3 to 5 key officers involved in the WCSO. Coverage of officers would be simultaneous at times, but may also rotate periodically. The privacy of all officers will be respected and strictly enforced.

Activities

Producer filming may include, without limitation, any and/or all of the following activities:

- Investigations
- Operations
- Day-to-day police station meetings, shift changes, etc.
- Officers preparing for their shifts
- Any assignment process
- Day time patrol car ride along
- Night time patrol ride along
- Regular Interviews with key officers of the police station
- Activity at the police station
- Jail operations when appropriate, and as allowed by the individual county who operates the jail.

All access will be controlled by the WCSO's Public Information Officer as well as the specific officers involved. Producer will provide a liaison with the WCSO to maintain communication and updates at all times concerning the activities and whereabouts of the production crew. Producer will work with WCSO members to develop strict protocols in regards to the parameters of filming. The Series will not reveal any confidential investigative tactics that WCSO instructs Producer not to release as public information.

Commissioners Court - Regular Session **36.**

Meeting Date: 01/16/2018

Solid Waste

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve a Clarifying Order Relating to an Order Regulating Solid Waste in the unincorporated areas of Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Clarifying Order RE Solid Waste Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 11:21 AM
Form Started By: Hal Hawes		Started On: 01/11/2018 11:07 AM
Final Approval Date: 01/11/2018		

ORDER OF WILLIAMSON COUNTY COMMISSIONERS COURT

AN ORDER CLARIFYING THE COMMISSIONERS COURT ORDER DATES JULY 21, 2015, REGARDING THE REGULATION OF SOLID WASTE DISPOSAL IN UNINCORPORATED AREAS IN WILLIAMSON COUNTY WHERE MUNICIPAL OR SOLID WASTE DISPOSAL IS NOT PROHIBITED; PROVIDING FOR SEVERABILTIY; AND ESTABLISHING AN EFFECTIVE DATE.

Whereas, the Commissioners Court of Williamson County, Texas ("Commissioners Court") has the authority to act to protect the health, safety, and welfare of its citizens and the public at large; and

Whereas, after conducting a public hearing during a duly called session of the Williamson County Commissioners Court on July 21, 2015, the Commissioners Court approved an order to regulate solid waste disposal in unincorporated areas in Williamson County where municipal or solid waste disposal is not prohibited;

Whereas, the Commissioners Court finds it necessary to clarify its meaning of the term "disposal."

NOW, THEREFORE, BE IT ORDERED AND ADOPTED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

SECTION 1. Findings. The recitals above are hereby found to be true and correct and are hereby adopted by the Commissioners Court and made part hereof for all purposes as finding of fact.

SECTION 2. Definitions. Section 1 of the Commissioners Court Order dated July 21, 2015, regulating the solid waste disposal in unincorporated areas in Williamson County where municipal or solid waste disposal is not prohibited is clarified as follows:

A. "Disposal" includes the definition as defined in said order and includes, but is not limited to the following activities: the extraction of materials, transfer, volume reduction, conversion of energy, processing, or other separation and preparation of solid waste for reuse or disposal, including the treatment or neutralization of waste, designed to change the physical, chemical, or biological character or composition of any waste to neutralize water, or to recover energy or material from the waste, or render the waste safer to transport, store, dispose of, or make it amendable for recovery, amendable for storage, or reduced in volume.

B. All other provisions of the Commissioners Court Order dated July 21, 2015, regulating the solid waste disposal in unincorporated areas in Williamson County where municipal or solid waste disposal is not prohibited remain in full force and effect.

SECTION 3. Severability. If any portion of this Order is deemed to be in violation of the statutes or the constitution of this State or the United States by a court of competent jurisdiction, said portion shall be severed, and the remaining portions of the Order shall remain in full force and effect.

SECTION 4. Effective Date. This Order takes effect at 12:00 p.m. on the day it is adopted by the majority vote of the Williamson County Commissioners Court during a properly held meeting.

ORDERED ON THIS _____ DAY OF JANUARY, 2018.

_____
Hon. Don Gattis
Williamson County Judge

_____
Hon. Terry Cook
Commissioner, Precinct 1

_____
Hon. Valerie Covey
Commissioner, Precinct 3

_____
Hon. Cynthia Long
Commissioner, Precinct 2

_____
Hon. Larry Madsen
Commissioner, Precinct 4

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT REGULATING SOLID WASTE DISPOSAL PURSUANT TO TEX. HEALTH & SAFETY CODE §§ 363.112 & 364.012 EFFECTIVE JULY 21, 2015, AS AMMENDED

AN ORDER PROVIDING FOR REGULATION OF SOLID WASTE DISPOSAL IN UNINCORPORATED AREAS OF WILLIAMSON COUNTY, TEXAS AND DESIGNATING AREAS IN WILLIAMSON COUNTY, TEXAS WHERE MUNICIPAL OR SOLID WASTE DISPOSAL IS NOT PROHIBITED.

WHEREAS, the Commissioners Court of Williamson County, Texas, ("Commissioners Court") has the authority to act to protect the Health, Safety, and Welfare of its Citizens and the public at large;

WHEREAS, a majority of the Commissioners Court has determined that the resources of the County are best served by, and the Health, Safety, and Welfare of the citizens of Williamson County and the public at large will be best protected by, designating the areas set forth below as areas in which municipal or solid waste disposal will not be permitted;

WHEREAS , public notice of this Order was published for two consecutive weeks in a newspaper(s) of general circulation, and a public hearing was held where all interested citizens of Williamson County were permitted to speak; and

WHEREAS, this Order complies with Texas Health and Safety Code Sections 363.112 and 364.012;

NOW, IT IS THEREFORE ORDERED AND ADOPTED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

SECTION 1. DEFINITIONS

A. "Disposal" means the discharging, depositing, injecting, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether containerized or

uncontainerized, into or on land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.

B. "Solid waste" means garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, and mining operations and from community and institutional activities.

SECTION 2. AUTHORITY

A county may prohibit the disposal of municipal or industrial solid waste in the county if the disposal of the municipal or industrial solid waste is a threat to the public health, safety, and welfare. **Tex. Health & Safety Code §§ 363.112 & 364.012.**

SECTION 3. APPLICABILITY

This Order does not apply to:

A. Areas inside the corporate limits of any municipality;

B. Areas for which a pending application for a solid waste permit or other solid waste authorization under Chapter 361, Texas Health & Safety Code, has been filed with and declared administratively complete by the Texas Commission on Environmental Quality or its predecessor agency;

C. Areas for which a solid waste permit or other solid waste authorization under Chapter 361, Texas Health & Safety Code, has been issued by the Texas Commission on Environmental Quality or any of its predecessor or successor agencies provided that the permit or other authorization is effective and valid on the effective date of this Order;

D. Areas that do not require a permit for the collection, handling, storage, processing, and disposal of industrial solid waste that is disposed of within the boundaries of a tract of land that is: (1) owned or otherwise effectively controlled by the owners or operators of the particular industrial plant, manufacturing plant, or mining operation from which the waste

results of is produced; and (2) located within 50 miles from the plant or operation that is the source of the industrial solid waste. **Texas Health & Safety Code § 361.090**; or

E. Any municipal or solid waste disposal facility owned and/or operated by any unit of local government (*i.e.*, County, City, Town, or Municipality) within Williamson County. Any such municipal or solid waste facilities are not included in the designations of areas where disposal of municipal or solid waste is not prohibited.

SECTION 4. GENERAL PROVISION AND FINDINGS

WHEREAS, the Williamson County Commissioners Court has both the responsibility and the authority to protect the health, safety and welfare of the citizens of Williamson County, Texas and their property interest;

WHEREAS, the disposal of solid waste is an activity that has high potential to negatively impact the health, safety and welfare of any community; and

WHEREAS, the Commissioners Court believes and hereby finds that disposal of solid waste in the unincorporated areas of the county that do not already have a landfill would constitute an unacceptable risk and threat to the public health, safety and welfare for the reasons and findings stated below, among many others, to wit:

The Court finds that the disposal of solid waste in general may negatively influence property values;

The Court finds the use of all present technology and science with regard to the location, installation, operation and maintenance of municipal, industrial and hazardous solid waste disposal sites, cannot guarantee or ensure that such sites will not contaminate, spoil and pollute areas surrounding and distant to said disposal sites;

The Court finds that if the substances contained within disposed solid waste escape into the air or waterways, including subsurface waterways, significant threats to the public health, safety, and welfare will exist;

The Court finds that the nature of the soils of Williamson County is such that it would allow migration of waste and hazardous material to the contamination of groundwater, which many citizens rely on for drinking water;

The Court finds that wildlife may present a likelihood of contamination of surrounding lands and groundwater;

The Court finds that the traffic associated with the disposal of solid waste, which involves receiving and dispatching a large number of heavy trucks hauling waste, constitutes a hazard to the public health and a threat to the public roads;

The Court finds that waste streams that can be received in municipal and non-hazardous industrial waste facilities include chemicals that are toxic, corrosive, flammable and explosive, and that such substances present a threat to the public health, safety and welfare;

The Court finds that the prohibition of solid waste disposal as provided in this order is necessary to prevent a grave and immediate threat to life and property; and

The Court finds that such a prohibition is a necessary response to a real and substantial threat to public health and safety, that such a prohibition will significantly advance the health and safety of the public and that the prohibition does not impose a greater burden than necessary to protect the public health and safety under the circumstances;

SECTION 5. DISPOSAL OF SOLID WASTE PROHIBITED

IT IS ORDAINED AND ORDERED that the disposal of municipal solid waste and industrial solid waste is **PROHIBITED** within all unincorporated areas of Williamson County, Texas, unless an area is specifically designated as an area where municipal or solid waste disposal is not prohibited as set forth in Section 3 ("Applicability").

SECTION 6. CIVIL REMEDIES AND PENALTIES

A. Any violation of this Order is subject to a civil penalty of $500.00 for each violation. Such penalty to be forfeited to Williamson County, Texas. Each day that a violation continues constitutes a separate ground for recovery.

B. The Commissioners Court of Williamson County, Texas may bring a legal action to enjoin violations of this Order and seek judgment for any civil penalties.

SECTION 7. CRIMINAL PENALTIES

A. Disposal of solid waste in violation of this Order constitutes a class C misdemeanor punishable by a fine not to exceed $500.00.

B. Each day that a violation continues constitutes a separate offense under this Order.

SECTION 8. SEVERABILITY

If any portion of this Order is deemed to be in violation of the statutes or the constitution of this state or the United States by a court of competent jurisdiction, said portion shall be severed, and the remaining portions of the Order shall remain in full force and effect.

SECTION 9. EFFECTIVE DATE

This order takes effect at 12:00 p.m. on the day it is adopted by a majority vote of the Williamson County Commissioners Court during a properly held meeting.

ORDERED ON THIS 21st Day of July, 2015.

Hon. Dan Gattis
Williamson County Judge

Hon. Lisa Birkman
Commissioner, Precinct 1

Hon. Valerie Covey
Commissioner, Precinct 3

Hon. Cynthia Long
Commissioner, Precinct 2

Hon. Ron Morrison
Commissioner, Precinct 4

Commissioners Court - Regular Session **37.**

Meeting Date: 01/16/2018

ILA Hutto TIRZ

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve an Interlocal Agreement Regarding Tax Increment Financing between Williamson County and the City of Hutto, which sets forth the terms and conditions of Williamson County's participation in the Hutto Reinvestment Zone Number One; as well as take any appropriate action to appoint two members to serve on the Hutto Reinvestment Zone Number One's Board of Directors on behalf of Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TIF ILA Hutto TIRZ

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 01:16 PM
Form Started By: Hal Hawes		Started On: 01/11/2018 11:38 AM
Final Approval Date: 01/11/2018		

INTERLOCAL AGREEMENT REGARDING TAX INCREMENT FINANCING

THIS INTERLOCAL AGREEMENT REGARDING TAX INCREMENT FINANCING ("Agreement") is made and entered into effective this ____ day of _____, 20___ ("Effective Date"), by and between WILLIAMSON COUNTY (the "County"), a political subdivision of the State of Texas, the CITY OF HUTTO, (the "City"), a municipal corporation and home-rule city of the State of Texas, and the HUTTO REINVESTMENT ZONE NUMBER ONE, City of Hutto, Texas (the "Zone" or "TIF"), a reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors (collectively, the "Parties"). This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code.

WHEREAS, the City has created the Zone pursuant to Chapter 311, of the Texas Tax Code, entitled the Tax Increment Financing Act (the "Act"); and

WHEREAS, Section 311.013(f) of the Act provides that the County may enter into an agreement with the governing body which created the Zone to participate in the payments of tax increments for certain project costs as agreed upon by the County and said governing body; and

WHEREAS, said agreement may include conditions for payment of that tax increment into a tax increment fund and must specify the portion of said tax increment to be paid into said fund, along with the term of said payments; and

WHEREAS, as a condition to participating in the Zone, the County has requested that certain real property owned by the City be conveyed to the County and the City has requested that certain real property owned by the County be conveyed to the City, as more fully provided herein; and

WHEREAS, the City and the County desire to enter into this agreement regarding the County's participation in the Zone;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

"Agreement" means this Interlocal Agreement between the City, the County and the Zone.

"Captured Appraised Value" means the captured appraised value of the Zone, as defined by Chapter 311.012(b), Texas Tax Code.

"City" means the City of Hutto, Texas.

"County" means Williamson County, Texas.

"County TIF Funded Projects" means the specific portion of the Project that will be first constructed using bond or other financed funds to be repaid using TIF and other funds, as indicated and described in the Zone Project Plan.

"County Tax Increment Participation" means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Zone pursuant to Subsections A and B of Section III of the Agreement.

"Debt Service Tax Rate" means that portion of the tax rate that is levied for payment of debt service.

"Project" means the acquisition and development and/or redevelopment in the area consisting of the construction, renovation and improvement of City and County land in accordance with the project described in the Zone Project Plan.

"Road & Bridge Tax Rate" means the tax rate the County levies under Article VIII, Sec. 1a and Article VIII, Sec. 9, Texas Constitution.

"Tax Increment Fund" (also, "TIF") means that fund created by the City pursuant to Section 311.014 of the Act and Section 5 of City Ordinance No. 0-18-01-04-12A, which will be maintained by the City as a separate and individual interest-bearing account into which all revenues of the Zone will be deposited, including (i) deposits of tax increment by the City and by other participating taxing units with jurisdiction over real property in the Zone, including the County, and (ii) all accrued interest earned on the cash balance of the fund.

"Zone" means Reinvestment Zone Number One, City of Hutto, Texas, created by the City on January 4, 2018, by Ordinance No. 0-18-01-04-12A20, a true and correct copy of said ordinance is attached to the Agreement as Exhibit "1", which is incorporated herein by reference for all purposes.

"Zone Project Plan" means the project plan for the entire Zone and such amendments and revisions to such plan as may be adopted by a majority of the members of the board of directors of the Zone and approved by both the City Council of the City and the Commissioners Court of the County.

"Zone Finance Plan" means the reinvestment zone financing plan for the entire Zone and such amendments and revisions to such plan as may be adopted by a majority of the members of the board of directors of the Zone and approved by both the City Council of the City and the Commissioners Court of the County.

Otherwise, the terms used herein have the meanings ascribed to them in Chapter 311, Texas Tax Code.

II. BACKGROUND

On January 4, 2018, the City created the Zone by adoption of City Ordinance No. 0-18-01-04-12A, for the purposes of development and/or redevelopment of the property within the Zone pursuant to the Zone Project Plan. The City has agreed to participate in the Zone by contributing tax increments produced in the Zone to the Tax Increment Fund based on a contribution of **fifty percent (50%)** of its tax rate on real property beginning on the Effective Date of this Agreement and ending when TIF related debt is repaid.

The County desires to participate in the Zone in consideration for the agreements set forth below. The parties now desire to enter into an Interlocal Agreement pursuant to Section 311.013(f) of the Texas Tax Code.

III. OBLIGATIONS OF COUNTY

A. Tax Increment Participation

For and in consideration of the agreement of the parties set forth herein, and subject to the remaining subsections of this section, the participation of the County shall be (1.) for a maximum term of **twenty (20) years** beginning on the Effective Date of this Agreement; or (2.) until the County Tax Increment Participation contribution to the TIF Fund reaches **$5,500,000.00**; or (3.) upon a condition set out herein, or (4.) at such other date as the Zone may be terminated by operation of law, **whichever event occurs earlier**. During such period of this Agreement, the County agrees to participate in the Zone by contributing the percentage of its tax rate (the "Participation Percentage") as set forth below (not including the County's Road & Bridge Tax Rate or Debt Service Tax Rate) on real property on the tax increment attributed to the Captured Appraised Value in the Zone attributable to the County, subject to the limitations set forth herein; provided, however, any County or City Roll Back Taxes shall not be paid into the TIF Fund and

shall remain with the County. In no event shall the County Tax Increment Participation contribution to the TIF Fund exceed a total of **$5,500,000.00**. Upon reaching the total County Tax Increment Participation contribution of **$5,500,000.00** prior to the expiration of this Agreement's maximum term of **twenty (20) years**, as set forth above, the participation of the County in this Agreement shall terminate unless the County by official action of the Commissioners Court and the City by action of the City Council agrees in writing to extend this Agreement. The County's Participation Percentage shall be **fifty percent (50%)**.

B. County Tax Increment Limitation

The County is not obligated to pay the County Tax Increment Participation from any source other than taxes collected on the Captured Appraised Value, not including taxes collected resulting from the Road & Bridge Tax Rate or the Debt Service Tax Rate. Furthermore, the County has no duty or obligation to pay the County Tax Increment Participation from any other County taxes or revenues, or until the County Tax Increment Participation in the Zone is actually collected. The obligation to pay the County Tax Increment Participation accrues as the County collects taxes representing the County Tax Increment Participation, and payment shall first be due **thirty (30) days** after February 1 of each year when any eligible taxes from the Zone are collected and thereafter yearly, thirty (30) days after February 1. No interest or penalty will be charged to the County for any late payment received from the County; provided, however, the penalty and interest received by the County on any delinquent taxes from the County Tax Increment Participation shall be paid to the Tax Increment Fund less any collection fees and expenses. Any portion of the taxes representing the County Tax Increment Participation that are paid to the County and subsequently refunded to the tax payer pursuant to the provision of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund.

C. Expansion of the Zone

The obligation of the County to participate in the Zone is limited to the area described in the Zone as of the Effective Date of this Agreement, as set out in the attached Exhibit "1". The County's participation does not extend to the tax increment on any expansion of the boundaries of the Zone or on any other project(s) added to the Zone unless the County specifically agrees in writing to participate in the additional area or in the additional project(s).

D. Board of Directors

Notwithstanding anything to the contrary in the City's ordinance creating the Zone, pursuant to the provisions of Sections 311.009(a), Texas Tax Code, the County shall have the unequivocal right to appoint and, thereafter, at all times, maintain two (2) members on the five-member Board of Directors of the Zone. The size of the Board of Directors of the Zone as specified in the City's ordinance creating the five-member Board in accordance with this Agreement shall not be changed or increased unless the County specifically agrees to the change. The Parties agree that the County's right to appoint **forty percent (40%)** of the members of the board of directors shall be preserved if the board is enlarged. Failure of the County to appoint persons to the Board of Directors of the Zone by February 1, 2018 shall not be deemed a waiver of the County's right to make an appointment at a later date. The County shall receive advance written notice of all meetings of the Board and copies of all actions by the Board.

E. Contribution of Right-of-Way and Drainage

In addition to its Tax Increment Participation, the County has agreed to contribute and convey, pursuant to the terms and conditions of an interlocal agreement between City and County, a right-of-way and a drainage tract, both being described by metes and bounds and further depicted

in the sketch attached hereto as Exhibit "2", which is incorporated herein by reference for all purposes.

IV. OBLIGATIONS OF THE CITY AND THE ZONE

A. Amendment of Ordinance

The Ordinance creating the Zone designates the boundaries, the eligible real properties for the calculation of tax increment for the Zone and the specific participation level of the City. All amendments to the Ordinance shall be approved by a majority of the members of the Board of Directors of the Zone and a majority of the members of the Williamson County Commissioners Court prior to approval by the City Council. If the City Council approves an amendment to the Ordinance different from the amendment approved by the Williamson County Commissioners Court, the County shall suspend payment into the Tax Increment Fund as described in Section III until the amendment is approved by the Williamson County Commissioners Court.

B. Zone Project Plan and Zone Finance Plan

The County Commissioners Court may review and comment upon any proposed amendment to the Zone Project Plan and Zone Finance Plan prior to its approval by the City Council. The City agrees to provide the County with any proposed amendments to the Zone Project Plan and Zone Finance Plan at least **fourteen (14) days** prior to their submission to the City Council for approval. No amendment to the Zone Project Plan and/or Zone Finance Plan shall be effective until it is approved by the Commissioners Court of the County, while the County is a participant in the TIRZ.

C. Disposition of Tax Increments

Upon termination of the Zone, and after all obligations and bonded indebtedness of the Zone have been paid, the City and the Zone shall pay to the County, within **sixty (60) days** of said termination, all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment Participation paid by the County into the Tax Increment Fund.

Furthermore, if the projects to be undertaken pursuant to the Zone Project Plan are not undertaken, are discontinued, or are terminated, all monies remaining in the Tax Increment Fund after satisfaction of lawful claims, shall be paid to the participating taxing entities in proportion to their respective share of the total amount of tax increments derived from taxable real property in the Zone that were deposited in the Tax Increment Fund during the Funds existence. In no event shall payment of monies to the participating taxing units exceed **ninety (90) days** from the date of termination and settlement of all claims.

D. Audits

In the event the City creates a redevelopment authority or other special district in connection with the Zone, the City shall provide to the County a copy of each of the audits required by the agreement between the City, the Zone and any such redevelopment authority or special district within **thirty (30) days** of receipt of each audit.

On or before the **one-hundred fiftieth (150th)** day following the end of the fiscal year of the City, the governing body of the City of Hutto shall submit to the Williamson County Judge, other participating taxing jurisdictions and the State of Texas Comptroller, a report of the status of the Zone. The contents of the report must contain all information required under section 311.016 of the Texas Tax Code.

E. Deposit of Penalties Received by City

As an inducement to have the County participate in this Agreement, the City agrees that any penalty and interest received by the City on any delinquent taxes attributable to the City's tax increment participation in the Zone shall be paid to the Tax Increment Fund less any collection fees and expenses.

F. Transfer of Real Property

The parties understand and agree the County's approval of this Agreement was conditioned and based upon the prior approval by City and County of an interlocal agreement providing for the exchange of certain City and County land with payment by City to County of certain funds and upon the City's prior approval and execution of a development agreement between the developer of the Co-Op Property and the City.

V. LIMITATIONS ON TAX INCREMENT DEPOSITS AND USE OF FUNDS

This Agreement is based on the following conditions, and the City agrees and acknowledges the County's right to enforce the conditions contained herein by injunction or any other lawful means in the event one or more of such conditions are not satisfied, to wit:

a. The tax increment deposited into the Tax Increment Fund by the County shall be used to pay County TIF Funded Projects costs as set forth and identified in the Zone Project Plan and Zone Finance Plan, and shall not include any other any other projects or costs for administration, overhead, or management of the Zone, or costs for municipal or educational facilities. In no event may the Zone Project Plan and/or Zone Finance Plan be amended unless otherwise approved by the Williamson County Commissioners Court as an amendment to this Agreement.

b. As defined, the Zone shall include real properties located within the boundaries as described in Ordinance No. 0-18-01-04-12A. If the Zone is expanded, the tax increment deposited into the Tax Increment Fund by the County may not be used for any infrastructure improvements, other public improvements or other project costs in any portion of the expanded area of the Zone unless approved by the Williamson County Commissioners Court as an amendment to this Agreement.

VI. TERM AND TERMINATION

A. Agreement Term

This Agreement becomes effective as of the date first above written upon the final signature hereto. The term of the Agreement shall commence on the Effective Date and continue thereafter (1.) for a maximum term of **twenty (20) years** from the Effective Date; or (2.) until the County Tax Increment Participation contribution to the TIF Fund reaches **$5,500,000.00**; or (3.) upon a condition set out herein, or (4.) at such other date as the Zone may be terminated by operation of law, **whichever event occurs earlier**. Nothing in this Agreement limits the authority of the Williamson County Commissioners Court to extend the term of the Agreement. Upon termination of the Agreement, the obligation of the County to contribute to the Tax Increment Fund for the Zone shall end; however, any refund obligations of the City, the Zone or any related redevelopment authority shall survive such termination.

VII. GENERAL AND MISCELLANEOUS

A. County's Right to Audit

The Parties agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after the termination or expiration of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the

City or the Hutto Reinvestment Zone Number One which are directly pertinent to the Zone, Zone Project Plan and Zone Financing Plan for the purposes of making audits, examinations, excerpts, and transcriptions. The Parties agree that County shall have access during normal working hours to all necessary City and/or the Hutto Reinvestment Zone Number One facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give City and/or the Hutto Reinvestment Zone Number One reasonable advance notice of intended audits.

B. Recitals

The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by all Parties.

C. Prior Written Agreements

This Agreement is without regard to any and all prior written contracts or agreements between the City and Williamson County regarding any other subject or matter, and does not modify amend ratify, confirm or renew any such other prior contract or agreement between the Parties.

D. Entire Agreement

This Agreement merges the prior negotiations and understanding of the Parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

E. Other Services

Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.

F. No Waiver of Immunity

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claim on behalf of any third party. No Party hereto relinquishes, waives, modifies, or alters to any extent whatsoever any immunity or defense under the laws of the State of Texas and of the United States on behalf of itself, its trustees, officers, employees, and agents as a result of this execution of the Agreement and performance of the covenants contained herein.

G. Amendments and Modifications

Unless otherwise specified herein, this Agreement may not be amended or modified except in writing executed by each of the Parties.

H. Severability

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Provided, however, in the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's or any other party's contributions or participation, then neither the County nor any other party shall have any liability for any incremental or other payments as many otherwise be provided for this Agreement.

I. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the **third (3rd) day** following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, returned receipt requested) addressed to the respective other Party at the address set out below or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party.

The initial addresses of the Parties, which any Party may change by giving written notice of its changed address to the other parties, are as follows:

City of Hutto	Zone	Williamson County
Attn: City Manager	Board of Directors for	Attn: County Judge
401 W. Front Street	Hutto Reinvestment	710 Main Street, Suite 101
Austin, Texas 78634	Zone Number One	Georgetown, Texas 78626
	401 W. Front Street	
	Hutto, Texas 78634	

J. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligations hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.

K. Assignment

No Party shall assign this Agreement at law or otherwise without the prior written consent of the other Parties. No Party shall delegate any portion of its performance under this Agreement without the written consent of the other Parties.

L. Successors

This Agreement shall bind and benefit the Parties. This Agreement does not create any personal liability on the part of any officer, agent or employee of the City, the Zone or the County.

M. Gender, Number and Headings

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the contest otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

N. Execution in Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the City, the County and the Zone have made and have executed this Agreement in multiple copies, each of which is an original.

WILLIAMSON COUNTY

By:_____
DAN A. GATTIS
COUNTY JUDGE

Date:_____

CITY OF HUTTO

By:_____
ODIS JONES
CITY MANAGER

_____ _____
Attest Date 9/11/18

HUTTO REINVESTMENT ZONE
NUMBER ONE, CITY OF HUTTO, TEXAS

By:_____

Printed Name: _____

Title: CHAIRMAN, BOARD OF DIRECTORS

_____ _____
Attest Date

Exhibit "1"

ORDINANCE NO. O-18-01-04-12A

AN ORDINANCE TO CREATE REINVESTMENT ZONE NUMBER ONE, CITY OF HUTTO, TEXAS FOR THE PURPOSE OF PROMOTING REDEVELOPMENT WITHIN THE CORPORATE LIMITS OF THE CITY OF HUTTO

WHEREAS, the City Council (the "Council") of the City of Hutto (the "City") located in Williamson County, Texas (the "County" or "Williamson County") has determined, pursuant to Chapter 311 of the Texas Tax Code (the "Code" or the "Tax Increment Financing Act") that the contiguous area lying within the corporate limits of the City, as described in Exhibit A attached hereto (the "Zone"), is predominantly open and underdeveloped and substantially arrests or impairs the sound growth of the City, requiring creation of a reinvestment zone (a "Reinvestment Zone") to promote redevelopment within the corporate limits of the City;

WHEREAS, Chapter 311 of the Code provides for the creation of reinvestment zones to promote development or redevelopment of a contiguous or noncontiguous geographic area that is in the corporate limits of a municipality, in the extra-territorial jurisdiction of a municipality, or in both, if the governing body of the city determines that development or development would not occur solely through private investment in the reasonably foreseeable future;

WHEREAS, Chapter 311 of the Code permits the Council to establish a tax increment fund to be used to pay project costs for a Reinvestment Zone with no financial risk to the City;

WHEREAS, it is the general policy of the City to encourage new development and redevelopment that might benefit its residents without obligating City funds to development infrastructure;

WHEREAS, the Council anticipates the Commissioners Court (the "Court") for Williamson County will take action by order of the Court to participate in the Zone described herein; and

WHEREAS, the Council has determined that it is in the best interest of the City and its residents to create a Reinvestment Zone.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

1. Findings:

The City finds and determines that:

a. Improvements in the Zone will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the City.

b. The area contained within the Zone meets the requirements of Section 311.005(a)(2) of the Tax Increment Financing Act.

c. Prior to the adoption of this Ordinance (this "Ordinance"), the City has complied with the requirements of Section 311.003 of the Tax Increment Financing Act, including preparing a preliminary reinvestment zone financing plan, holding a public hearing, and publishing notice of the public hearing not later than the seventh day before the date of the hearing in a newspaper having general circulation in the City.

2. Creation of the Reinvestment Zone: Pursuant to Section 311.005(a)(2) of the Tax Increment Financing Act, the City designates as "Reinvestment Zone Number One, City of Hutto, Texas," a contiguous area lying within the corporate limits of the City, as described on Exhibit A attached hereto.

3. Effective Date and Termination of the Zone: The Zone shall take effect immediately upon the passage of this Ordinance. The Zone shall terminate on the earlier of:

a. The date the Board certifies to the City that all project costs and all tax-increment bonds or notes issued for the Zone have been paid and any money remaining in the tax-increment fund has been paid to the City and other taxing units levying taxes on property in the Zone; or

b. The date that there is a unanimous determination by all members of the Board that all project costs, tax increment bonds and interest on those bonds, and other obligations have been paid in full.

4. Board of Directors: Pursuant to Sections 311.004(a)(2) and 311.009 of the Tax Increment Financing Act, the Zone shall be governed by a board of directors (the "Board") as described below.

a. Number, Term, and Appointment: The Board of the Zone shall consist of five (5) members. The directors shall serve two (2) year terms. Each taxing unit other than the City and the County that levies taxes on real property in the Zone may appoint one member of the Board if the taxing unit has approved payment of all or part of the tax increment produced by the unit into the tax increment fund for the Zone. Such a taxing unit may waive its right to appoint a member of the Board. The City requests that Williamson County designate two individuals to be members of the Board and the City agrees to appoint the individuals designated by the County as members of the Board. The remaining three (3) members of the Board shall be appointed by Council. Appointment of the Board shall be by separate action of the Council. The five (5) Board member positions shall be designated as City of Hutto positions 1, 2 and 3 and Williamson County positions 4 and 5.

b. Qualifications: To be eligible for appointment to the Board, an individual must be at least 18 years of age and be a resident of Williamson County or a county adjacent to Williamson County.

c. Vacancies: A vacancy on the Board occurring for any reason shall be filled for the unexpired term by appointment of the governing body of the taxing unit that appointed the director who served in the vacant position.

d. Chairperson of the Board; Officers: Each year, the Council shall appoint one member of the Board to serve as chairperson for a term of one (1) year that begins on January 1 of the following year, and the County shall appoint one member of the Board to serve as a vice-chairperson to preside in the absence of the chairperson or when there is a vacancy in the office of chairperson. The Board may elect other officers as it considers appropriate.

e. Powers:

i. The Board shall make recommendations to the Council concerning the administration of the Zone pursuant to the Tax Increment Financing Act. The Council, by ordinance or resolution, may authorize the Board to exercise any of the City's powers with respect to the administration, management, or operation of the Zone or the implementation of the project plan for the Zone, except that the Council may not authorize the Board to:

1. issue bonds;
2. impose taxes or fees;
3. exercise the power of eminent domain; or
4. give final approval to the project plan for the Zone.

ii. The Board, the County and the Council may each enter into agreements as the Board or the Council considers necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes. An agreement may provide for the regulation or restriction of the use of land by imposing conditions, restrictions, or covenants that run with the land. An agreement may, during the term of the agreement, dedicate, pledge, or otherwise provide for the use of revenue in the tax increment fund to pay any project costs that benefit the Zone, including project costs relating to the cost of buildings, schools, or other educational facilities owned by or on behalf of a school district, community college district, or other political subdivision of this state, railroad or transit facilities, affordable housing, remediation of conditions that contaminate public or private land or buildings, the preservation of the façade of a private or public building, the demolition of public or private buildings, or the construction of a road, sidewalk, or other public infrastructure. An

agreement may dedicate revenue from the tax increment fund to pay the costs of providing affordable housing or areas of public assembly in or out of the Zone.

iii. The Board may exercise any power granted to the Council by Section 311.008 of the Tax Increment Financing Act, except that:

1. the City, by ordinance, resolution, or order, may restrict any power granted to the Board by this chapter; and
2. the Board may exercise a power granted to the City under Section 311.008(b)(2) only with the consent of the Council.

iv. The Board may exercise any power granted to a board under Chapter 311 of the Tax Increment Financing Act.

v. The Board and the Council may enter into a contract with a local government corporation or a political subdivision to manage the Zone or implement the project plan and reinvestment zone financing plan for the term of the agreement.

vi. Subject to the approval of the Council and the County, the Board, as necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the tax increment fund of the Zone in an aggregate amount not to exceed the amount of the tax increment produced by the City and paid into the tax increment fund for the Zone for activities that benefit the Zone and stimulate business and commercial activity in the Zone. For these purposes, on approval of the City, the Board has all the powers of a municipality under Chapter 380, Local Government Code.

vii. The Board or a local government corporation administering a reinvestment zone may contract with the City to allocate from the tax increment fund for the Zone an amount equal to the tax increment produced by the City and paid into the tax increment fund for the Zone to pay the incremental costs of providing municipal services incurred as a result of the creation of the Zone or the development or redevelopment of the land in the Zone, regardless of whether the costs of those services are identified in the project plan or reinvestment zone financing plan for the Zone.

viii. The Board shall keep the City and County informed of its actions and financial matters concerning the Zone.

f. Meetings: Meetings of the Board may be called at any time by the chairperson of the Board. Notice of any meeting may be given in writing or orally by such means as may be most convenient, but not later than three (3) days before the day of the meeting.

g. Quorum: A majority of the number of directors duly appointed and serving will constitute a quorum at a Board meeting.

5. Tax Increment Fund: Pursuant to Section 311.014 of the Tax Increment Financing Act, a tax increment fund for the Zone shall be created and managed by the City as follows:

a. In addition to the deposits required by Section 311.013 of the Tax Increment Financing Act, all revenues from the sale of tax increment bonds or notes, revenues from the sale of any property acquired as part of the tax increment financing plan, and other revenues to be used in the Zone shall be deposited in the tax increment fund ("Fund") for the Zone.

b. Money may be disbursed from the Fund only to satisfy claims of holders of tax increment bonds or notes issued for the Zone, to pay project costs for the Zone, to make payments pursuant to an agreement made under Section 311.010(b) of the Tax Increment Financing Act dedicating revenue from the tax increment fund, or to repay other obligations incurred for the Zone.

c. Subject to an agreement with the holders of tax increment bonds or notes, money in the Fund may be temporarily invested in the same manner as other funds of the City.

d. After all project costs, all tax increment bonds or notes issued for the Zone, and any other obligations incurred for the Zone have been paid, and subject to any agreement with bondholders, any money remaining in the Fund shall be paid to the City, the County and other taxing units levying taxes on property in the Zone in proportion to the City's, the County's and each other unit's respective share of the total amount of tax increments derived from taxable real property in the Zone that were deposited in the Fund during the Fund's existence.

e. A taxing unit that levies taxes on real property in the Zone may make a loan to the Board for deposit in the Fund for the Zone if the governing body for the taxing unit determines that the loan is beneficial to, and serves a public purpose of, the taxing unit. The loan is payable on the terms agreed to by the taxing unit, or an instrumentality of the taxing unit if applicable, and the Board. Such a loan:

i. is not considered to be a tax increment bond or note under Section 311.015 of the Tax Increment Financing Act; and

ii. is considered to be:

1. an authorized investment under Chapter 2256, Government Code; and
2. an obligation incurred for the Zone.

6. Repeal: All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

8. Effective: This Ordinance shall be published **January 10, 2018** and **January 14, 2018** and become effective in accordance with the laws of the State of Texas on the **14th day of January, 2018.**

READ, CONSIDERED, PASSED, AND APPROVED ON FIRST READING by the City Council of the City of Hutto at a regular meeting on the 21st day of December, 2017, at which a quorum was present and for which due notice was given pursuant to Section 551.001 et seq. of the Texas Government Code.

READ, CONSIDERED, PASSED, APPROVED and ADOPTED ON SECOND and FINAL READING by the City Council of the City of Hutto at a regular meeting on the 4th day of January, 2018, at which a quorum was present and for which due notice was given pursuant to Section 551.001 et seq. of the Texas Government Code.

Doug Gaul, Mayor

ATTEST:

Lucretia Alvarez, City Secretary

EXHIBIT " A "

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 40.4913 ACRES (1,763,802 SQUARE FEET), PARTIALLY OUT OF THE WILLIAM J. BROWN SURVEY NO. 22, ABSTRACT NO. 105, AND PARTIALLY OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 2.814 ACRES TRACT CONVEYED TO W L D PETERSON INVESTMENTS-HUTTO, LLC IN DOCUMENT NO. 20150148567 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 8.62 ACRE TRACT CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2008077696 (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOT 23 BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAVE AND EXCEPT A PORTION OF A CALLED 0.055 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2017025032 (O.P.R.W.C.T), AND BEING A PORTION OF LIVE OAK STREET (RIGHT-OF-WAY VARIES), AND BEING ALL OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOTS 23 & 24 BLOCK A, OF SAID HUTTO SQUARE COMMERCIAL LOTS, AND BEING ALL OF A CALLED 11.157 ACRE TRACT (DESCRIBED AS TRACT I, SAVE AND EXCEPT A PORTION OF A CALLED 0.055 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2017025032 (O.P.R.W.C.T)), AND BEING A PORTION OF PECAN STREET (50' RIGHT-OF-WAY), AND BEING ALL OF A CALLED 1.256 ACRE TRACT (DESCRIBED AS TRACT II), SAID TRACT II BEING ALL OF LOTS 7 THROUGH 12, BLOCK 8, I. & G. N. RAILROAD ADDITION, A SUBDIVISION RECORDED IN VOLUME 50, PAGE 251 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), AND BEING ALL OF A 1.364 ACRE TRACT (DESCRIBED AS TRACT III) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2003119272 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.691 ACRE TRACT (DESCRIBED AS TRACT IV) SAID TRACT IV BEING ALL OF LOTS 1-4 AND A PORTION OF LOT 5, BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, SAVE AND EXCEPT THE PORTION OF SAID LOTS 4 AND 5 CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 2003044735 (O.P.R.W.C.T), SAID TRACTS I-IV CONVEYED TO THE CITY OF HUTTO, TEXAS, IN DOCUMENT NO. 2003119272 (O.P.R.W.C.T), AND BEING A PORTION OF SHORT STREET (50' RIGHT-OF-WAY), AND BEING A PORTION OF U.S. HIGHWAY 79 (RIGHT-OF-WAY VARIRES), AND BEING ALL OF A 0.02 ACRE TRACT (DESCRIBED AS TRACT 2) AND A CALLED 0.01 ACRE TRACT (DESCRIBED AS TRACT 4) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2006070154 (O.P.R.W.C.T), SAID TRACTS 2 AND 4 BEING A PORTION OF AN ALLEY (17' RIGHT-OF-WAY) CROSSING BLOCK 8 OF SAID I. & G. N.

RAILROAD ADDITION (SAID TRACTS 2 AND 4 INCORRECTLY REFERENCED IN DOCUMENT NO. 2006070154 (O.P.R.W.C.T) THE ALLEY TO BE 20' WIDE), AND BEING A PORTION OF THE ALLEY (17' RIGHT-OF-WAY) CROSSING BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, AND BEING ALL OF A CALLED 1.442 ACRE TRACT (DESCRIBED AS TRACT II) AND A CALLED 2.919 ACRE TRACT (DESCRIBED AS TRACT III) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2004003059 (O.P.R.W.C.T), AND BEING ALL OF TRACTS NO. 1-4 CONVEYED TO HUTTO VOLUNTEER FIRE DEPARTMENT IN DOCUMENT NO. 2006070154 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.093 ACRE TRACT CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2016079125 (O.P.R.W.C.T), SAID 0.093 ACRE TRACT BEING A PORTION OF LOT 1, LOT 7 AND AN ALLEY (21' RIGHT-OF-WAY, VACATED PER DOCUMENT NO. 2015052472 (O.P.R.W.C.T)) IN BLOCK 9 OF SAID I. & G. N. RAILROAD ADDITION, AND BEING ALL OF A TRACT DESCRIBED AS A PORTION OF LOTS 5 & 6, BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 1997029237 (O.P.R.W.C.T), AND BEING ALL OF A CALLED 0.03 ACRE TRACT CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 2003044735 (O.P.R.W.C.T), AND BEING ALL OF A CALLED 0.03 ACRE TRACT CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 2000009118 (O.P.R.W.C.T), SAID 0.03 ACRE TRACT BEING A PORTION OF AN ALLEY (17' RIGHT-OF-WAY) CROSSING BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION (SAID DOCUMENT NO. 2000009118 (O.P.R.W.C.T) INCORRECTLY REFERENCES THE ALLEY TO BE 20' WIDE), AND BEING ALL OF LOT 1A, BLOCK 9 OF RAILROAD ADDITION, LOTS 1-4, 5 (S/PT), AND 7 BLOCK 9, AMENDED PLAT, RECORDED IN DOCUMENT NO. 2015080695 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.464 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2016077686 (O.P.R.W.C.T), AND BEING ALL OF LOT 14 OF THE HUTTO EXCHANGE, RECORDED IN CABINET G, SLIDES 185-186 (P.R.W.C.T.), SAID 40.4913 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron rod with illegible cap found in the east right-of-way of Exchange Boulevard (right-of-way varies), being the northwest corner of said W L D Peterson Investments tract, and being the southwest corner of Block "A" Hutto Square Section 1, a subdivision recorded in Cabinet W, Slide 263-267 (P.R.W.C.T.), and being the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, with the south line of Block A of said Hutto Square Section 1, and with the north line of said W L D Investments tract, and with the north line of Lot 23, Block A, of said Hutto Square Commercial Lots, and in part with the north lines of said City of Hutto 8.62 acre and 11.157 acre tract, **S83°12'42"E,** a distance of **1,185.52** feet to a 1/2-inch iron rod with illegible cap found for the northeast corner hereof, said point being in the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, and being the southeast corner of Lot 1, Block A of said Hutto Square Section 1, and being the northeast corner of Lot 23, Block A, of said Hutto Square Commercial Lots, and said City of Hutto 8.62 acre and 11.157 acre tracts;

THENCE, with the east lines of Lot 23, Block A, of said Hutto Square Commercial Lots, and said City of Hutto 8.62 acre and 11.157 acre tracts, in part with the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, **S07°51'48"W,** a distance of **43.14** feet to a calculated point for an angle point hereof,

being the southwest corner of said Block 13, I & GN Railroad Addition, said point being in the north right-of-way line of said W. Live Oak Street (right-of-way varies);

THENCE, with the north right-of-way line of said W. Live Oak Street and the south line of said Block 13, I & GN Railroad Addition, **N77°15'31"E,** a distance of **265.09** feet to a calculated point for the northeast corner hereof, being the southeast corner of said Block 13, I & GN Railroad Addition, and being in the west right-of-way line of West Street (80' right-of-way);

THENCE, in part over and across said W. Live Oak Street, with the west right-of-way line of said West Street, in part with the east line of said 0.464 acre Hill Country Bible Church Hutto tract, and in part with the east line of said Lot 1A, in part over and across said Pecan Street, with the east line of said Hutto Volunteer Fire Department tract, the east line of said 0.03 acre vacated 20' Alley, the east line of said portion of Lots 5 and 6, Block 8 Railroad Addition being the east line of said Copeland tract described in Doc. No. 1997029237 (O.P.R.W.C.T.), **S12°33'09"E,** a distance of **566.05** feet to a calculated point for an exterior ell-corner hereof, said point being at northeast corner of a called 0.13 acre tract conveyed to Jaspas Properties, LLC, in Document No. 2008077200 (O.P.R.W.C.T.), and being at the southeast corner of said Copeland tract described in Doc. No. 1997029237 (O.P.R.W.C.T.);

THENCE, leaving the west right-of-way line of said West Street and the east line of Lot 6, Block 8 of said I. & G. N. Railroad Addition, with the south line of said Copeland tract described in Doc. No. 1997029237 (O.P.R.W.C.T.), in part with the north line of said Jaspas Properties tract, and in part with the north line of a tract described as a portion of Lots 5 and 6, Block 8 of said I. & G. N. Railroad Addition, conveyed to Leroy Cast in Volume 1159, Page 263 of the Official Records of Williamson County, Texas (O.R.W.C.T.), **S77°14'55"W,** a distance of **79.26** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an interior ell-corner hereof, said point being at the southwest corner of said Copeland tract described in Doc. No. 1997029237 (O.P.R.W.C.T.), and being the northwest corner of a said Cast tract, and being the southeast corner of said 0.03 acre Copeland tract, and being a northeast corner of the remainder of said 0.691 acre City of Hutto tract;

THENCE, with the common line of said Cast tract and 0.691 acre City of Hutto tract, **S14°18'53"E,** a distance of **74.85** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an exterior ell-corner hereof, said point being in the north right-of-way line of Farley Street (80' right-of-way), and being in the south line of Lot 5, Block 8 of said I. & G. N. Railroad Addition, and being the southwest corner of said Cast tract, and being the southeast corner of said 0.691 acre City of Hutto tract;

THENCE, with the north right-of-way line of said Farley Street, and with the south line of Block 8 of said I. & G. N. Railroad Addition and said 0.691 acre City of Hutto tract, **S77°03'02"W,** a distance of **192.83** feet to a calculated point for an interior ell-corner hereof, said point being at the intersection of the north right-of-way line of said Farley Street with the east right-of-way line of said Short Street (50' right-of-way);

THENCE, with the east right-of-way line of said Short Street, in part over and across said U. S. Highway 79, **S12°42'36"E,** a distance of **434.49** feet to a calculated point for the southeast corner hereof, being in the south right-of-way line of said U.S. Highway 79 (right-of-way varies), and being the southeast corner of said 1.364 acre City of Hutto tract;

THENCE, with the south right-of-way line of said US Highway 79, the following four (4) courses and distances:

1) **87.79** Feet along the arc of a curve to the left, having a radius of **2,824.79** feet, and a chord which bears **S72°55'16"W,** a distance of **87.78** feet to a calculated point for a point of tangency hereof,
2) **S72°19'10"W,** a distance of **324.82** feet to a calculated point for a point of curvature hereof,

3) **253.45** Feet along the arc of a curve to the right, having a radius of **2,904.42** feet, and a chord which bears **S74°47'49"W**, a distance of **253.37** feet to a calculated point for a point of tangency hereof, and
4) **S77°20'10"W**, a distance of **278.92** feet to a calculated point for the southwest corner hereof;

THENCE, leaving the south right-of-way line of said U.S. Highway 79, in part over and across said U. S. Highway 79, and in part with the east lines of said 0.11 acre tract and said Lot 25A, and in part with the west lines of said 1.442 acre, said 2.919 acre and said 11.157 acre City of Hutto tracts, **N07°31'47"E**, a distance of **407.06** feet to a 1/2-inch iron rod with "Coalter-1481" cap found for an interior ell-corner hereof, said point being in the west line of said 11.157 acre City of Hutto tract, and being at the northeast corner of said Lot 25A, and being a southeast corner of Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract;

THENCE, with the common line of said Lot 25A, Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract, **N86°13'57"W**, a distance of **307.47** feet to a disturbed 1/2-inch iron rod found for an interior ell-corner hereof, said point being in the east line of Lot 14 of the Hutto Exchange, recorded in Cabinet G, Slides 185-186 (P.R.W.C.T.), and being the common west corner of Lot 25A, Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract;

THENCE, with the east and south lines of said Lot 14, in part with the north line of said Lots 25A & 25B, in part with the north line of Lot 2A of the Resubdivision of Lot 2, Hutto Exchange, recorded in Cabinet AA, Slides 211-212 (P.R.W.C.T.), and in part with the east right-of-way line of Exchange Boulevard (right-of-way varies), the following three (3) courses and distances:

1) **S07°20'38"W**, a distance of **37.49** feet to a calculated point for an exterior ell-corner hereof,
2) **N79°31'52"W**, a distance of **188.64** feet to a calculated point for an angle point hereof, and
3) **N67°36'52"W**, a distance of **211.01** feet to a chiseled "X" found in concrete for the southwest corner hereof, said point being a corner in the east right-of-way line of said Exchange Boulevard, and being the southwest corner of said Lot 14;

THENCE, with the east right-of-way line of said Exchange Boulevard and the west line of said Lot 14, the following four (4) courses and distances:

1) **15.69** Feet along the arc of a curve to the left, having a radius of **680.00** feet, and a chord which bears **N07°41'36"W**, a distance of **15.69** feet to a calculated point for a point of reverse curvature hereof,
2) **193.73** Feet along the arc of a curve to the right, having a radius of **370.00** feet, and a chord which bears **N06°38'44"E**, a distance of **191.52** feet to a mag nail in asphalt found for a point of reverse curvature hereof,
3) **96.13** Feet along the arc of a curve to the left, having a radius of **430.00** feet, and a chord which bears **N15°13'50"E**, a distance of **95.93** feet to a chiseled "X" found in concrete for a point of non-tangency hereof, and
4) **S83°05'40"E**, a distance of **5.40** feet to a 1/2-inch iron rod with "RJ" cap found for an interior ell-corner hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being in the north line of said Lot 14, and being the southwest corner of said Williamson County tract, and being a southwest corner of said Lot 23;

THENCE, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract, and in part with the west lines of said Lots 23 & 24, and in part the west line of said W L D Peterson Investments tract, the following six (6) courses and distances:

1) **25.84** Feet along the arc of a curve to the left, having a radius of **435.00** feet, and a chord which bears **N07°40'10"E**, a distance of **25.83** feet to a 1/2-inch iron rod with "RJ" cap found for a point of tangency hereof,
2) **N05°38'31"E**, a distance of **151.41** feet to a 1/2-inch iron rod with "RJ" cap found for a point of curvature hereof,
3) **134.63** Feet along the arc of a curve to the right, having a radius of **1,965.00** feet, and a chord which bears **N07°27'50"E**, a distance of **134.61** feet to a 1/2-inch iron rod found at a point of tangency hereof, and
4) **N09°32'57"E**, a distance of **285.44** feet to a 1/2-inch iron rod with illegible cap found in the east line of said W L D Petersen tract;
5) **67.91** Feet along the arc of a curve to the left, having a radius of **2,035.00** feet, and a chord which bears **N08°13'05"E**, a distance of **67.91** feet to a calculated point for a point of tangency hereof,
6) **N07°15'38"E**, a distance of 28.90 feet to the **POINT OF BEGINNING** and containing 40.4913 Acres (1,763,802 Square Feet) of land, more or less.

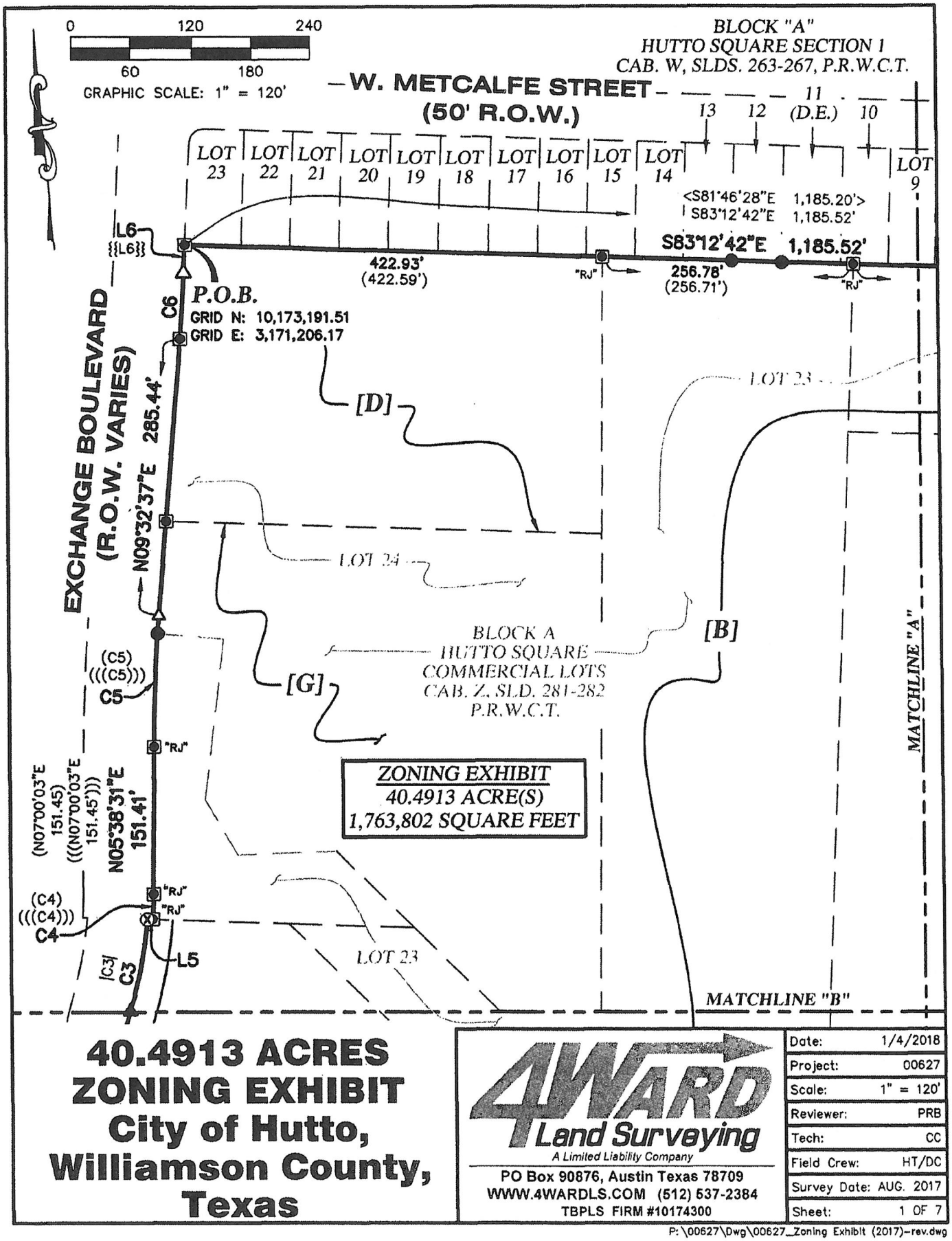
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627_rev2.dwg).

1/4/2018

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC



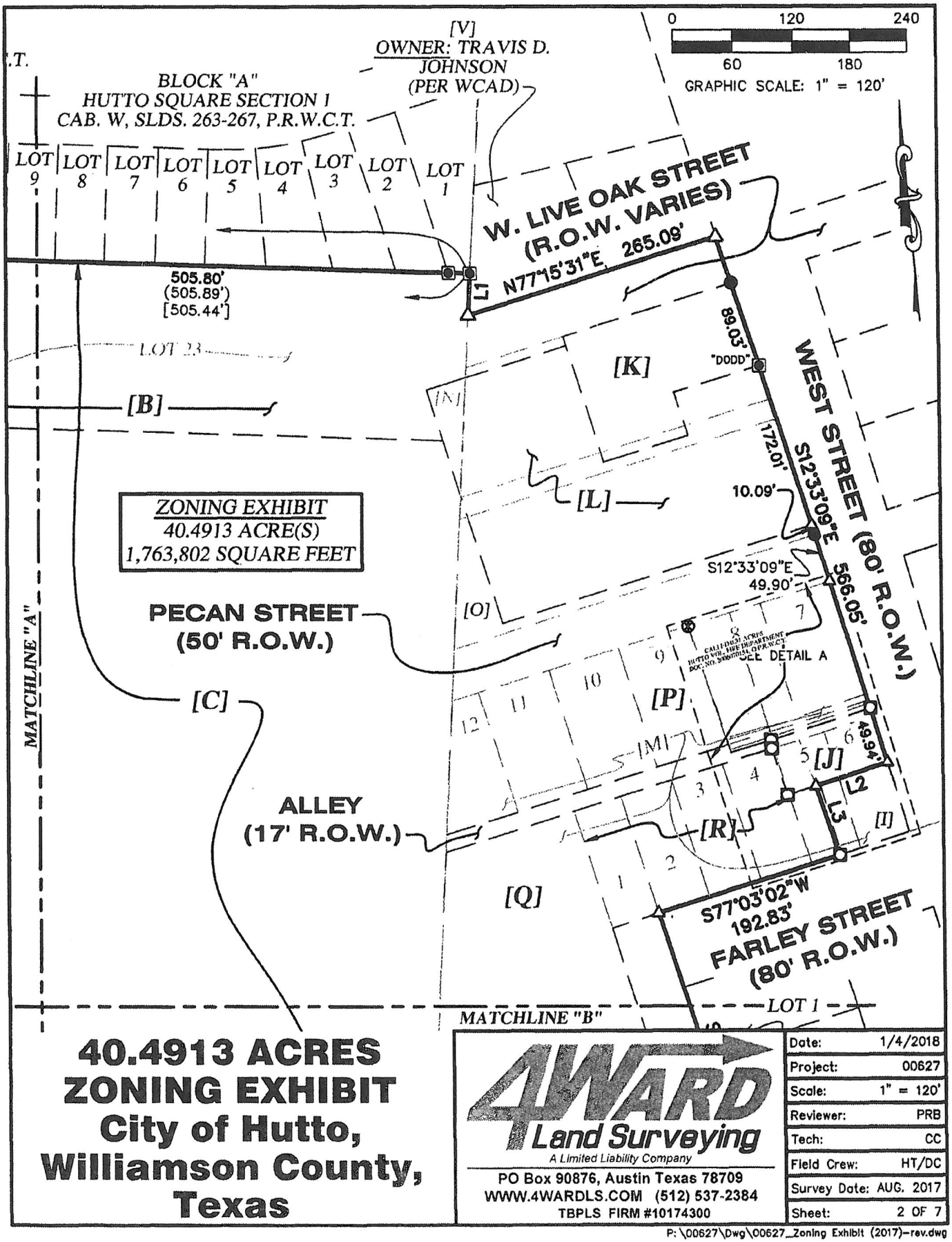


40.4913 ACRES
ZONING EXHIBIT
City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	1/4/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 7

P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev.dwg

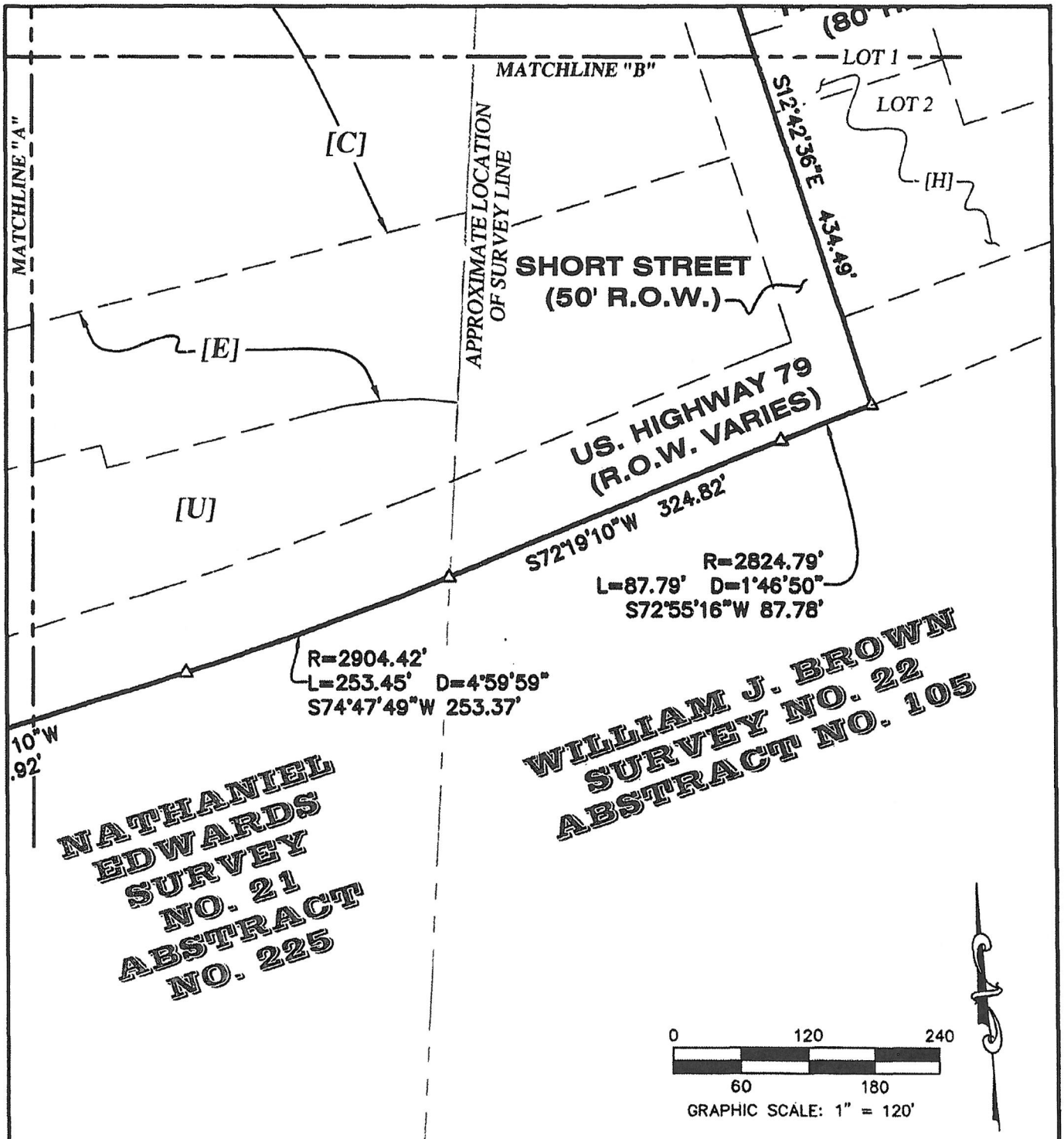


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P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev.dwg

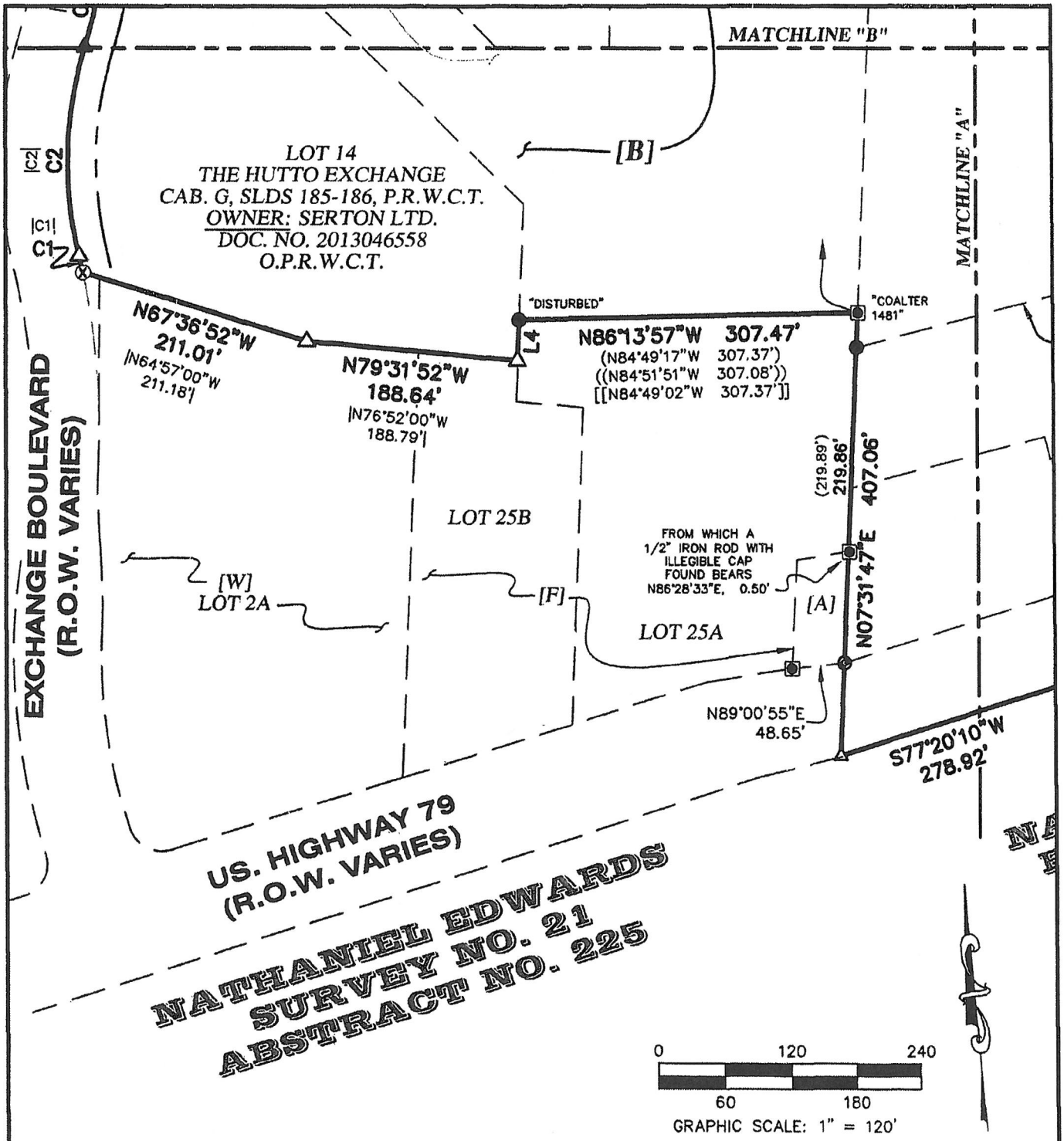


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City of Hutto, Williamson County, Texas

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Sheet:	3 OF 7

P: \00627\Dwg\00627_Zoning Exhibit (2017)-rev.dwg



40.4913 ACRES ZONING EXHIBIT City of Hutto, Williamson County, Texas

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P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev.dwg

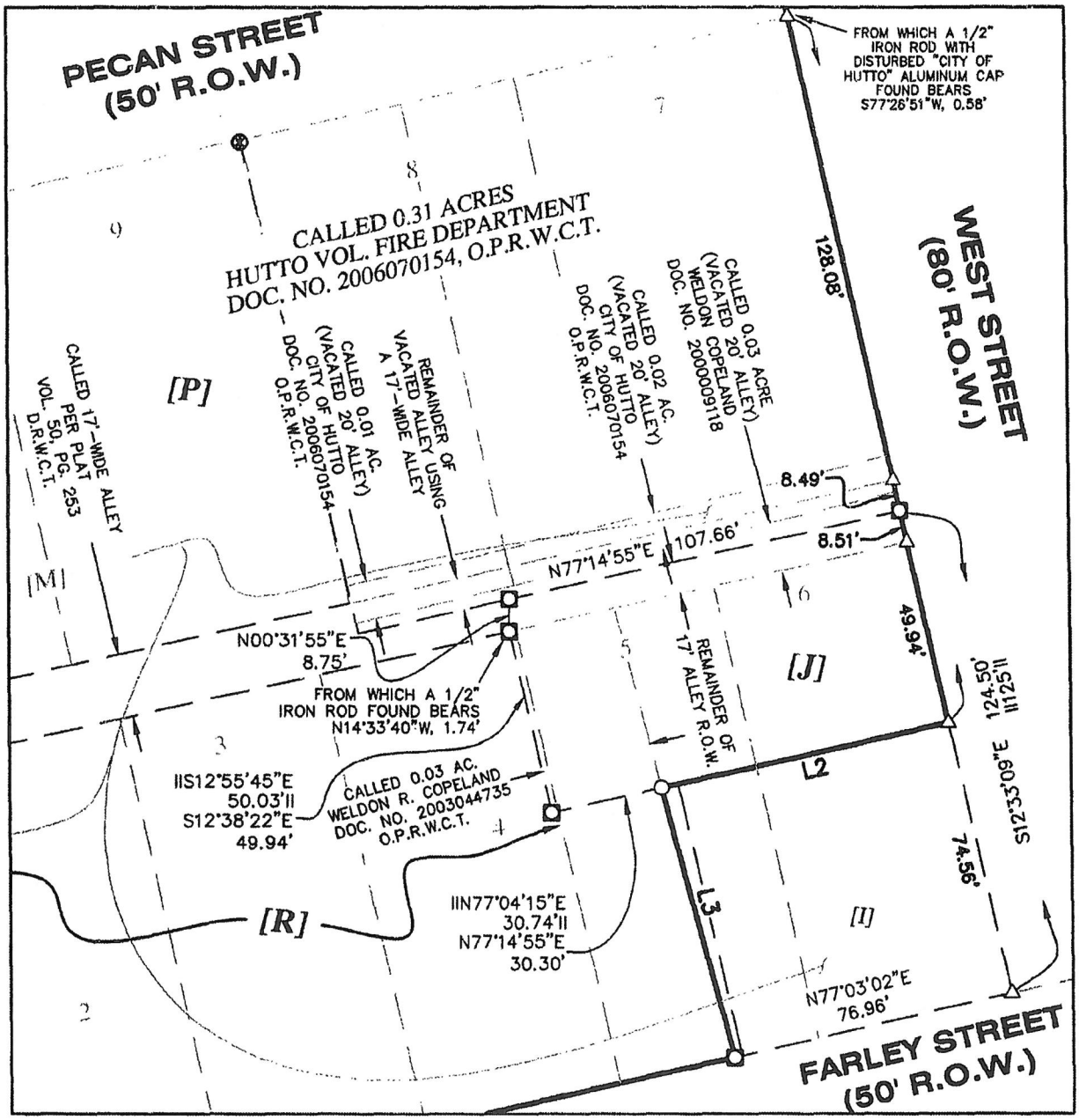
0 40 80

20 60

GRAPHIC SCALE: 1" = 40'

DETAIL A

SCALE: 1" = 40'



40.4913 ACRES ZONING EXHIBIT City of Hutto, Williamson County, Texas

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Date:	1/4/2018
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Scale:	1" = 40'
Reviewer:	SMD
Tech:	CC
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Sheet:	5 OF 7

P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev.dwg

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S07°51'48"W	43.14'
L2	S77°14'55"W	79.26'
L3	S14°18'53"E	74.85'
L4	S07°20'38"W	37.49'
L5	S83°05'40"E	5.40'
L6	N07°15'38"E	28.90'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
{{L6}}	N09°00'52"E	28.95'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	15.69'	680.00'	1°19'19"	N07°41'36"W	15.69'
C2	193.73'	370.00'	29°59'57"	N06°38'44"E	191.52'
C3	96.13'	430.00'	12°48'33"	N15°13'50"E	95.93'
C4	25.84'	435.00'	3°24'12"	N07°40'10"E	25.83'
C5	134.63'	1,965.00'	3°55'33"	N07°27'50"E	134.61'
C6	67.91'	2,035.00'	1°54'43"	N08°13'05"E	67.91'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
|C1|	15.69'	680.00'	1°19'19"	N04°50'20"W	15.69'
|C2|	193.74'	370.00'	30°00'02"	N09°30'00"E	191.53'
|C3|	95.84'	430.00'	12°46'12"	N18°06'54"E	95.64'
(C4)	25.81'	435.00'	3°24'00"	N08°42'03"E	25.81'
(((C4)))	25.81'	435.00'	3°24'00"	N08°42'03"E	25.81'
(C5)	134.74'	1,965.00'	3°55'44"	N08°57'55"E	134.72'





1/4/2018

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS.

40.4913 ACRES ZONING EXHIBIT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	1/4/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	6 OF 7

P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev.dwg

[A] CALLED 0.11 ACRE
OWNER: ATMOS ENERGY
(PER WCAD)
VOL. 238, PG. 172,
D.R.W.C.T.

[B] CALLED 8.62 ACRES
OWNER: CITY OF HUTTO
DOC. NO. 2008077696
O.P.R.W.C.T.

[C] CALLED 11.157 ACRES
(TRACT 1)
OWNER: CITY OF HUTTO
DOC. NO. 2003119272,
O.P.R.W.C.T.

[D] CALLED 2.814 ACRES
OWNER: W L D PETERSEN
INVESTMENTS-HUTTO, LLC
DOC. NO. 2015048567
O.P.R.W.C.T.

[E] CALLED 2.919 ACRES
OWNER: CITY OF HUTTO
DOC. NO. 2004003059
O.P.R.W.C.T.

[F] BLOCK A, HUTTO
SQUARE
COMMERCIAL LOTS PHASE B
CAB. BB, SLDS. 184-186
P.R.W.C.T.

[G]
CALLED 4.43 ACRES
OWNER: WILLIAMSON
COUNTY
DOC. NO. 2005053311
O.P.R.W.C.T.

[H] BLOCK 1, AMENDED
PLAT OF
LOTS 1 THROUGH 9,
INCLUSIVE,
AND LOTS 12, 13, AND 14,
AND
THE 17-FOOT ALLEY IN
BLOCK 1
OF I&GN RAILROAD
ADDITION
ORIGINAL CITY OF HUTTO
CAB. EE, SLD. 293,
P.R.W.C.T.

[I] CALLED 0.13 ACRE
PART OF LOTS 5 AND 6
BLOCK 8, I &GN RAILROAD
ADDITION
OWNER: JASPAS PROPERTIES,
LLC
DOC. NO. 2008077200,
O.P.R.W.C.T.

[J] PART OF LOTS 5 AND 6
BLOCK 8 I & G RAILROAD ADDN
OWNER: WELDON R. COPELAND
DOC. NO. 1997029237,
O.P.R.W.C.T.

[K] CALLED 0.464 ACRE
OWNER: HILL COUNTRY
BIBLE CHURCH HUTTO
DOC. NO. 2016077686,
O.P.R.W.C.T.

[L] LOT 1A, BLOCK 9
RAILROAD ADDITION
LOTS 1-4, 5 (S/PT)
AND 7, BLOCK 9 AMENDED
PLAT NO. 2015080695
DOC. O.P.R.W.C.T.

[M] I &GN RAILROAD
ADDITION
ORIGINAL MAP OF HUTTO
LOTS 1-12, BLOCK 8
VOL. 50, PG. 253, D.R.W.C.T.

[N] CALLED 0.055 ACRE
OWNER: HILL COUNTRY
BIBLE CHURCH HUTTO
DOC. NO. 2017025032,
DOD. O.P.R.W.C.T.

[O] CALLED 0.093 ACRE
OWNER: CITY OF HUTTO
DOC. NO. 2016079125
DOD. O.P.R.W.C.T.

[P] CALLED 1.256 ACRE
(DESCRIBED AS TRACT II)
OWNER: CITY OF HUTTO
DOC. NO. 2003119272,
O.P.R.W.C.T.

[Q] CALLED 1.364 ACRE
(DESCRIBED AS TRACT III)
CITY OF HUTTO
DOC. NO. 2003119272,
O.P.R.W.C.T.

[R] CALLED 0.691 ACRE
TRACT (DESCRIBED AS
TRACT IV)LOTS 1-4 & A
PORTION OF LOT 5, BLOCK 8
I & G RR ADDITION
OWNER: CITY OF HUTTO
DOC. NO. 2003119272,
O.P.R.W.C.T.

[U] CALLED 1.442 ACRES
OWNER: CITY OF HUTTO
DOC. NO. 2004003059,
O.P.R.W.C.T.

[V] PORTION OF LOT 1,
BLOCK
13, I & GN RAILROAD
ADDITION
VOL. 50, PG. 253, D.R.W.C.T.

[W] RESUBDIVISION OF LOT 2
THE HUTTO EXCHANGE
CAB. AA, SLDS. 211
P.R.W.C.T.

[X] REAMINDER OF TRACT
DESCRIBED IN VOL. 1159, PG.
563 D.R.W.C.T.

[Y] OWNER: ELEDA GONZALES
DOC. NO. 2012046524,
O.P.R.W.C.T.

LEGEND

———	PROPERTY LINE	P.O.B.	POINT OF BEGINNING
— — —	EXISTING PROPERTY LINES	{|.....|}	RECORD INFORMATION PER DOC. NO. 2016077686
- - - - -	EXISTING EASEMENTS	([.....])	RECORD INFORMATION PER DOC. NO. 2008077200
○	1/2" IRON ROD WITH "WARD-5811" CAP SET	|.....|	RECORD INFORMATION PER PLAT CAB. G, SLD. 185
●	1/2" IRON ROD FOUND (UNLESS NOTED)	||.....||	RECORD INFORMATION PER PLAT VOL. 50, PG. 253
◙	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)	{.....}	RECORD INFORMATION PER DEED DOC. NO. 2017025032
⊗	CHISELED "X" FOUND IN CONCRETE	(.....)	RECORD INFORMATION PER PLAT VOL. Z PGS. 281-282
⊘	TXDOT TYPE II BRASS DISC FOUND	((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696
△	CALCULATED POINT	(((.....)))	RECORD INFORMATION PER DEED DOC. NO. 2005053311
⊛	COTTON SPINDLE FOUND	[.....]	RECORD INFORMATION PER DEED DOC. NO. 2003119272
▲	MAG NAIL FOUND	[[.....]]	RECORD INFORMATION PER PLAT CAB. BB, SLDS. 184-186
◭	MAG WITH "WARD-5811" WASHER SET	[[[.....]]]	RECORD INFORMATION PER PLAT DOC. NO. 2015080695
□	1/2" IRON ROD WITH "CITY OF HUTTO - PROPERTY CORNER" ALUMINUM CAP FOUND	<.....>	RECORD INFORMATION PER PLAT CAB. W, SLDS. 263-264
DOC. #	DOCUMENT NUMBER	<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2016079125
P.U.E.	PUBLIC UTILITY EASEMENT	<<<.....>>>	RECORD INFORMATION PER DEED DOC. NO. 2004003059
B.L.	BUILDING LINE	[(.....)]	RECORD INFORMATION PER TX DOT R.O.W. MAP
VOL./PG.	VOLUME, PAGE	|||.....|||	RECORD INFORMATION PER PLAT CAB. AA, SLD. 211
CAB./SLD.	CABINET, SLIDE	{{.....}}|	RECORD INFORMATION PER DEED DOC. NO. 2015048567
R.O.W.	RIGHT-OF-WAY		
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS		
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS		
D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS		

40.4913 ACRES ZONING EXHIBIT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	1/4/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	SMD
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	7 OF 7

P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev.dwg

TIRZ Boundary Map

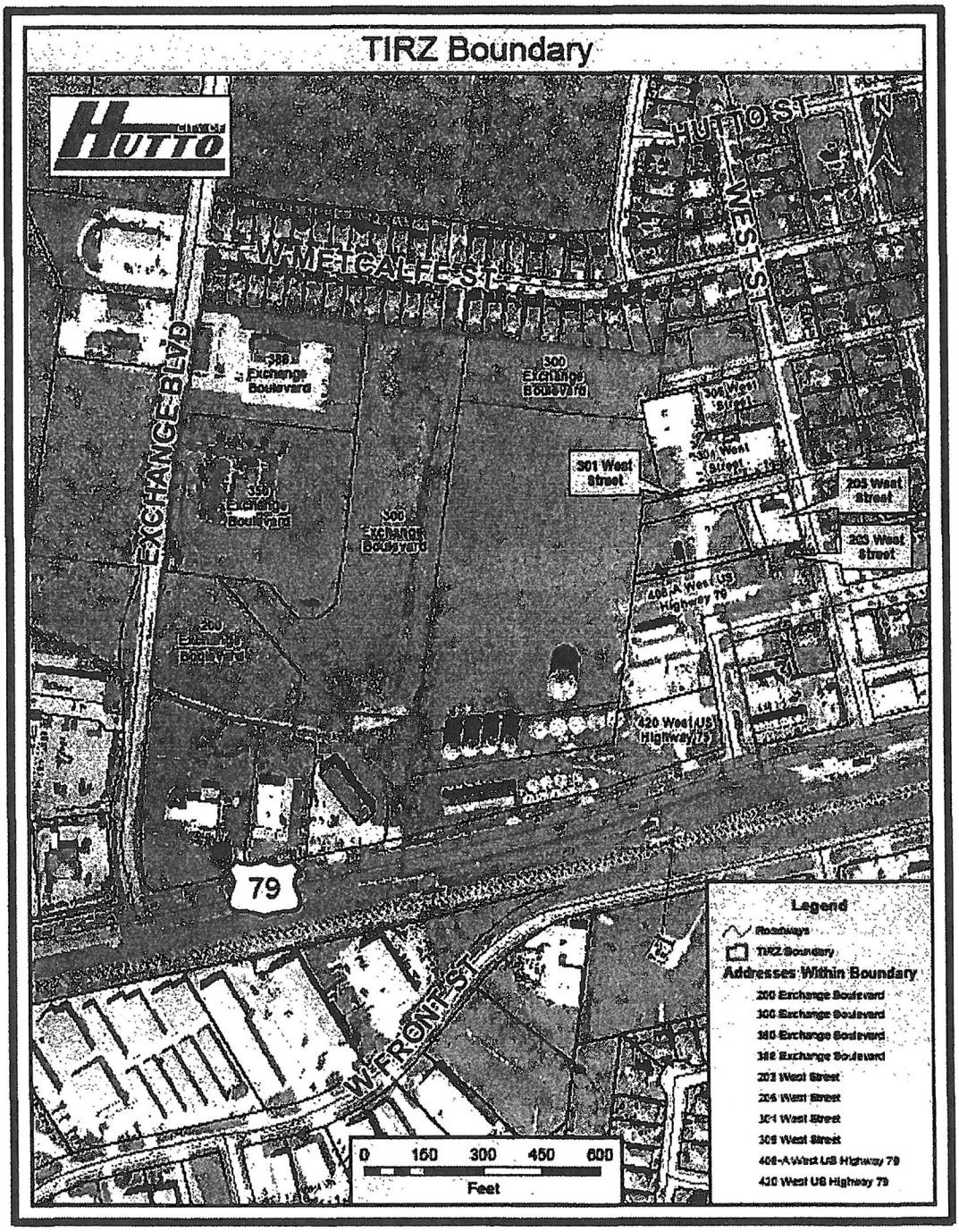
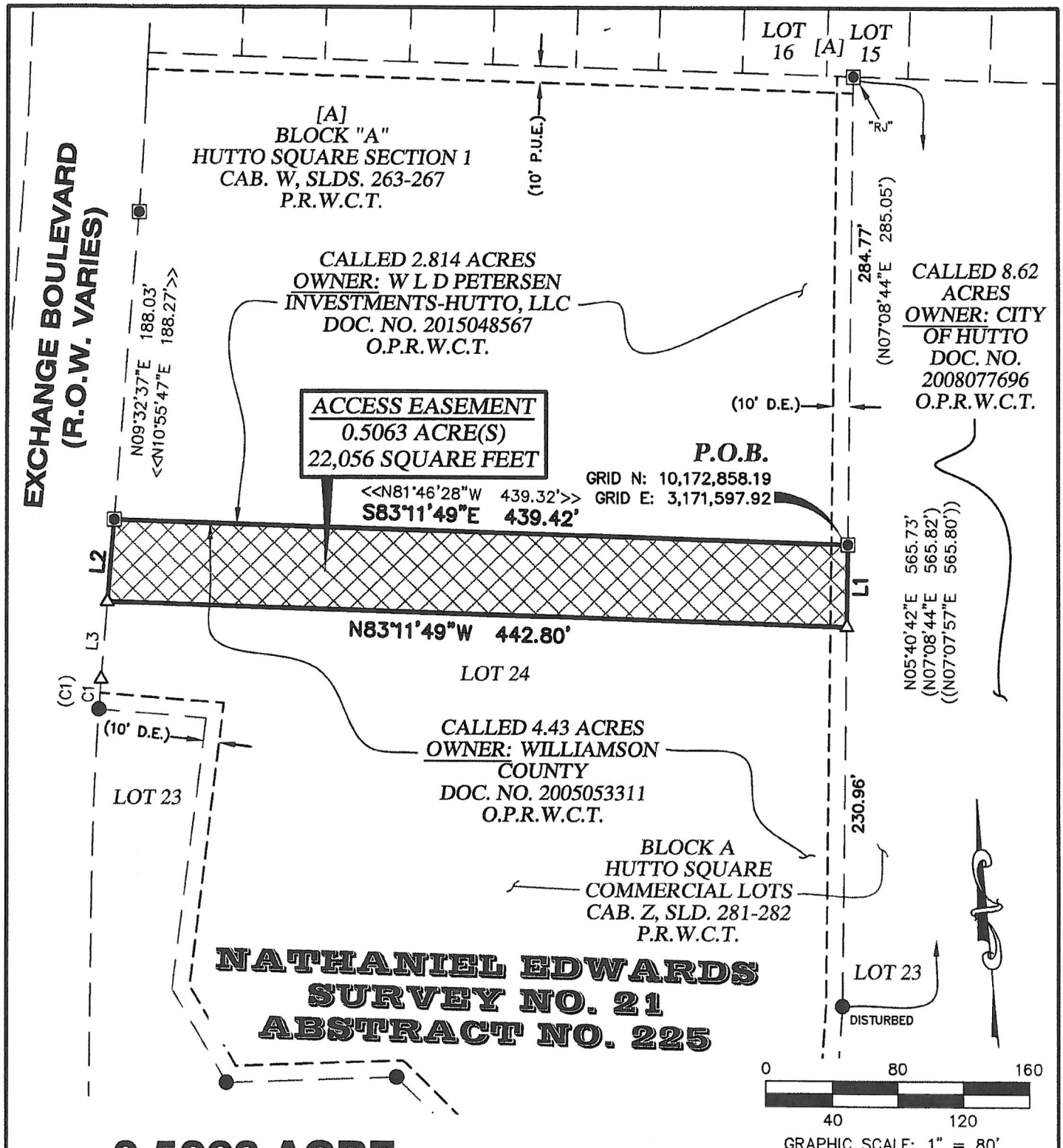


Exhibit "2"



0.5063 ACRE ACCESS EASEMENT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
Project:	00627
Scale:	1" = 80'
Reviewer:	SMD
Tech:	BP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 2

P:\00627\Dwg\00627_Access Easement (2017).dwg

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LEGEND

———	PROPOSED EASEMENT LINE
— — — —	EXISTING PROPERTY LINES
- - - - -	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
◙	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
△	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT VOL. Z PGS. 281-282
((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2015048567

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S05°40'42"W	50.01'
L2	N09°32'37"E	50.06'
L3	N09°32'37"E	47.35'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	18.30'	1,965.00'	0°32'01"	S09°09'36"W	18.30'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
(C1)	[18.24']	[1,965.00']	[0°31'55"]	[S10°39'50"W]	[18.24']

12/29/2017

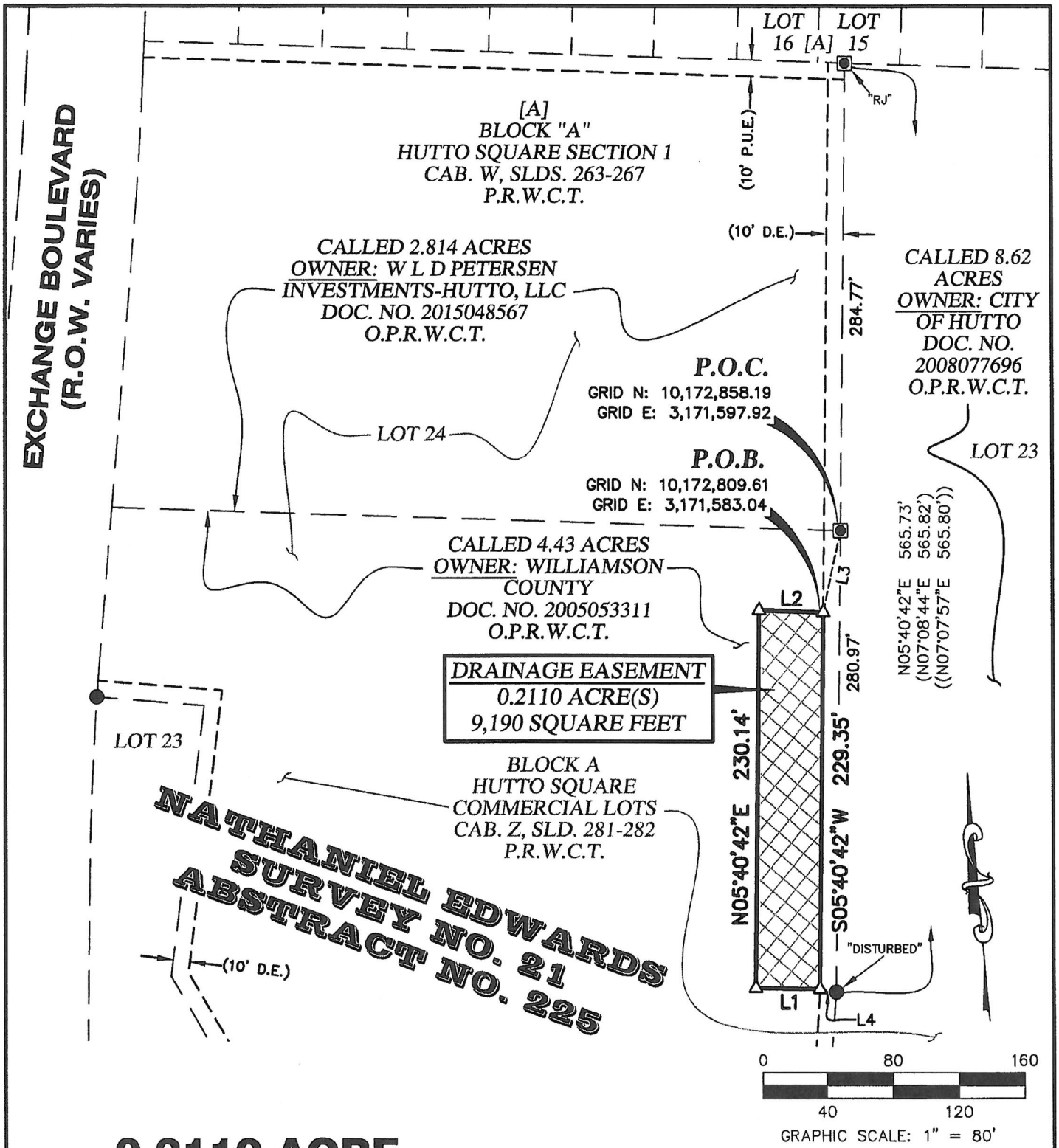
STATE OF TEXAS
REGISTERED
STEVEN M. DUARTE
5940
PROFESSIONAL
LAND SURVEYOR

0.5063 ACRE ACCESS EASEMENT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
Project:	00627
Scale:	1" = 80'
Reviewer:	SMD
Tech:	BP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	2 OF 2

P:\00627\Dwg\00627_Access Easement (2017).dwg



0.2110 ACRE DRAINAGE EASEMENT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
Project:	00627
Scale:	1" = 80'
Reviewer:	SMD
Tech:	BP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 2

P:\00627\Dwg\00627_Drainage Easement (2017).dwg

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N84°19'18"W	40.00'
L2	S83°11'49"E	40.01'
L3	S17°01'46"W	50.81'
L4	S74°06'18"E	10.16'

LEGEND

———	PROPOSED EASEMENT LINE
— ——— —	EXISTING PROPERTY LINES
- - - - -	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
◉	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
△	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT VOL. Z PGS. 281-282
((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696

STATE OF TEXAS
REGISTERED
STEVEN M. DUARTE
5940
PROFESSIONAL
LAND SURVEYOR

12/29/2017

0.2110 ACRE DRAINAGE EASEMENT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
Project:	00627
Scale:	1" = 80'
Reviewer:	SMD
Tech:	BP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	2 OF 2

P:\00627\Dwg\00627_Drainage Easement (2017).dwg

Commissioners Court - Regular Session **38.**

Meeting Date: 01/16/2018

ILA Prpty Hutto TIIRZ

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve an Interlocal Agreement between Williamson County, Texas and the City of Hutto, Texas setting out the terms and conditions for land acquisition options and exchanges for properties owned by both Williamson County and the City of Hutto.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA Real Property Hutto TIRZ

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 01:16 PM
Form Started By: Hal Hawes		Started On: 01/11/2018 11:40 AM
Final Approval Date: 01/11/2018		

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF WILLIAMSON COUNTY, TEXAS, AND THE CITY OF HUTTO, TEXAS, REGARDING CERTAIN COUNTY AND CITY PROPERTY

The parties to this Agreement are the County of Williamson County, Texas ("County") and the City of Hutto, Texas, a municipal corporation located in Williamson County, Texas, ("City").

WHEREAS, the County owns certain property described in Exhibit A attached hereto ("County Property"); and

WHEREAS, the City owns certain other property described in Exhibit B ("City Property"); and

WHEREAS, the City has conducted a request for proposal process and selected a developer to develop certain property located in the downtown area of the City ("Co-Op Property") for the benefit of County and City residents; and

WHEREAS, the County Property is adjacent to the Co-Op Property; and

WHEREAS, the City intends to create a Tax Increment Reinvestment Zone ("TIRZ") for the purposes of development and/or redevelopment of the Co-Op Property and other properties adjacent to the existing Co-Op Property; and

WHEREAS, a portion of the County Property is located in a designated flood plain and use of this portion of the County Property is necessary to alleviate flooding of areas within the City and County; and

WHEREAS, the opportunity exists to add a portion of the County Property to the TIRZ and Co-Op Property being developed and thereby provide additional benefit to the citizens of County and City as well as resolve existing drainage and future transportation issues; and

WHEREAS, City and County have obtained third-party appraisals of their respective properties and determined it is in the interest of the citizens of County and City to reach agreement regarding the properties and future use of the properties;

NOW, THEREFORE, the parties agree as follows:

1. **Description of Portions of the County Property**. The parties agree that the County Property is described as three (3) separate tracts:

   a. the drainage and regional storm detention property (designated Exhibit C),

   b. the street right-of-way property (designated Exhibit D), and

   c. the building and related parking tract (designated Exhibit E).

2. **Description of the City Property**. The parties agree that the City Property is as described in Exhibit B ("City Property").

3. **Conveyances of Tracts Shown on Exhibits C and D; Conditional Reimbursement**.

a. Conveyance of Land for Drainage and Regional Storm Detention. County shall convey to City the Tract shown on Exhibit C. City will use this Tract for drainage and regional detention purposes and other purposes in connection with alleviating flooding and drainage problems within the area surrounding this Tract. City or its assigns shall be responsible for any construction necessary to create the drainage and regional detention on this Tract and be responsible for continued maintenance of such facilities when constructed. The conveyance shall be completed and delivered to City within sixty (60) days from the Effective Date of this Agreement.

b. Conveyance of Land for Street. In order to improve the transportation infrastructure in the vicinity of the Co-Op Property, it is advisable to provide an extension of Live Oak Street across the County's Tract shown on Exhibit D. The County agrees to convey to the City this Tract for street right-of-way purposes (together with use of the right-of-way for sidewalks, utilities, drainage and other street related purposes), the right-of-way shown on Exhibit D. City or its assigns shall be responsible for any construction necessary to create the extension of Live Oak Street across this Tract and be responsible for continued maintenance of such facilities and improvements when constructed. The dedication of the right-of-way shall be accomplished by delivery of a special warranty deed acceptable to City and County on or before sixty (60) days from the Effective Date of this Agreement.

c. Value of Tracts Shown on Exhibits C and D; Conditional Reimbursement. The City agrees and acknowledges the value of the contribution of the Tracts shown on Exhibits C and D, as of the Effective Date of this Agreement, is $105,963.00. If on or before July 1, 2018, the City or its assigns does not complete construction of the drainage and regional detention improvements on the Tract shown on Exhibit C and the extension of Live Oak Street across the Tract shown on Exhibit D (subject to delays caused by weather, contractor bidding or contractor performance), as such projects are described in a Project Plan for the Hutto Reinvestment Zone Number One, the City shall reimburse the County the value of Tracts shown on Exhibits C and D, to-wit $105,963.00, within sixty (60) days after said date.

4. **Exchange of Property and Payment of Funds**. Subject to any conditions set out in this Agreement, the parties agree to the following terms and conditions relating to the exchange of the County's Tract described on Exhibit E for the City Property and the City's payment of funds to the County relating to such exchange:

a. The City shall convey to the County fee simple title of the City Property, no later than one-hundred eighty (180) days after the Effective Date of this Agreement; and

b. The County shall convey to the City fee simple title of the County's tract described in Exhibit E, no later than one-hundred eighty (180) days after the Effective Date of this Agreement; and

c. Upon conveyance of the County's tract described in Exhibit E to City, City shall pay **$1,341,037.00** to the County. The City's said payment amount has been calculated and determined based on the following:

1. The amount of **$1,854,037.00**, being the appraised value amount of the County's Tract described in Exhibit E as of September 28, 2017 (not including the properties shown on Exhibits C and D);
2. PLUS, County's moving expenses of **$70,000.00**; and
3. LESS **$583,000.00**, being the appraised value amount of the City's Property as of November 17, 2017; and

d. The City's Property and County's tract described in Exhibit E must be conveyed to the respective other Party, free and clear of any liens or encumbrances, and free from any restrictions or other title matters that would prohibit the use of the City's Property or the County's tract as described in Exhibit E for the respective parties intended purposes, which shall include but not be limited to use for purposes of a government office building or any other type of lawful private business purpose; and

e. County shall execute a special warranty deed to the City conveying the County's tract described in Exhibit E and the City shall execute a special warranty deed to the County conveying the City Property. The exchange, closing and payment of funds by City to County shall occur no later than one-hundred eighty (180) days after the Effective Date of this Agreement ("Closing").

f. **In the event each of the conditions set out in this Paragraph 4 are not fully complied with, satisfied and performed, the obligations of both parties under this Paragraph 4 shall terminate and the provisions of this Paragraph 4 shall be of no further force and effect with regard to either party; provided, however, City shall remain obligated to complete construction of the drainage and regional detention improvements on the Tract shown on Exhibit C and the extension of Live Oak Street across the Tract shown on Exhibit D or otherwise reimburse the County for the value the Tracts, as set out in Paragraph 3 above.**

5. **Inspection of City's Property and County's Tract C-1**. Within sixty (60) days from the Effective Date of this Agreement, County shall have the right to conduct inspections of City's Property and City shall have the right to conduct inspections of the County's tract described in Exhibit E ("Due Diligence Period"). Said inspections may include structural and environmental inspections and reports as may be deemed necessary by either party. If either party determines, in its sole discretion, before the expiration of the Due Diligence Period that the City's Property or County's tract as described in Exhibit E, whichever the case may be, is unacceptable for the respective party's purposes, such respective party shall have the right to terminate its obligation to convey pursuant to Paragraph 4 of this Agreement by giving to the other party notice of same before the expiration of the Due Diligence Period. In the event a party terminates its obligations to convey its respective property, the obligations of each party under Paragraph 4 shall be of no further force

and effect with regard to the either party; provided, however, the obligations of the parties under Paragraph 3 of this Agreement shall continue in full force and effect.

6. **Time for Vacation and Occupancy of Buildings**. City agrees that it will cause the City Property to be vacated by the City no later than the date of Closing. City shall notify County upon the date of vacation of the City Property and the County may remove its personal property from the County's building and transfer its personal property to the City Property. Such vacation and transfer shall be completed within a period of sixty (60) days after City notification to County.

7. **Title Policy and Survey**. Each party agrees that it will furnish the other with a title insurance policy in the amount of the value of the property being conveyed or exchanged and a current survey of the property. City shall be responsible for ordering the title policies and surveys.

8. **Reasonable Value; Current Funds**. The parties agree that the value of the properties being exchanged represent a reasonable current market value of each property. The parties also agree that all funds being used in connection with this exchange are current funds duly appropriated by the parties using the funds.

9. **Notices**. All notices, demands and requests, which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

Williamson County
Attention: Williamson County Judge
Dan A. Gattis
710 Main Street, Suite 101
Georgetown, Texas 78626

City of Hutto
Attn: City Manager
401 W. Front Street
Hutto, Texas 78634

10. **Miscellaneous Provisions**.

a. No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

b. No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the parties.

c. Amendment. Amendment of this Agreement may only be by mutual written consent of the parties.

d. Governing Law and Venue. The parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

e. Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

f. Approval. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

g. Assignment. Except as otherwise provided in this Agreement, a party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other party.

h. Non-Waiver. A party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

i. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

j. Severability. The parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

k. Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

l. Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

Dated to be effective this the _____ day of _____, 20___ ("Effective Date").

WILLIAMSON COUNTY, TEXAS

By: _____
Name: _____
County Judge

CITY OF HUTTO, TEXAS

By: _____
Name: Odis Jones, City Manager

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 4.4341 ACRES (193,150 SQUARE FEET) OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 4.43 ACRE TRACT CONVEYED TO THE WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOTS 23 & 24 BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAID 4.4341 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with illegible cap found in the common line of said Lots 23 and 24, and being in the west line of a called 8.62 acre tract conveyed to the City of Hutto in Document No. 2008077696 (O.P.R.W.C.T.), and being at the southeast corner of a called 2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the northeast corner of said Williamson County tract, and being in the east line of a called 10-foot drainage easement dedicated in said Hutto Square Commercial Lots, for the northeast corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "RJ" cap found in the south line of Lot 15, Block A, Hutto Square Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of said WLD Petersen tract, and being the common north corner of Lots 23 and 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said City of Hutto tract bears, N05°40'42"E, a distance of 284.77 feet;

THENCE, with the common line of said Lots 23 and 24, and with the common line of said City of Hutto tract and said Williamson County tract, the following five (5) courses and distances:

1) **S05°40'42"W,** a distance of **280.97** feet to a disturbed 1/2-inch iron rod found for an angle point hereof,
2) **S08°47'04"W,** a distance of **165.24** fee to a 3/8-inch iron rod found for an angle point hereof,
3) **S50°12'36"W,** a distance of **51.90** feet to a 3/8-inch iron rod found for an angle point hereof,
4) **S85°44'08"W,** a distance of **56.46** feet to a 3/8-inch iron rod found for an angle point hereof,
5) **N39°26'52"W,** a distance of **122.95** feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof;

THENCE, leaving the common line of said Lots 23 & 24, with the south line of said Williamson County tract, in part with the north line of said City of Hutto tract, in part with the north line of Lot 14, the Hutto Exchange, a subdivision recorded in Cabinet G, Slides 185-86 (P.R.W.C.T.), and in part with the south line of said Lot 23, **N83°05'40"W,** passing at a distance of 126.51 feet, a 1/2-inch iron rod with illegible cap found at the common north corner of said Lot 14 and said City of Hutto tract, and being an angle point in the west line of said Lot 23, and continuing for a total distance of **262.86** feet to a 1/2-inch iron rod with "RJ" cap found for the southwest corner hereof, said point being at a corner in the east right-of-way line of Exchange Boulevard (right-of-way varies), and being in the north line of said Lot 14, and being the southwest corner of said Williamson County tract, and being a southwest corner of said Lot 23, from which a chiseled "X" found in concrete at a corner in the east right-of-way line of said Exchange Boulevard, and being the northwest corner of said Lot 14 bears, N83°05'40"W, a distance of 5.40 feet;

THENCE, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract, and in part with the west lines of said Lots 23 & 24, the following four (4) courses and distances:

1) **25.84** Feet along the arc of a curve to the left, having a radius of **435.00** feet, and a chord which bears **N07°40'10"E**, a distance of **25.83** feet to a 1/2-inch iron rod with "RJ" cap found for a point of tangency hereof,
2) **N05°38'31"E**, a distance of **151.41** feet to a 1/2-inch iron rod with "RJ" cap found for a point of curvature hereof,
3) **134.63** Feet along the arc of a curve to the right, having a radius of **1,965.00** feet, and a chord which bears **N07°27'50"E**, a distance of **134.61** feet to a 1/2-inch iron rod found at a point of tangency hereof, and
4) **N09°32'37"E**, a distance of **97.41** feet to a 1/2-inch iron rod with illegible cap found for the northwest corner hereof, said point being at the common west corner of said WLD Petersen tract and said Williamson County tract, and being in the west line of said Lot 24;

THENCE, leaving the east right-of-way line of said Exchange Boulevard and the west line of said Lot 24, with the common line of said WLD Petersen tract and said Williamson County tract, **S83°11'49"E**, a distance of **439.42** feet to the **POINT OF BEGINNING** and containing 4.4341 Acres (193,150 Square Feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627_County tract.dwg).

12/29/2017

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC



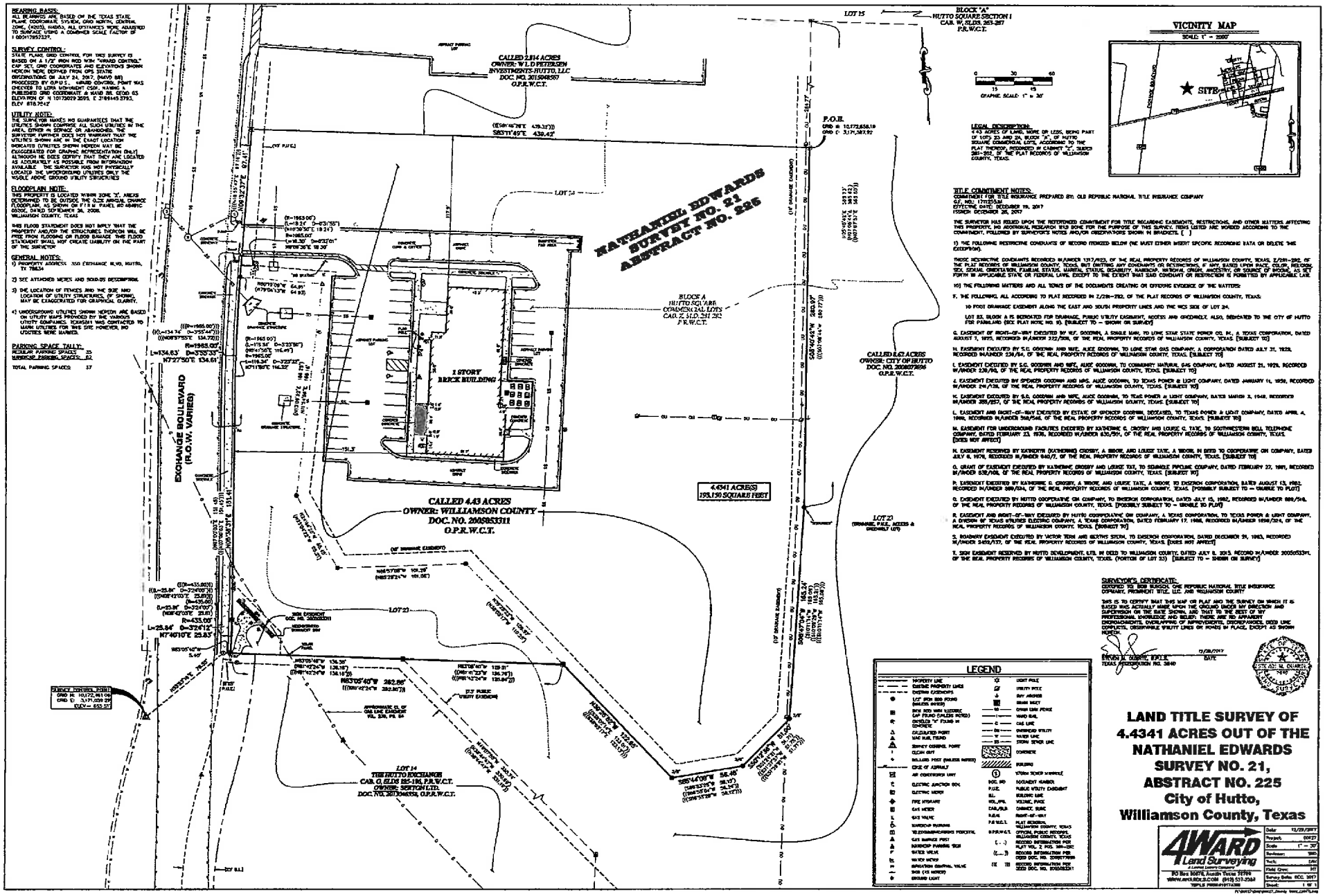

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83. ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011953237.
SURVEY CONTROL:
STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "GRADD CONTROL" CAP SET. GRID COORDINATES AND ELEVATIONS SHOWN HEREON WERE DERIVED FROM GPS STATIC OBSERVATIONS ON JULY 24, 2017. (NAD'83 88) PROCESSED BY O.P.U.S., GRADD CONTROL POINT WAS CHECKED TO LCRA MONUMENT CSOP, HAVING A PUBLISHED GRID COORDINATE & WAS BE GRID 83 ELEVATION OF N 10172029.2595, E 3169145.3793, ELEV 878.2542'
UTILITY NOTE:
THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES
FLOODPLAIN NOTE:
THIS PROPERTY IS LOCATED WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL #0048910 0030D, DATED SEPTEMBER 26, 2008, WILLIAMSON COUNTY, TEXAS
THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR
GENERAL NOTES:
1) PROPERTY ADDRESS: 500 EXCHANGE BLVD, HUTTO, TX 78634
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.
3) THE LOCATION OF FENCES AND THE SIZE AND LOCATION OF UTILITY STRUCTURES, OF SHOWN, MAY BE EXAGGERATED FOR GRAPHICAL CLARITY.
4) UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON UTILITY MAPS PROVIDED BY ARE VARIOUS UTILITY COMPANIES. TCM1991 WAS CONTRACTED TO MARK UTILITIES FOR THIS SITE HOWEVER, NO UTILITIES WERE MARKED.
PARKING SPACE TALLY:
REGULAR PARKING SPACES: 35
HANDICAP PARKING SPACES: 02
TOTAL PARKING SPACES: 37
SURVEY CONTROL POINT
GRID N: 10172,461.09
GRID E: 3,171,039.29
ELEV = 855.57'
CALLED 2.814 ACRES
OWNER: W.L.D PETERSEN INVESTMENTS-HUTTO, LLC
DOC. NO. 2015048557
O.P.R.W.C.T.
LOT 15
BLOCK "A"
HUTTO SQUARE SECTION I
CAB. W, SLIDE 265-267
P.R.W.C.T.
P.O.B.
GRID N: 10,172,858.18
GRID E: 3,171,582.92
S85°11'49"E 430.42'
NATHANIEL EDWARDS SURVEY NO. 21 ABSTRACT NO. 226
LOT 24
BLOCK A
HUTTO SQUARE COMMERCIAL LOTS
CAB. Z, SLD. 291, 292
P.R.W.C.T.
1 STORY BRICK BUILDING
EXCHANGE BOULEVARD (R.O.W. VARIES)
CALLED 0.42 ACRES
OWNER: CITY OF HUTTO
DOC. NO. 2006072696
O.P.R.W.C.T.
4.4341 ACRES
193,150 SQUARE FEET
CALLED 4.43 ACRES
OWNER: WILLIAMSON COUNTY
DOC. NO. 2005053311
O.P.R.W.C.T.
LOT 23
(DRAINAGE, P.U.E., ACCESS & DRAINAGE LOT)
LOT 14
THE HUTTO EXCHANGE
CAB. Q, SLDS 185-186, P.R.W.C.T.
OWNER: SERTON LTD.
DOC. NO. 2013046528, O.P.R.W.C.T.
S85°44'08"W 56.45'
S85°05'40"W 282.86'
N77°27'50"E 134.61'
L=134.63'
R=1965.00'
Δ=3°55'32"
VICINITY MAP
SCALE: 1" = 2000'
SITE
GRAPHIC SCALE: 1" = 30'
LEGAL DESCRIPTION:
4.43 ACRES OF LAND, MORE OR LESS, BEING PART OF LOTS 23 AND 24, BLOCK "A" OF HUTTO SQUARE COMMERCIAL LOTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN CABINET "Z", SLIDES 291-292, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.
TITLE COMMITMENT NOTES:
COMMITMENT FOR TITLE INSURANCE PREPARED BY: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
G.F. NO.: 17112553-A
EFFECTIVE DATE: DECEMBER 19, 2017
ISSUED: DECEMBER 28, 2017
THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO THE COMMITMENT. FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS ( )
10) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
F. THE FOLLOWING, ALL ACCORDING TO PLAT RECORDED IN Z/291-292, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS:
10 FOOT DRAINAGE EASEMENT ALONG THE EAST AND SOUTH PROPERTY LINES AND THE WCS SIDE OF LOT 24.
LOT 23, BLOCK A IS RESTRICTED FOR DRAINAGE, PUBLIC UTILITY EASEMENT, ACCESS AND GREENBELT. ALSO, DEDICATED TO THE CITY OF HUTTO FOR PARKLAND (SEE PLAT NOTE NO. 15). [SUBJECT TO – SHOWN ON SURVEY]
G. EASEMENT OF RIGHT-OF-WAY EXECUTED BY W.F. GOODNIN, A SINGLE MAN, TO LONE STAR STATE POWER CO. INC., A TEXAS CORPORATION, DATED AUGUST 7, 1925, RECORDED IN/UNDER 322/508, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
H. EASEMENT EXECUTED BY S.C. GOODNIN AND WIFE, ALICE GOODNIN, TO LONE STAR GAS COMPANY, A CORPORATION DATED JULY 31, 1928, RECORDED IN/UNDER 238/64, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
I. EASEMENT EXECUTED BY S.C. GOODNIN AND WIFE, ALICE GOODNIN, TO COMMUNITY NATURAL GAS COMPANY, DATED AUGUST 21, 1928, RECORDED IN/UNDER 238/64, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
J. EASEMENT EXECUTED BY SPENCER GOODNIN AND MRS. ALICE GOODNIN, TO TEXAS POWER & LIGHT COMPANY, DATED JANUARY 14, 1930, RECORDED IN/UNDER 246/428, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
K. EASEMENT EXECUTED BY S.C. GOODNIN AND WIFE, ALICE GOODNIN, TO TEXAS POWER & LIGHT COMPANY, DATED MARCH 3, 1948, RECORDED IN/UNDER 388/257, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
L. EASEMENT AND RIGHT-OF-WAY EXECUTED BY ESTATE OF SPENCER GOODNIN, DECEASED, TO TEXAS POWER & LIGHT COMPANY, DATED APRIL 4, 1998, RECORDED IN/UNDER 368/546, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
M. EASEMENT FOR UNDERGROUND FACILITIES EXECUTED BY KATHERINE G. CROSBY AND LOUISE G. TATE, TO SOUTHWESTERN BELL TELEPHONE COMPANY, DATED FEBRUARY 23, 1976, RECORDED IN/UNDER 630/501, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]
N. EASEMENT RESERVED BY KATHERYN (KATHERINE) CROSBY, A WIDOW, AND LOUISE TATE, A WIDOW, IN DEED TO COOPERATIVE GIN COMPANY, DATED JULY 8, 1976, RECORDED IN/UNDER 640/7, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
O. GRANT OF EASEMENT EXECUTED BY KATHERINE CROSBY AND LOUISE TAT, TO SOUTHSIDE PIPELINE COMPANY, DATED FEBRUARY 27, 1981, RECORDED IN/UNDER 838/408, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
P. EASEMENT EXECUTED BY KATHERINE G. CROSBY, A WIDOW, AND LOUISE TATE, A WIDOW TO ENTERGY CORPORATION, DATED AUGUST 13, 1982, RECORDED IN/UNDER 998/564, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [POSSIBLY SUBJECT TO – UNABLE TO PLOT]
Q. EASEMENT EXECUTED BY HUTTO COOPERATIVE GIN COMPANY, TO ENTERGY CORPORATION, DATED JULY 15, 1982, RECORDED IN/UNDER 886/548, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [POSSIBLY SUBJECT TO – UNABLE TO PLOT]
R. EASEMENT AND RIGHT-OF-WAY EXECUTED BY HUTTO COOPERATIVE GIN COMPANY, A TEXAS CORPORATION, TO TEXAS POWER & LIGHT COMPANY, A DIVISION OF TEXAS UTILITIES ELECTRIC COMPANY, A TEXAS CORPORATION, DATED FEBRUARY 17, 1988, RECORDED IN/UNDER 1898/324, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]
S. ROADWAY EASEMENT EXECUTED BY VICTOR TERK AND BERTHA STERK, TO ENTERGY CORPORATION, DATED DECEMBER 29, 1983, RECORDED IN/UNDER 2452/137, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]
T. SIGN EASEMENT RESERVED BY HUTTO DEVELOPMENT, LTD. IN DEED TO WILLIAMSON COUNTY, DATED JULY 8, 2015, RECORD IN/UNDER 2005053391, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (PORTION OF LOT 23) [SUBJECT TO – SHOWN ON SURVEY]
SURVEYOR'S CERTIFICATE:
CERTIFIED TO: BOB BURSON, ONE REPUBLIC NATIONAL TITLE INSURANCE COMPANY, PROMINENT TITLE, LLC, AND WILLIAMSON COUNTY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON THE DATE SHOWN, AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THERE ARE NO APPARENT ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, DISCREPANCIES, CONFLICTS, OBSERVABLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON.
BYRON M. DUBOIS, R.P.L.S.
TEXAS REGISTRATION NO. 5840
11/28/2017
DATE
LEGEND
PROPERTY LINE
EXISTING PROPERTY LINES
EASEMENT LINES
LOT IRON ROD FOUND (UNLESS NOTED)
IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
CALCULATED POINT
MAG NAIL FOUND
SURVEY CONTROL POINT
CLOSE OUT
CURB OF ASPHALT
AIR CONDITIONER UNIT
ELECTRIC JUNCTION BOX
ELECTRIC METER
FIRE HYDRANT
GAS METER
GAS VALVE
HANDICAP PARKING
TELECOMMUNICATIONS PEDESTAL
GAS MARKER POST
HANDICAP PARKING SIGN
WATER VALVE
WATER METER
IRRIGATION CONTROL VALVE
TREE (AS NOTED)
GROUND LIGHT
LIGHT POLE
UTILITY POLE
GUY ANCHOR
BRICK WALL
CHAIN LINK FENCE
WOOD RAIL
CMS LINE
OVERHEAD UTILITY
WATER LINE
STORM SEWER LINE
CONCRETE
BUILDING
VICTORIA SCHOOL OF MINERALS
POC, MP
DOCUMENT NUMBER
P.U.E.
PUBLIC UTILITY EASEMENT
B.L.
BUILDING LINE
VOL./PG.
VOLUME, PAGE
CAB./SLD.
CABINET, SLIDE
R.O.W.
RIGHT-OF-WAY
PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.
OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(. .)
RECORD INFORMATION PER PLAT VOL. 2, PGS. 291-292
((. .))
RECORD INFORMATION PER DEED DOC. NO. 2006072696
RECORD INFORMATION PER DEED DOC. NO. 9008053261
LAND TITLE SURVEY OF 4.4341 ACRES OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225 City of Hutto, Williamson County, Texas
4WARD Land Surveying
A Limited Liability Company
PO Box 90815, Austin Texas 78709
www.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10173400
Date: 11/28/2017
Project: 00127
Scale: 1" = 30'
Reviewer: BMD
Tech: DAH
Field Crew: MT
Survey Date: DEC. 2017
Sheet: 1 OF 1

EXHIBIT "B"

Two condominium units located at 321 Ed Schmidt Boulevard, Hutto, Williamson County, Texas, consisting of Unit 200 (1,422 square feet) and Unit 400 (1,512 square feet), Williamson County Appraisal District Parcel Nos. R499051; R-114-1996-0000-020 (Unit 200) and R499054; R-14-1996-0000-0400 (Unit 400).

(Drainage Easement)
Nathaniel Edwards Survey No. 21, Abstract No. 225

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.2110 ACRE (9,190 SQUARE FEET) OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOTS 23 & 24 BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAID 0.2110 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2-inch iron rod with illegible cap found in the common line of said Lots 23 and 24, and being in the west line of a called 8.62 acre tract conveyed to the City of Hutto in Document No. 2008077696 (O.P.R.W.C.T.), and being at the southeast corner of a called 2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the northeast corner of said Williamson County tract, and being in the east line of a called 10-foot drainage easement dedicated in said Hutto Square Commercial Lots, from which a 1/2-inch iron rod with "RJ" cap found in the south line of Lot 15, Block A, Hutto Square Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of said WLD Petersen tract, and being the common north corner of Lots 23 and 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said City of Hutto tract bears, N05°40'42"E, a distance of 284.77 feet;

THENCE, leaving the common line of said Lots 23 and 24 and the common line of said City of Hutto tract and said Williamson County tract, and east line of said 10-foot drainage easement, over and across said Lot 24, said Williamson County tract and said 10-foot drainage easement, S17°01'46"W, a distance of 50.81 feet to a calculated point in the west line of said 10-foot drainage easement, for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, continuing over and across said Lot 24 and said Williamson County tract, with the west line of said 10-foot drainage easement, **S05°40'42"W,** a distance of **229.35** feet to a calculated point for the southeast corner hereof, from which a disturbed 1/2-inch iron rod found at an angle point in the common line of said Lots 23 and 24, and being the common line of said City of Hutto tract and said Williamson County tract, and being the east line of said 10-foot drainage easement bears, S74°06'18"E, a distance of 10.16 feet;

THENCE, leaving the west line of said 10-foot drainage easement, continuing over and across said Lot 24 and said Williamson County tract, the following three (3) courses and distances:

1) **N84°19'18"W,** a distance of **40.00** feet to a calculated point for the southwest corner hereof,
2) **N05°40'42"E,** a distance of **230.14** feet to a calculated point for the northwest corner hereof, and
3) **S83°11'49"E,** a distance of **40.01** feet to the **POINT OF BEGINNING** and containing 0.2110 Acre (9,190 Square Feet) of land, more or less.

EXHIBIT "C," Page 2

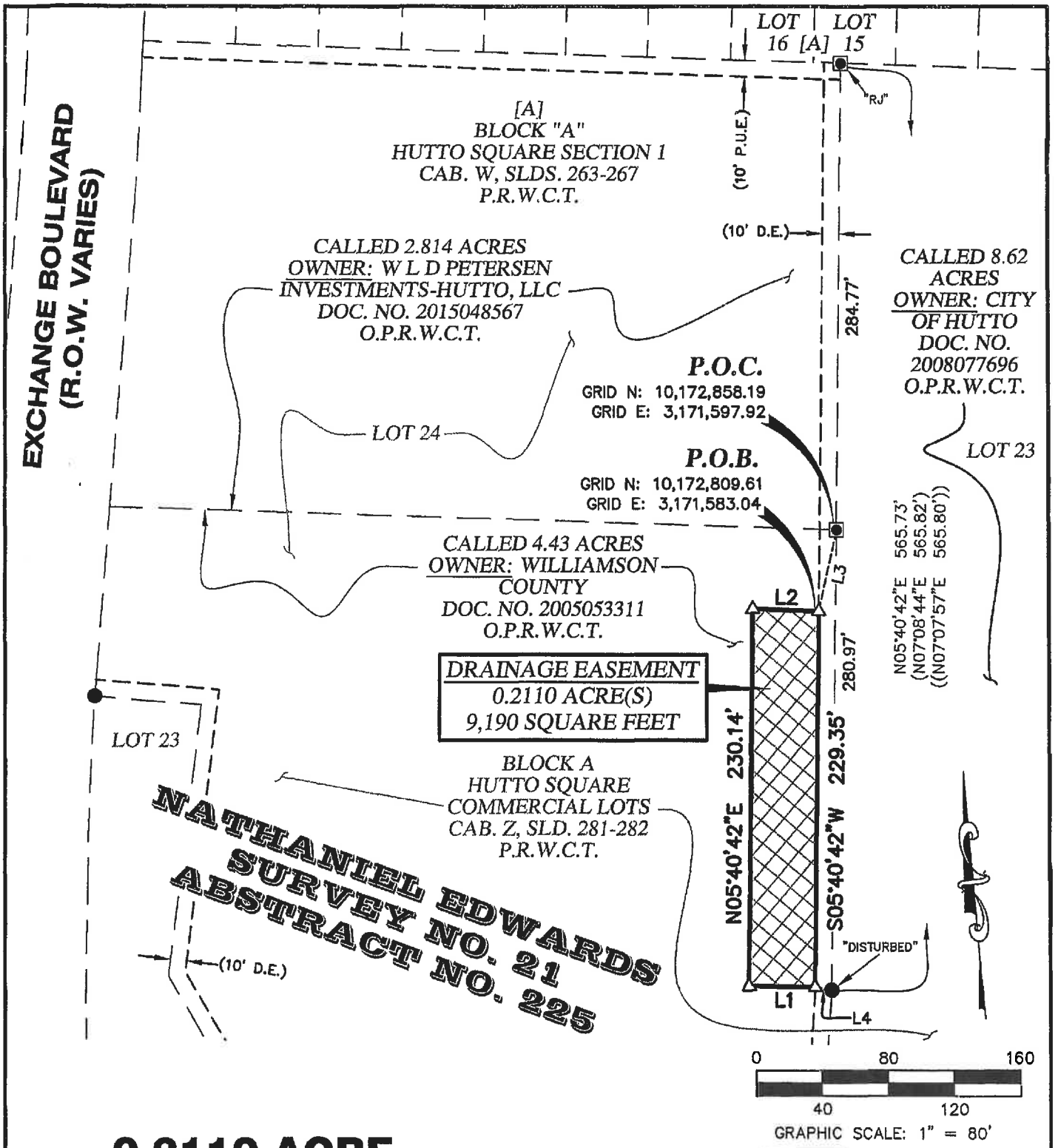
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627_drainage easement.dwg).

12/29/2017

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC





0.2110 ACRE DRAINAGE EASEMENT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
Project:	00627
Scale:	1" = 80'
Reviewer:	SMD
Tech:	BP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 2

P:\00627\Dwg\00627_Drainage Easement (2017).dwg

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N84°19'18"W	40.00'
L2	S83°11'49"E	40.01'
L3	S17°01'46"W	50.81'
L4	S74°06'18"E	10.16'

LEGEND

———	PROPOSED EASEMENT LINE
— — —	EXISTING PROPERTY LINES
- - - -	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
▣	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
△	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT VOL. Z PGS. 281-282
((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696

STATE OF TEXAS
REGISTERED
STEVEN M. DUARTE
5940
PROFESSIONAL
LAND SURVEYOR

12/29/2017

0.2110 ACRE DRAINAGE EASEMENT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
Project:	00627
Scale:	1" = 80'
Reviewer:	SMD
Tech:	BP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	2 OF 2

P:\00627\Dwg\00627_Drainage Easement (2017).dwg

(Access Easement)
Nathaniel Edwards Survey No. 21, Abstract No. 225

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.5063 ACRE (22,056 SQUARE FEET) OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOTS 23 & 24 BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAID 0.5063 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with illegible cap found in the common line of said Lots 23 and 24, and being in the west line of a called 8.62 acre tract conveyed to the City of Hutto in Document No. 2008077696 (O.P.R.W.C.T.), and being at the southeast corner of a called 2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the northeast corner of said Williamson County tract, for the northeast corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "RJ" cap found in the south line of Lot 15, Block A, Hutto Square Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of said WLD Petersen tract, and being the common north corner of Lots 23 and 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said City of Hutto tract bears, N05°40'42"E, a distance of 284.77 feet;

THENCE, with the common line of said Lots 23 and 24, and with the common line of said City of Hutto tract and said Williamson County tract, **S05°40'42"W,** a distance of **50.01** feet to a calculated point for the southeast corner hereof, from which a disturbed 1/2-inch iron rod found at an angle point in the common line of said Lots 23 and 24, and being the common line of said City of Hutto tract and said Williamson County tract bears, S05°40'42"W, a distance of 230.96 feet;

THENCE, leaving the common line of said Lots 23 and 24, and being the common line of said City of Hutto tract and said Williamson County tract, over and across said Lot 24 and said Williamson County tract, **N83°11'49"W,** a distance of **442.80** feet to a calculated point for the southwest corner hereof, said point being in the east right-of-way line of Exchange Boulevard (right-of-way varies), and being in the west line of said Lot 24 and said Williamson County tract, from which a 1/2-inch iron rod found in the curving east right-of-way line of said Exchange Boulevard, and being the west line of said Williamson County tract, and being at a common west corner of said Lots 23 and 24 bears, S09°32'37"W, a distance of 47.35 feet, and 18.30 feet along the arc of a curve to the left, having a radius of 1,965.00 feet, and a chord which bears S09°09'36"W, a distance of 18.30 feet;

THENCE, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract and said Lot 24, **N09°32'37"E,** a distance of **50.06** feet to a 1/2-inch iron rod with illegible cap found for the northwest corner hereof, said point being at the common west corner of said WLD Petersen tract and said Williamson County tract, from which a 1/2-inch iron rod with illegible cap found at a point of curvature in the east right-of-way line of said Exchange Boulevard, and being the west line of said Lot 24 and said WLD Petersen tract bears, N09°32'37"E, a distance of 188.03 feet;

THENCE, leaving the east right-of-way line of said Exchange Boulevard and the west line of said Lot 24, with the common line of said WLD Petersen tract and said Williamson County tract, **S83°11'49"E**, a distance of **439.42** feet to the **POINT OF BEGINNING** and containing 0.5063 Acre (22,056 Square Feet) of land, more or less.

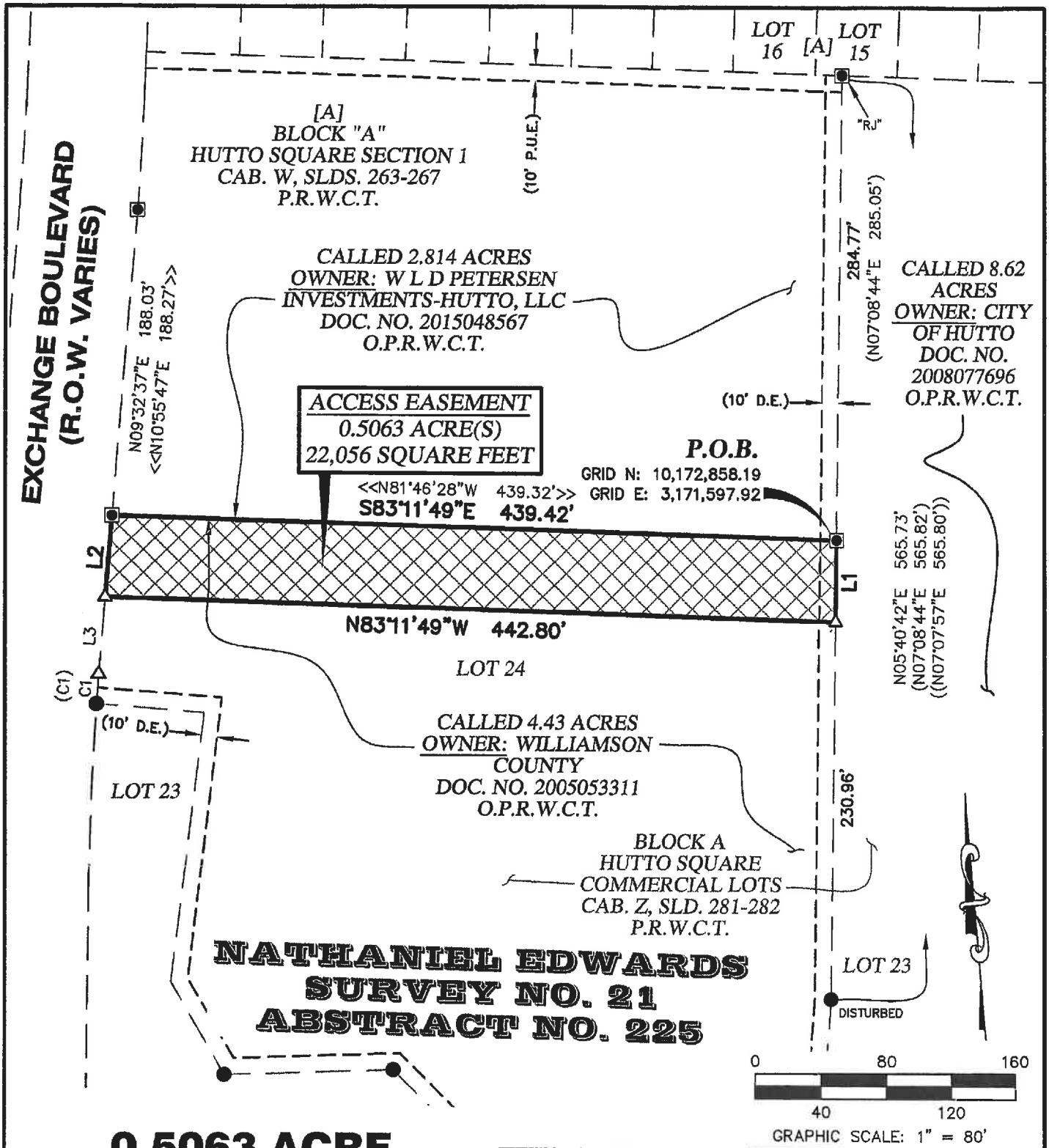
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627_access easement.dwg).

12/29/2017

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC





0.5063 ACRE ACCESS EASEMENT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
Project:	00627
Scale:	1" = 80'
Reviewer:	SMD
Tech:	BP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 2

P:\00627\Dwg\00627_Access Easement (2017).dwg

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LEGEND

———	PROPOSED EASEMENT LINE
— ——— —	EXISTING PROPERTY LINES
— — — — —	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
▣	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
△	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT VOL. Z PGS. 281-282
((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2015048567

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S05°40'42"W	50.01'
L2	N09°32'37"E	50.06'
L3	N09°32'37"E	47.35'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	18.30'	1,965.00'	0°32'01"	S09°09'36"W	18.30'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
(C1)	[18.24']	[1,965.00']	[0°31'55"]	[S10°39'50"W]	[18.24']

12/29/2017

STATE OF TEXAS
REGISTERED
STEVEN M. DUARTE
5940
PROFESSIONAL
LAND SURVEYOR

0.5063 ACRE ACCESS EASEMENT City of Hutto, Williamson County, Texas

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Sheet:	2 OF 2

P:\00627\Dwg\00627_Access Easement (2017).dwg

EXHIBIT "E"

Legal Description

A certain 4.43-acre tract of land in Williamson County, Texas, according to Exhibit A, pages 1 through 3, attached hereto, save and except a tract conveyed for drainage purposes and described on Exhibit B, pages 1 through 4, and a tract conveyed for right-of-way purposes described on Exhibit C, pages 1 through 4.

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
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jward@4wardls.com
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Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 4.4341 ACRES (193,150 SQUARE FEET) OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 4.43 ACRE TRACT CONVEYED TO THE WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOTS 23 & 24 BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAID 4.4341 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with illegible cap found in the common line of said Lots 23 and 24, and being in the west line of a called 8.62 acre tract conveyed to the City of Hutto in Document No. 2008077696 (O.P.R.W.C.T.), and being at the southeast corner of a called 2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the northeast corner of said Williamson County tract, and being in the east line of a called 10-foot drainage easement dedicated in said Hutto Square Commercial Lots, for the northeast corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "RJ" cap found in the south line of Lot 15, Block A, Hutto Square Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of said WLD Petersen tract, and being the common north corner of Lots 23 and 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said City of Hutto tract bears, N05°40'42"E, a distance of 284.77 feet;

THENCE, with the common line of said Lots 23 and 24, and with the common line of said City of Hutto tract and said Williamson County tract, the following five (5) courses and distances:

1) **S05°40'42"W**, a distance of **280.97** feet to a disturbed 1/2-inch iron rod found for an angle point hereof,
2) **S08°47'04"W**, a distance of **165.24** fee to a 3/8-inch iron rod found for an angle point hereof,
3) **S50°12'36"W**, a distance of **51.90** feet to a 3/8-inch iron rod found for an angle point hereof,
4) **S85°44'08"W**, a distance of **56.46** feet to a 3/8-inch iron rod found for an angle point hereof,
5) **N39°26'52"W**, a distance of **122.95** feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof;

THENCE, leaving the common line of said Lots 23 & 24, with the south line of said Williamson County tract, in part with the north line of said City of Hutto tract, in part with the north line of Lot 14, the Hutto Exchange, a subdivision recorded in Cabinet G, Slides 185-86 (P.R.W.C.T.), and in part with the south line of said Lot 23, **N83°05'40"W**, passing at a distance of 126.51 feet, a 1/2-inch iron rod with illegible cap found at the common north corner of said Lot 14 and said City of Hutto tract, and being an angle point in the west line of said Lot 23, and continuing for a total distance of **262.86** feet to a 1/2-inch iron rod with "RJ" cap found for the southwest corner hereof, said point being at a corner in the east right-of-way line of Exchange Boulevard (right-of-way varies), and being in the north line of said Lot 14, and being the southwest corner of said Williamson County tract, and being a southwest corner of said Lot 23, from which a chiseled "X" found in concrete at a corner in the east right-of-way line of said Exchange Boulevard, and being the northwest corner of said Lot 14 bears, N83°05'40"W, a distance of 5.40 feet;

THENCE, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract, and in part with the west lines of said Lots 23 & 24, the following four (4) courses and distances:

1) **25.84** Feet along the arc of a curve to the left, having a radius of **435.00** feet, and a chord which bears **N07°40'10"E**, a distance of **25.83** feet to a 1/2-inch iron rod with "RJ" cap found for a point of tangency hereof,
2) **N05°38'31"E**, a distance of **151.41** feet to a 1/2-inch iron rod with "RJ" cap found for a point of curvature hereof,
3) **134.63** Feet along the arc of a curve to the right, having a radius of **1,965.00** feet, and a chord which bears **N07°27'50"E**, a distance of **134.61** feet to a 1/2-inch iron rod found at a point of tangency hereof, and
4) **N09°32'37"E**, a distance of **97.41** feet to a 1/2-inch iron rod with illegible cap found for the northwest corner hereof, said point being at the common west corner of said WLD Petersen tract and said Williamson County tract, and being in the west line of said Lot 24;

THENCE, leaving the east right-of-way line of said Exchange Boulevard and the west line of said Lot 24, with the common line of said WLD Petersen tract and said Williamson County tract, **S83°11'49"E**, a distance of **439.42** feet to the **POINT OF BEGINNING** and containing 4.4341 Acres (193,150 Square Feet) of land, more or less.

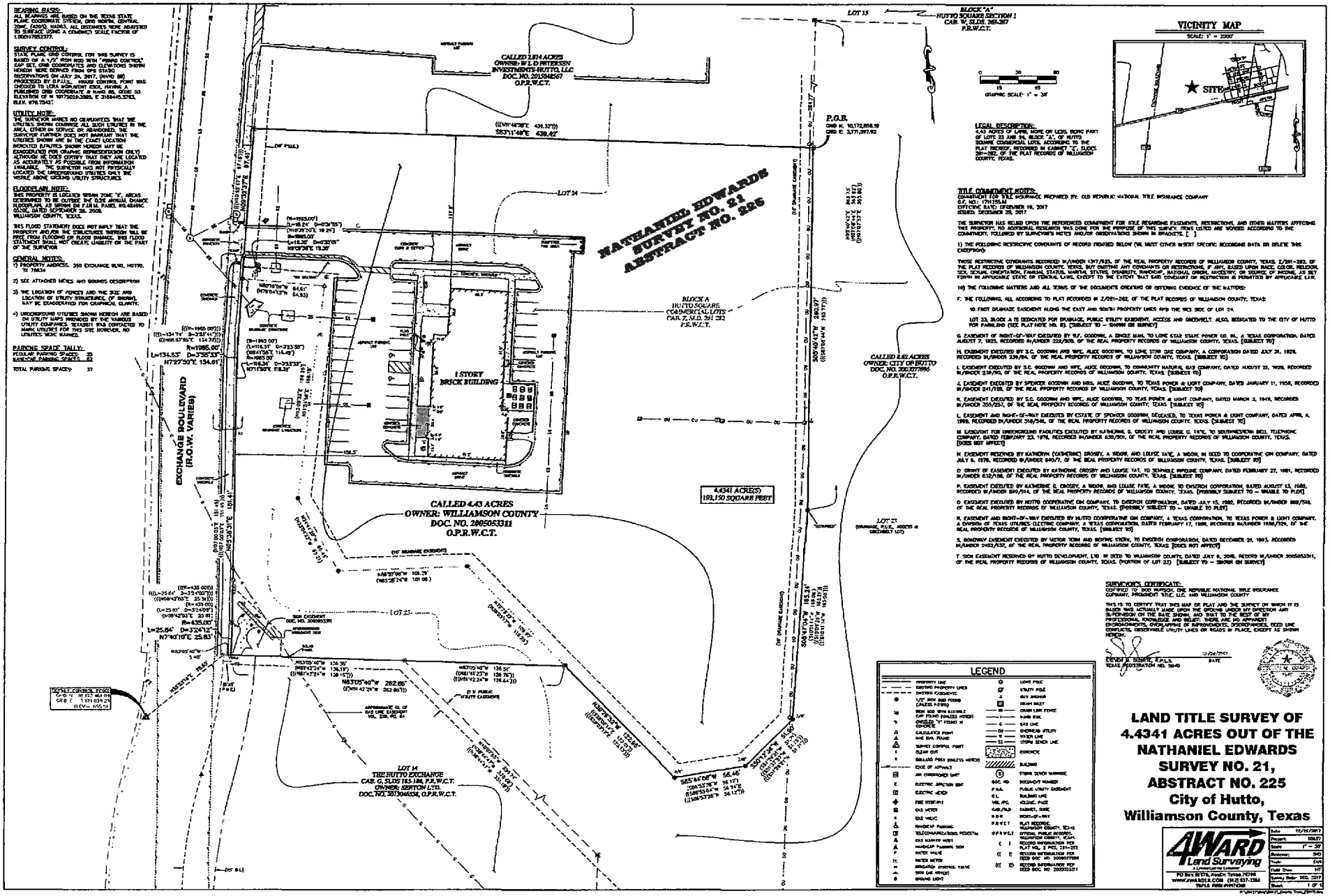
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627_County tract.dwg).

12/29/2017

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC




BEARING BASIS:
SURVEY CONTROL:
UTILITY NOTE:
FLOODPLAIN NOTE:
GENERAL NOTES:
PARKING SPACE TALLY:
REGULAR PARKING SPACES: 35
HANDICAP PARKING SPACES: 02
TOTAL PARKING SPACES= 37
LOT 15
BLOCK "A"
HUTTO SQUARE SECTION 1
CAB. W, SLDS. 265-267
P.R.W.C.T.
CALLED 1.614 ACRES
OWNER: W.L.D PATTERSON INVESTMENTS-HUTTO, LLC
DOC.NO. 2015048567
O.P.R.W.C.T.
P.O.B.
GRID N: 10,172,858.19
GRID E: 3,371,397.92
S83°11'48"E 439.42'
LOT 24
NATHANIEL EDWARDS SURVEY NO. 21 ABSTRACT NO. 225
BLOCK A HUTTO SQUARE COMMERCIAL LOTS CAB. Z, SLD. 281 282 P.R.W.C.T.
1 STORY BRICK BUILDING
EXCHANGE BOULEVARD (R.O.W. VARIES)
CALLED 0.65 ACRES OWNER: CITY OF HUTTO DOC. NO. 2003077690 O.P.R.W.C.T.
4.4341 ACRE(S) 193,150 SQUARE FEET
CALLED 4.43 ACRES OWNER: WILLIAMSON COUNTY DOC. NO. 2005053311 O.P.R.W.C.T.
LOT 23
LOT 14 THE HUTTO EXCHANGE CAB. G, SLDS 163-164, P.R.W.C.T. OWNER: KERTON LTD. DOC. NO. 2013046558, O.P.R.W.C.T.
SIGN EASEMENT DOC. NO. 2006053331
10' PUBLIC UTILITY EASEMENT
APPROXIMATE C.L. OF GAS LINE EASEMENT VOL. 336, PG. 84
TRIPOLT CONTROL POINT
N= 10,172,464.018
E= 3,371,039.29
ELEV.= 670.51
VICINITY MAP
SCALE: 1" = 2000'
SITE
GRAPHIC SCALE: 1" = 30'
LEGAL DESCRIPTION:
4.43 ACRES OF LAND, MORE OR LESS, BEING PART OF LOTS 23 AND 24, BLOCK "A", OF HUTTO SQUARE COMMERCIAL LOTS, ACCORDING TO THE PLAT RECKOT, RECORDED IN CABINET "Z", SLIDES 281-282, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.
TITLE COMMITMENT NOTES:
COMMITMENT FOR TITLE INSURANCE PREPARED BY: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
G.F. NO.: 17-11554-M
EFFECTIVE DATE: DECEMBER 18, 2017
ISSUED: DECEMBER 28, 2017
THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS. [ ]
I) THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD HEREIN BELOW (WE MUST EITHER INSERT SPECIFIC RECORDING DATA OR DELETE THIS EXCEPTION):
THOSE RESTRICTIVE COVENANTS RECORDED IN/UNDER 1317/833, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS; Z/281-282, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OF FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.
10) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
F. THE FOLLOWING, ALL ACCORDING TO PLAT RECORDED IN Z/281-282, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS:
10 FOOT DRAINAGE EASEMENT ALONG THE EAST AND SOUTH PROPERTY LINES AND THE WEST SIDE OF LOT 24.
LOT 23, BLOCK A IS DEDICATED FOR DRAINAGE, PUBLIC UTILITY EASEMENT, ACCESS AND GREENBELT. ALSO, DEDICATED TO THE CITY OF HUTTO FOR PARK AND (SEE PLAT NOTE NO. 8). [SUBJECT TO – SHOWN ON SURVEY]
G. EASEMENT OF RIGHT-OF-WAY EXECUTED BY R.F. GOODWIN, A SINGLE MAN, TO LONE STAR STATE POWER CO. NO. 2, A TEXAS CORPORATION, DATED AUGUST 7, 1923, RECORDED IN/UNDER 222/509, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
H. EASEMENT EXECUTED BY S.C. GOODWIN AND WIFE, ALICE GOODWIN, TO LONE STAR GAS COMPANY, A CORPORATION DATED JULY 31, 1928, RECORDED IN/UNDER 239/84, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
I. EASEMENT EXECUTED BY S.C. GOODWIN AND WIFE, ALICE GOODWIN, TO COMMUNITY NATURAL GAS COMPANY, DATED AUGUST 23, 1928, RECORDED IN/UNDER 239/90, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
J. EASEMENT EXECUTED BY SPENCER GOODWIN AND MRS. ALICE GOODWIN, TO TEXAS POWER & LIGHT COMPANY, DATED JANUARY 11, 1958, RECORDED IN/UNDER 241/128, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
K. EASEMENT EXECUTED BY S.C. GOODWIN AND WIFE, ALICE GOODWIN, TO TEXAS POWER & LIGHT COMPANY, DATED MARCH 3, 1948, RECORDED IN/UNDER 355/257, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
L. EASEMENT AND RIGHT-OF-WAY EXECUTED BY ESTATE OF SPENCER GOODWIN DECEASED, TO TEXAS POWER & LIGHT COMPANY, DATED APRIL 4, 1966, RECORDED IN/UNDER 518/544, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
M. EASEMENT FOR UNDERGROUND FACILITIES EXECUTED BY KATHERINE G. CROSBY AND LOUISE G. TATE, TO SOUTHWESTERN BELL TELEPHONE COMPANY, DATED FEBRUARY 23, 1978, RECORDED IN/UNDER 630/501, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]
N. EASEMENT RECORDED BY KATHERYN (CATHERINE) CROSBY, A WIDOW, AND LOUISE TATE, A WIDOW, IN DEED TO COOPERATIVE GIN COMPANY, DATED JULY 5, 1976, RECORDED IN/UNDER 840/7, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
O. GRANT OF EASEMENT EXECUTED BY KATHERINE CROSBY AND LOUISE TAT, TO SEMINOLE PIPELINE COMPANY, DATED FEBRUARY 27, 1981, RECORDED IN/UNDER 832/108, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
P. EASEMENT EXECUTED BY KATHERINE G. CROSBY, A WIDOW, AND LOUISE TATE, A WIDOW, TO ENSERCH CORPORATION, DATED AUGUST 13, 1980, RECORDED IN/UNDER 890/814, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [POSSIBLY SUBJECT TO – UNABLE TO PLOT]
Q. EASEMENT EXECUTED BY HUTTO COOPERATIVE GIN COMPANY, TO ENSERCH CORPORATION, DATED JULY 15, 1982, RECORDED IN/UNDER 988/538, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [POSSIBLY SUBJECT TO – UNABLE TO PLOT]
R. EASEMENT AND RIGHT-OF-WAY EXECUTED BY HUTTO COOPERATIVE GIN COMPANY, A TEXAS CORPORATION, TO TEXAS POWER & LIGHT COMPANY, A DIVISION OF TEXAS UTILITIES ELECTRIC COMPANY, A TEXAS CORPORATION, DATED FEBRUARY 17, 1986, RECORDED IN/UNDER 1686/329, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [SUBJECT TO]
S. BOUNDARY EASEMENT EXECUTED BY VICTOR TOM AND BERYNE STORK, TO ENSERCH CORPORATION, DATED DECEMBER 21, 1965, RECORDED IN/UNDER 2453/432, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]
T. SIGN EASEMENT RESERVED BY HUTTO DEVELOPMENT, LTD IN DEED TO WILLIAMSON COUNTY, DATED JULY 6, 2006, RECORD IN/UNDER 2005053331, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS. (PORTION OF LOT 23) [SUBJECT TO – SHOWN ON SURVEY]
SURVEYOR'S CERTIFICATE:
CERTIFIED TO: DOS RUMOS, ONE REPUBLIC NATIONAL TITLE INSURANCE COMPANY, PROMINENT STYLE, LLC, AND WILLIAMSON COUNTY
THIS IS TO CERTIFY THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT IS BASED WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON THE DATE SHOWN, AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THERE ARE NO APPARENT ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, DISCREPANCIES, OCCD LINE CONFLICTS, OBSERVABLE UTILITY LINES OR ROADS BY PLACE, EXCEPT AS SHOWN HEREON.
DEREK M. BISBEE, R.P.L.S.
TEXAS REGISTRATION NO. 5840
DATE
LEGEND
PROPERTY LINE
EXISTING PROPERTY LINES
EXISTING EASEMENTS
1/2" IRON ROD FOUND (UNLESS NOTED)
IRON ROD WITH ELECTRIC CAP FOUND (UNLESS NOTED)
CONCRETE "X" FOUND IN CONCRETE
CALCULATED POINT
MAG NAIL FOUND
SURVEY CONTROL POINT
CLEAN CUT
BALLARD POST (UNLESS NOTED)
EDGE OF ASPHALT
AIR CONDITIONER UNIT
ELECTRIC JUNCTION BOX
ELECTRIC METER
FIRE HYDRANT
GAS METER
GAS VALVE
HANDICAP PARKING
TELECOMMUNICATIONS PEDESTAL
GAS MARKER POST
HANDICAP PARKING SIGN
WATER VALVE
WATER METER
IRRIGATION CONTROL VALVE
SIGN (AS NOTED)
GROUND LIGHT
LIGHT POLE
UTILITY POLE
GUY ANCHOR
DRAIN INLET
CHAIN LINK FENCE
WOOD FENCE
GAS LINE
OVERHEAD UTILITY
WATER LINE
STORM SEWER LINE
CONCRETE
BUILDING
STORM SEWER MANHOLE
SANITARY SEWER MANHOLE
SSCO MH
SANITARY SEWER CLEAN-OUT
S.S.C.O.
PUBLIC UTILITY EASEMENT
P.U.E.
BOUNDARY LINE
B.L.
VOLUME, PAGE
VOL./PG.
CABINET, SLIDE
CAB./SLD.
RIGHT-OF-WAY
R.O.W.
PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.
OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.
RECORD INFORMATION PER PLAT VOL. 7, PGS. 281-282
RECORD INFORMATION PER DEED DOC. NO. 2006077690
RECORD INFORMATION PER DEED DOC. NO. 2005053331
LAND TITLE SURVEY OF 4.4341 ACRES OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225 City of Hutto, Williamson County, Texas
4WARD Land Surveying
PO Box 90705, Austin, Texas 78709
www.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300
Date: 12/28/2017
Project: 20617
Scale: 1" = 30'
Reviewer: DMB
Tech: DWH
Field Dates: MT
Survey Date: DEC. 2017
Sheet: 1 OF 1

(Drainage Easement)
Nathaniel Edwards Survey No. 21, Abstract No. 225

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(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.2110 ACRE (9,190 SQUARE FEET) OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOTS 23 & 24 BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAID 0.2110 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2-inch iron rod with illegible cap found in the common line of said Lots 23 and 24, and being in the west line of a called 8.62 acre tract conveyed to the City of Hutto in Document No. 2008077696 (O.P.R.W.C.T.), and being at the southeast corner of a called 2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the northeast corner of said Williamson County tract, and being in the east line of a called 10-foot drainage easement dedicated in said Hutto Square Commercial Lots, from which a 1/2-inch iron rod with "RJ" cap found in the south line of Lot 15, Block A, Hutto Square Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of said WLD Petersen tract, and being the common north corner of Lots 23 and 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said City of Hutto tract bears, N05°40'42"E, a distance of 284.77 feet;

THENCE, leaving the common line of said Lots 23 and 24 and the common line of said City of Hutto tract and said Williamson County tract, and east line of said 10-foot drainage easement, over and across said Lot 24, said Williamson County tract and said 10-foot drainage easement, S17°01'46"W, a distance of 50.81 feet to a calculated point in the west line of said 10-foot drainage easement, for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, continuing over and across said Lot 24 and said Williamson County tract, with the west line of said 10-foot drainage easement, **S05°40'42"W,** a distance of **229.35** feet to a calculated point for the southeast corner hereof, from which a disturbed 1/2-inch iron rod found at an angle point in the common line of said Lots 23 and 24, and being the common line of said City of Hutto tract and said Williamson County tract, and being the east line of said 10-foot drainage easement bears, S74°06'18"E, a distance of 10.16 feet;

THENCE, leaving the west line of said 10-foot drainage easement, continuing over and across said Lot 24 and said Williamson County tract, the following three (3) courses and distances:

1) **N84°19'18"W,** a distance of **40.00** feet to a calculated point for the southwest corner hereof,
2) **N05°40'42"E,** a distance of **230.14** feet to a calculated point for the northwest corner hereof, and
3) **S83°11'49"E,** a distance of **40.01** feet to the **POINT OF BEGINNING** and containing 0.2110 Acre (9,190 Square Feet) of land, more or less.

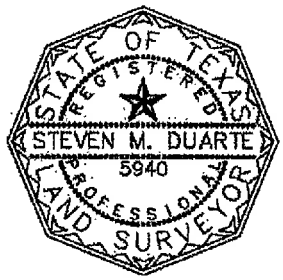
EXHIBIT "B," Page 2

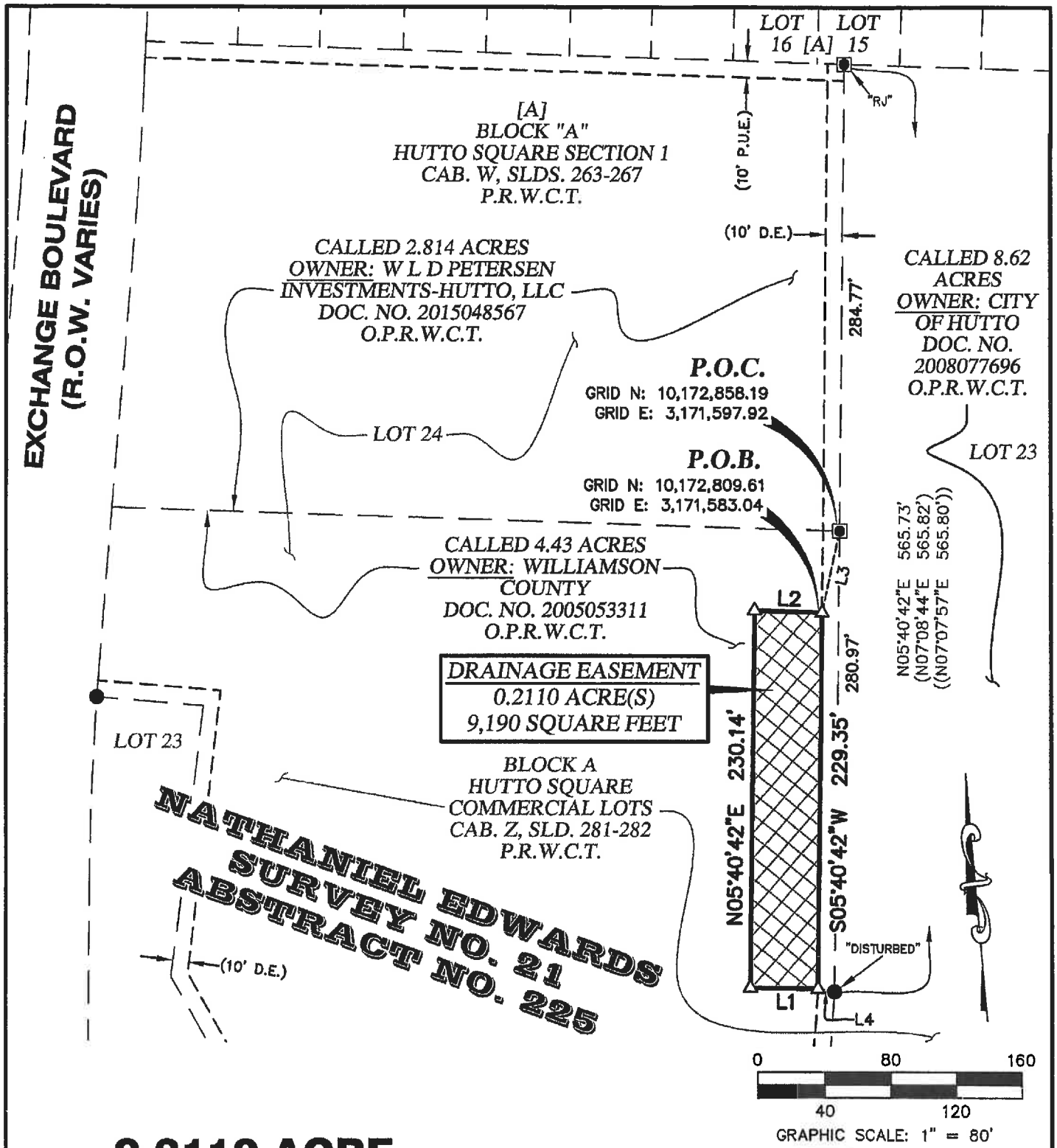
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627_drainage easement.dwg).

12/29/2017

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC





0.2110 ACRE DRAINAGE EASEMENT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
Project:	00627
Scale:	1" = 80'
Reviewer:	SMD
Tech:	BP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 2

P:\00627\Dwg\00627_Drainage Easement (2017).dwg

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LEGEND

———	PROPOSED EASEMENT LINE
— —— —	EXISTING PROPERTY LINES
– – – – –	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
◙	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
△	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT VOL. Z PGS. 281-282
((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N84°19'18"W	40.00'
L2	S83°11'49"E	40.01'
L3	S17°01'46"W	50.81'
L4	S74°06'18"E	10.16'

STATE OF TEXAS
REGISTERED
STEVEN M. DUARTE
5940
PROFESSIONAL
LAND SURVEYOR

12/29/2017

0.2110 ACRE DRAINAGE EASEMENT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
Project:	00627
Scale:	1" = 80'
Reviewer:	SMD
Tech:	BP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	2 OF 2

P:\00627\Dwg\00627_Drainage Easement (2017).dwg

EXHIBIT " C," Page 1

(Access Easement)
Nathaniel Edwards Survey No. 21, Abstract No. 225

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.5063 ACRE (22,056 SQUARE FEET) OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOTS 23 & 24 BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAID 0.5063 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with illegible cap found in the common line of said Lots 23 and 24, and being in the west line of a called 8.62 acre tract conveyed to the City of Hutto in Document No. 2008077696 (O.P.R.W.C.T.), and being at the southeast corner of a called 2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the northeast corner of said Williamson County tract, for the northeast corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "RJ" cap found in the south line of Lot 15, Block A, Hutto Square Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of said WLD Petersen tract, and being the common north corner of Lots 23 and 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said City of Hutto tract bears, N05°40'42"E, a distance of 284.77 feet;

THENCE, with the common line of said Lots 23 and 24, and with the common line of said City of Hutto tract and said Williamson County tract, **S05°40'42"W**, a distance of **50.01** feet to a calculated point for the southeast corner hereof, from which a disturbed 1/2-inch iron rod found at an angle point in the common line of said Lots 23 and 24, and being the common line of said City of Hutto tract and said Williamson County tract bears, S05°40'42"W, a distance of 230.96 feet;

THENCE, leaving the common line of said Lots 23 and 24, and being the common line of said City of Hutto tract and said Williamson County tract, over and across said Lot 24 and said Williamson County tract, **N83°11'49"W**, a distance of **442.80** feet to a calculated point for the southwest corner hereof, said point being in the east right-of-way line of Exchange Boulevard (right-of-way varies), and being in the west line of said Lot 24 and said Williamson County tract, from which a 1/2-inch iron rod found in the curving east right-of-way line of said Exchange Boulevard, and being the west line of said Williamson County tract, and being at a common west corner of said Lots 23 and 24 bears, S09°32'37"W, a distance of 47.35 feet, and 18.30 feet along the arc of a curve to the left, having a radius of 1,965.00 feet, and a chord which bears S09°09'36"W, a distance of 18.30 feet;

THENCE, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract and said Lot 24, **N09°32'37"E**, a distance of **50.06** feet to a 1/2-inch iron rod with illegible cap found for the northwest corner hereof, said point being at the common west corner of said WLD Petersen tract and said Williamson County tract, from which a 1/2-inch iron rod with illegible cap found at a point of curvature in the east right-of-way line of said Exchange Boulevard, and being the west line of said Lot 24 and said WLD Petersen tract bears, N09°32'37"E, a distance of 188.03 feet;

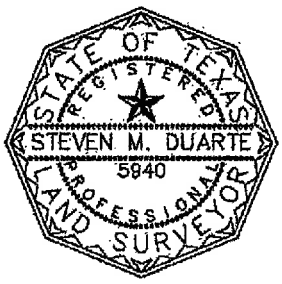
THENCE, leaving the east right-of-way line of said Exchange Boulevard and the west line of said Lot 24, with the common line of said WLD Petersen tract and said Williamson County tract, **S83°11'49"E**, a distance of **439.42** feet to the **POINT OF BEGINNING** and containing 0.5063 Acre (22,056 Square Feet) of land, more or less.

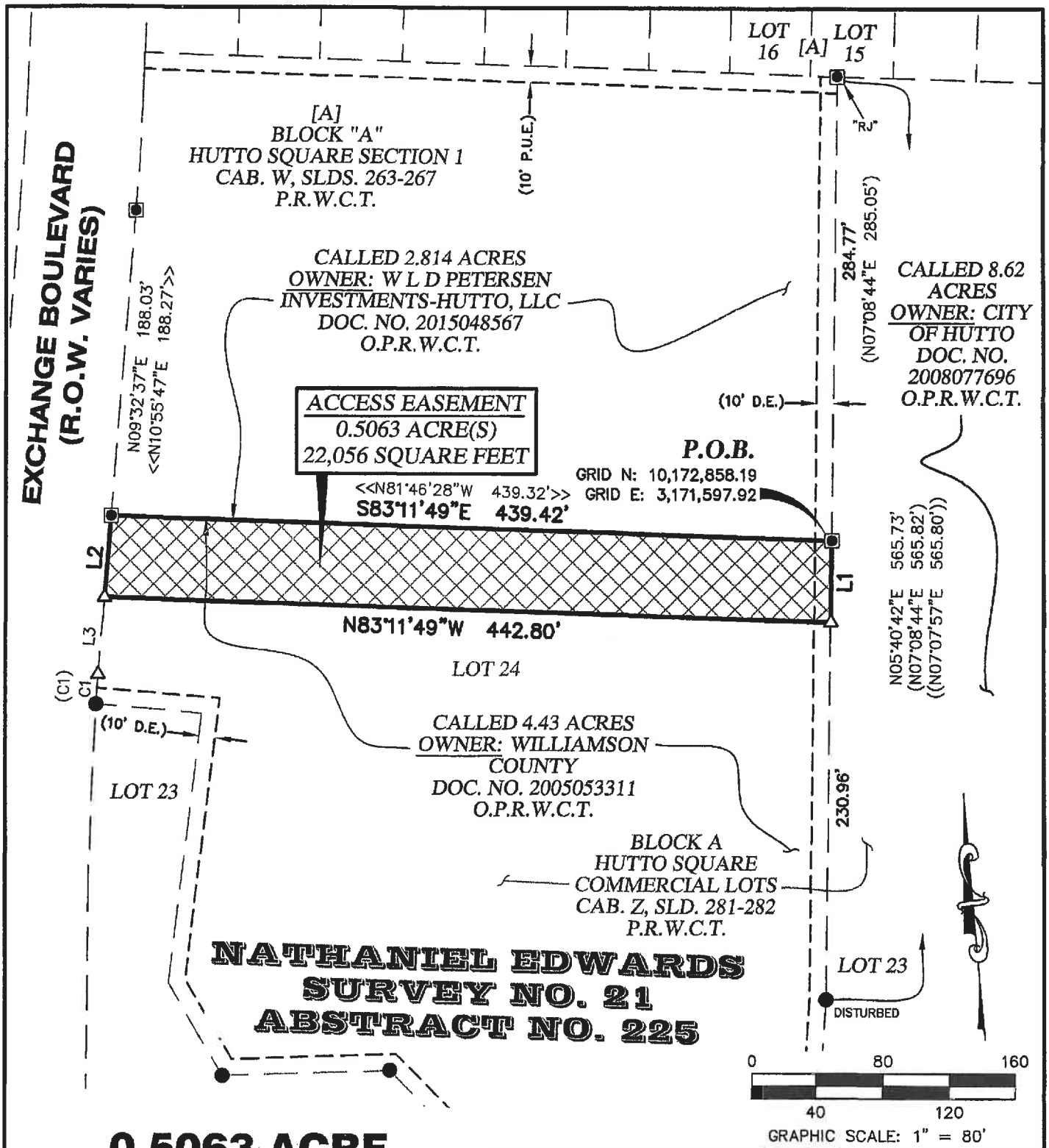
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627_access easement.dwg).

12/29/2017

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC





0.5063 ACRE ACCESS EASEMENT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
Project:	00627
Scale:	1" = 80'
Reviewer:	SMD
Tech:	BP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 2

P:\00627\Dwg\00627_Access Easement (2017).dwg

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LEGEND

———	PROPOSED EASEMENT LINE
— — —	EXISTING PROPERTY LINES
- - - -	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
◙	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
△	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT VOL. Z PGS. 281-282
((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2015048567

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S05°40'42"W	50.01'
L2	N09°32'37"E	50.06'
L3	N09°32'37"E	47.35'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	18.30'	1,965.00'	0°32'01"	S09°09'36"W	18.30'

RECORD CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
(C1)	[18.24']	[1,965.00']	[0°31'55"]	[S10°39'50"W]	[18.24']

12/29/2017

STATE OF TEXAS
REGISTERED
STEVEN M. DUARTE
5940
PROFESSIONAL
LAND SURVEYOR

0.5063 ACRE ACCESS EASEMENT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
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Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	2 OF 2

P:\00627\Dwg\00627_Access Easement (2017).dwg

Commissioners Court - Regular Session **39.**

Meeting Date: 01/16/2018

Discuss, consider and take appropriate action on approving $18,456.56 in additional salary funding for the newly create Assistant Chief position

Submitted For: Marty Herrin **Submitted By:** Kelly Luna, EMS

Department: Hazardous Materials

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving $18,456.56 in additional salary funding for the newly created Assistant Chief position.

Background

These positions were created with the anticipation of creating a Fire Marshall's Office for the County. Due to the excessive experience needed in order to create a successful Fire Marshall's Office, additional salary funding is needed in order to recruit candidates with the necessary experience. New positions are funded at the bottom of the grade and the Hazmat Office does not have access to additional salary funding within it's own budget. The salary offered will not exceed the amount allowed by policy. The department is willing to use 8004 for the delta, with the approval of the court.

PCN: 1811

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 08:14 AM
Form Started By: Kelly Luna		Started On: 01/10/2018 03:51 PM
Final Approval Date: 01/11/2018		

Commissioners Court - Regular Session **40.**

Meeting Date: 01/16/2018

indigent burial

Submitted For: Dan Gattis **Submitted By:** Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve order for interment of deceased Williamson County resident (Jimmie A. Davidson) where there has been no inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Heart of Texas Cremation & Burial Service to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

deathreport

Davidson

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	01/10/2018 11:12 AM
Form Started By: Rebecca Clemons		Started On: 01/09/2018 12:17 PM
Final Approval Date: 01/10/2018		

Report of Death

000002194057

Vital Statistics 25 TAC Sec 181.2(a) "The funeral director, or person acting as such, who assumes custody of a dead body or fetus shall obtain an electronically filed report of death through a Bureau of Vital Statistics system or complete a report of death before transporting the body. The report of death shall within 24 hours be mailed or otherwise transmitted to the local registrar of the district in which the death occurred or in which the body was found. A copy of the completed or electronic filed report of death as prescribed by the Bureau of Vital Statistics shall serve as authority to transport or bury the body or fetus within this state."

Print in dark ink the legal name of the deceased as shown on the Social Security card or birth certificate.

JIMMIE ALLEN DAVIDSON
first middle last suffix AKA maiden

Date of Death 11 / 01 / 2017 Sex Male Date of Birth 12 / 21 / 1963
month day year month day year

Social Security Number [redacted] 8360 ☐ None ☐ Not Available

Place of Death (check one)

☒ Hospital Inpatient	☐ Nursing home/Long term care facility
☐ Hospital Emergency Room/Outpatient	☐ Home of Deceased
☐ Hospital Dead on Arrival	☐ Other (Specify):
☐ Hospice Facility	

Facility Name (If not institution, give street & number)
SETON MEDICAL CENTER-WILLIAMSON

City, Town, or Precinct Number: ROUND ROCK
County: WILLIAMSON

Local registration office for the area where this death occurred: REGISTRAR - WILLIAMSON COUNTY CLERK

☐ This death may be due to homicide, suicide or accident; or this death occurred without medical attendance.

Check One

This death will be certified by: ☒ Physician ☐ Medical Examiner ☐ Justice of the Peace

Name and address of certifier:
SHANTANU NAIK
1464 E. WHITESTONE BLVD., BLDG 6, STE. 601
CEDAR PARK, TX 78613

Name and address of person making this report (if funeral director list license number and funeral home):
JOE MARTINEZ 114364
HEART OF TEXAS CREMATION & BURIAL SERVICE
12010 HWY 290 WEST
AUSTIN, TX 78737

JOE MARTINEZ - BY ELECTRONIC SIGNATURE — 11/7/2017
Signature or electronic verification of person making this report — Date of report

The Report of Death may be mailed, faxed, emailed, electronically registered or conveyed in person. A copy of this document is to accompany the body. This report contains confidential information.

Date /Time Received

Report	
Certificate	
Electronic	

Registrar Use Only

VS-115 Revised 9/2004 (may be duplicated)

WARNING: This is a governmental document. Texas Penal Code, Section 37.10, specifies penalties for making false entries or providing false information in this document.

Facts of Death Verification

as they will appear on the Certificate of Death

1. LEGAL NAME OF DECEASED (Include AKA's, if any) (First, Middle, Last) JIMMIE ALLEN DAVIDSON			(Maiden)			2. DATE OF DEATH - ACTUAL OR PRESUMED (mm-dd-yyyy) NOVEMBER 1, 2017	
3. SEX MALE	4. DATE OF BIRTH (mm-dd-yyyy) DECEMBER 21, 1963	5. AGE-Last Birthday (Years) 53	IF UNDER 1 YR MO	DAYS	IF UNDER 1 DAY HOURS	MIN	6. BIRTHPLACE (City & State or Foreign Country) AUSTIN, TX
7. SOCIAL SECURITY NUMBER [redacted]8360	8. MARITAL STATUS AT TIME OF DEATH ☐ Married ☐ Widowed ☒ Divorced ☐ Never Married ☐ Unknown				9. SURVIVING SPOUSE'S NAME (If Wife, give name prior to first marriage)		
10a. RESIDENCE STREET ADDRESS NONE			10b. APT. NO.		10c. CITY OR TOWN AUSTIN		
10d. COUNTY TRAVIS	10e. STATE TEXAS		10f. ZIP CODE UNKNO		10g. INSIDE CITY LIMITS? ☐ Yes ☐ No		
11. FATHER'S NAME PRIOR TO FIRST MARRIAGE ROBERT ALLEN DAVIDSON			12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE EDNA CALHOUN				
13. PLACE OF DEATH (CHECK ONLY ONE) IF DEATH OCCURRED IN A HOSPITAL: ☒ Inpatient ☐ ER/Outpatient ☐ DOA IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: ☐ Hospice Facility ☐ Nursing Home ☐ Decedent's Home ☐ Other (Specify)							
14. COUNTY OF DEATH WILLIAMSON	15. CITY/TOWN, ZIP CODE (If outside city limits, give precinct no) ROUND ROCK, 78665				16. FACILITY NAME (If not institution, give street address) SETON MEDICAL CENTER-WILLIAMSON		
17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED ROBERT DAVIDSON - BROTHER			18. MAILING ADDRESS OF INFORMANT(Street and Number,City,State,Zip Code) 208 N. GABRIEL ST., LEANDER, TX 78641				
19. METHOD OF DISPOSITION ☐ Burial ☒ Cremation ☐ Donation ☐ Entombment ☐ Removal from state ☐ Other (Specify)			20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH JOE MARTINEZ ,BY ELECTRONIC SIGNATURE-114364		21. ☒ Unknown Section Block Lot Space		
22. PLACE OF DISPOSITION (Name of Cemetery, crematory, other place) HEART OF TEXAS CREMATORY			23. LOCATION (City/Town, and State) ,TX				
24. NAME OF FUNERAL FACILITY HEART OF TEXAS CREMATION & BURIAL SERVICE			25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City State, Zip Code) 12010 HWY 290 WEST, AUSTIN, TX 78737				

EDR No. 000002194057

Informant's Signature: _____ **Date:** _____

WARNING: THE PENALTY FOR KNOWINGLY MAKING A FALSE STATEMENT IN THIS FORM CAN BE 2-10 YEARS IN PRISON AND A FINE OF UP TO $10,000. (HEALTH AND SAFETY CODE, CHAPTER 195, SEC, 195.003)

ROBERT DAVIDSON – BROTHER
208 N. GABRIEL ST.
LEANDER, TX 78641
(512) 450-4461
davidsonmasonry@icloud.com

2 OTHER SIBLINGS BUT DONT HAVE THEIR CONTACT INFO. JUDGE HOBBS SHOULD HAVE IT.

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING INTERMENT OF DECEDENT'S REMAINS

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Williamson County resident, **Jimmie Allen Davidson** (SSN xxx-xx-8360) passed away on November 1, 2017 at the age of 53 with residence in or about Williamson County Commissioner's Precint 4 as a homeless person within the boundaries of Williamson County, Texas. The location of death was Seton Medical Center—Williamson.

The Court further finds that there have been numerous attempts to contact all known next of kin, but all attempts to communicate with the deceased's remaining family have failed to lead to any meaningful cooperation or assistance or have been ignored. While only three (3) sibling—all brothers—have been identified, further investigation indicates that one brother is incarcerated, one will not return numerous calls and messages, and one informed the county's

investigator that he is on disability and has no financial means to contribute. Furthermore, Heart of Texas Cremation & Burial Service has successfully obtained a signed and notarized cremation release from the three (3) siblings. Based on the actions of next of kin, the deceased's body has become abandoned.

The Court further finds that there has been no inquest ordered in this case, and there is no person willing or able to come forward to comply with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS THEREFORE ORDERED THAT Heart of Texas Cremation & Burial Service is granted authority to cremate the deceased forthwith.

Signed on this the 16th day of January, 2018.

_____

Hon. Dan Gattis
Williamson County Judge

Commissioners Court - Regular Session **41.**

Meeting Date: 01/16/2018

Early Voting locations and schedule for 2018 Primary Elections

Submitted For: Chris Davis **Submitted By:** Julie Seippel, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding the approval of the early voting polling locations and voting hours for the 2018 Republican Party and Democratic Party Primary Elections to be held March 6, 2018.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EV_Schedule

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/10/2018 11:11 AM
Form Started By: Julie Seippel		Started On: 01/05/2018 10:59 AM
Final Approval Date: 01/10/2018		

Williamson County Early Voting Schedule

Horario de la Votación Adelantada del Condado de Williamson

Primary Elections – March 6, 2018

Elección primaria -- 6 de marzo del 2018

Dates and Times for Full-Time Locations: *Fechas y horarios para localidades de tiempo completo*

Tuesday, February 20 through Friday, February 23	*Del martes 20 de febrero al viernes 23 de febrero*
8:00 am to 6:00 pm	*8:00 am – 6:00 pm*
Saturday, February 24	*sábado 24 de febrero*
7:00 am to 7:00 pm	*7:00 am -7:00pm*
Sunday, February 25	*Domingo 25 de febrero*
12:00 pm to 6:00 pm	*12:00 pm – 6:00 pm*
Monday, February 26 through Friday, March 2	*Del lunes 26 de febrero al viernes 2 de marzo*
7:00 am to 7:00pm	*7:00 am – 7:00 pm*

Williamson County Inner Loop Annex, 301 SE Inner Loop, **Georgetown**

Georgetown ISD Administration Building, 603 Lakeway Drive, **Georgetown**

Georgetown Parks and Recreation Administration Building, 1101 N. College Street, **Georgetown**

Cowan Creek Amenity Center, 1433 Cool Spring Way, **Georgetown**

Baca Senior Center, 301 W. Bagdad Avenue, **Round Rock**

Brushy Creek Community Center, 16318 Great Oaks Drive, **Round Rock**

Round Rock Randalls, 2051 Gattis School Road, **Round Rock**

JB and Hallie Jester Annex, 1801 E. Old Settlers Boulevard, **Round Rock**

Anderson Mill Limited District, 11500 El Salido Parkway, **Austin**

Cedar Park Public Library, 550 Discovery Boulevard, **Cedar Park**

Cedar Park Randalls, 1400 Cypress Creek Road, **Cedar Park**

Leander Public Library, 1011 S Bagdad Rd, **Leander**

Hutto ISD Administration Building, 200 College Street, **Hutto**

Taylor City Hall, 400 Porter Street, **Taylor**

Commissioners Court - Regular Session **42.**

Meeting Date: 01/16/2018

Electronic Payment Processing Services RFP 1708-179

Submitted By: Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding the proposals received for RFP 1708-179 Electronic Payment Processing to Tyler Technologies and Certified Payments.

Background

After concluding the evaluation process and receiving ten (10) proposals through the County's online bidding site (Bid Sync), the evaluation committee is recommending award to Tyler Technologies and Certified Payments. The evaluation committee recommendation letter, evaluation scoring spreadsheet, and cost analysis are attached. Contract duration for Certified Payments will be for a period of twelve (12) months from date of award with three (3) renewal options in twelve (12) month increments subject to Commissioners Court approval. Initial contract duration for Tyler Technologies will be for three (3) years from date of award with automatic annual renewals unless either party provides ninety (90) day written notice not to extend.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Evaluation Spreadsheet

Tyler Processing Agreement

Tyler Verifone Device Purchase Agreement

Certified Payments Agreements

Cost Analysis

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/04/2018 09:39 AM
County Judge Exec Asst.	Rebecca Clemons	01/04/2018 09:47 AM
Purchasing (Originator)	Randy Barker	01/10/2018 09:44 AM
Form Started By: Brenda Fuller		Started On: 01/03/2018 03:11 PM
Final Approval Date: 01/10/2018		

January 3, 2018

Mr. Randy Barker
Director/Purchasing Agent
901 S. Austin Ave.
Georgetown, Texas 78626

WILLIAMSON COUNTY
1848

D. Scott Heselmeyer
County Treasurer

RE: RFP 1708-179
Electronic Payment Processing

Dear Randy:

After receiving and reviewing ten (10) responses to the Electronic Payment Processing RFP, responses to follow-up questions, and receiving in-person presentations, I am recommending that the Williamson County Commissioner's Court award two merchant services contracts – to Tyler Technologies and Certified Payments.

The committee conducted an initial review of responses to the RFP, at which time it was determined that Tyler Technologies was the appropriate vendor for county departments that use the Odyssey software system. Tyler presented the only option for fully integrating electronic payments with Odyssey, thus eliminating a substantial amount of double-entry currently occurring in our court and clerk offices. Tyler's overall scoring was competitive with the top contenders, and the committee felt that the opportunity for significantly increased efficiency in several county departments was an overriding factor in choosing this vendor.

Tyler did not bid on any departments that do not use Odyssey, so it was then necessary for the committee to choose a vendor for other departments. Based on initial scoring, the committee accepted in-person presentations from Certified Payments and Gila Corp. (dba MSB). After the conclusion of the presentations, the committee chose to remain with Certified Payments for departments not using the Odyssey system (this includes, primarily, the tax office).

It was the specific intention of the committee, in consultation with the Treasurer's office, to not create any exclusive agreements. We are finding that some departments will have unique needs for electronic payment processing and will need to go through their own process of finding the appropriate vendor. Currently, the Treasurer's office is capable and willing to process payments from multiple vendors. We have found that, at least for the time being, this is the best method of making sure each department can best serve its customers.

Please do not hesitate to contact me with any additional questions or concerns regarding this process or recommendation.

WILLIAMSON COUNTY
Phone 512.943.1540 Fax 512.943.1590
710 Main Street, Suite 105
Georgetown, Texas 78626

Sincerely,



D. Scott Heselmeyer,
County Treasurer

WILLIAMSON COUNTY
Phone 512.943.1540 Fax 512.943.1590
710 Main Street, Suite 105
Georgetown, Texas 78626

EVALUATION - Electronic Payment Processing
RFP 1708-179

Evaluation Criteria	Maximum Score Points	Alacriti	Chase Bank	Wells Fargo	Gila Corp/MSB	First Billing	Tyler Technologies	Value Payment Systems	Paymentus	Complus Data Innovations, Inc./TPG	First American Payment Sys/Certified Payments
Respondent's Demonstrated Ability to Meet Requirements - Based on responses to Sections III (C), (D), (E), (G), (H) and (I)	40	C = 6 D = 1 E = 6 G = 6 H = 6 I = 1 Total = 26	C = 2 D = 1 E = 6 G = 6 H = 7 I = 1 Total = 23	C = 0 D = 1 E = 3 G = 5 H = 3 I = 1 Total = 13	C = 4 D = 1 E = 6 G = 4 H = 6 I = 1 Total = 24	C = 3 D = 1 E = 6 G = 3 H = 0 I = 1 Total = 14	C = 3 D = 5 E = 6 G = 4 H = 0 I = 6 Total = 24	C = 5 D = 1 E = 6 G = 5 H = 1 I = 1 Total = 19	C = 6 D = 1 E = 6 G = 5 H = 6 I = 1 Total = 25	C = 3 D = 1 E = 6 G = 3 H = 0 I = 1 Total = 14	C = 6 D = 2 E = 6 G = 5 H = 1 I = 1 Total = 22
References, Reputation, Experience and Bond Rating - Based on responses to Section III(F) and references from Appendix (D)	10	5	10	10	6	6	10	6	7	3	10
Product Quality, Support, Maintenance, and Warranty	15	11	7	7	15	12	11	11	12	5	15
Pricing - Based on the pricing proposal requested in Appendix C	35	13490.76 28.28	13001.82 29.33	12042.52 31.68	12842.47 29.68	10896.56 35.00	15186.88 25.10	12448.84 30.63	14638.89 26.04	10997.73 34.69	11902.01 32.06
TOTAL	100	70.28	69.33	61.68	74.68	67	70.1	66.63	70.04	56.69	79.06

Merchant Payment Card Processing Agreement

This Payment Card Processing Agreement (this "Processing Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Williamson County, Texas (the "Merchant").

WHEREAS, Merchant desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Processing Agreement.

WHEREAS Tyler has contracted with a national banking association ("Member"), a payment processer ("Processor"), and others, to provide services under this Processing Agreement; and

WHEREAS Member is a member of several Associations, including but not limited to Visa and MasterCard; and

WHEREAS, through Member, Tyler is authorized to process the Card Transactions listed on Schedule A; and

WHEREAS, Tyler shall submit Transactions on behalf of Merchant in accordance with Association Rules.

NOW, THEREFORE, in consideration of the mutual promises made and the mutual benefits to be derived from this Processing Agreement, Tyler and Merchant agree as follows:

A. Tyler shall furnish the services; and Merchant shall pay the fees and comply with the additional obligations described in this Processing Agreement.

B. This Processing Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein:

- Merchant Payment Card Processing Agreement Terms and Conditions
- Schedule A. – Merchant Payment Card Processing Fees

IN WITNESS WHEREOF, this Processing Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.

By: _____

Name: Sherry Clark

Title: Sr. Corporate Attorney

Date: December 21, 2017

WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form

By: _____

Name: _____

Title: _____

Date: _____

Payment Card Processing Agreement Terms and Conditions

1. ACKNOWLEDGEMENTS

1.1. By executing this Processing Agreement, Merchant is contracting with Tyler to obtain Card processing services on Merchant's behalf.

1.2. Merchant acknowledges that Tyler contracts with a payment processor (a "Processor"), Members, and other third party providers to provide services under this Processing Agreement, and Merchant hereby consents to the use of such Processor, Members, and others to provide such services.

1.3. Tyler represents that the terms and provisions of this Processing Agreement are not inconsistent with the terms and provisions of the agreements between Tyler and such third party providers.

1.4. This Processing Agreement is nonexclusive and the parties are not restricted from dealing with other companies or organizations not party to this Processing Agreement with respect to providing or securing services similar to or equivalent to the services which are contemplated under this Processing Agreement, subject to each party's intellectual property rights.

2. MEMBER BANK AGREEMENT REQUIRED

2.1. When Merchant's customers pay Merchant through Tyler, Merchant may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Associations") require that Merchant (i) enter into a direct contractual relationship with an entity that is a member of the Association and (ii) agree to comply with Association Rules as they pertain to applicable Card Transactions that Merchant submits through Tyler.

2.2. Merchant shall complete an application with the Member with which Tyler has contracted, and execute an agreement with such Member (the "Member Bank Agreement"). By executing a Member Bank Agreement, Merchant is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Merchant agrees to comply with Association Rules as they pertain to Transactions Merchant submits for processing through the Tyler service.

2.3. Merchant acknowledges that Tyler may have agreed to be responsible for Merchant's obligations to a Member for such Transactions as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, however, in the event Member assesses any such chargeback or dispute related fees to Tyler, Tyler shall invoice the same to Merchant.

3. SETTLEMENT AND CHARGEBACKS

3.1. Merchants Bank Account. In order to receive funds, Merchant must maintain a bank account (the "Merchant Bank Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. Merchant agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days' prior written notice and substituting another bank account. Merchant is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.

3.2. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Merchant.

3.3. Chargebacks. Chargebacks shall be paid by Merchant in accordance with the Member Bank Agreement.

3.4. Retrieval Requests. Merchant is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Merchant is responsible for any Chargebacks that result from Merchant's failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

4. FEES AND INVOICING

4.1. Schedule A. Merchant agrees to pay Tyler the fees set forth in Schedule A for services provided by Tyler in accordance with this Agreement.

4.2. Adjustments to Pricing. Merchant acknowledges that the pricing set forth on Schedule A is based on Merchant's representation as to its volume of Transactions, method of processing, type of business, and interchange qualification criteria. To the extent Merchant's actual volumes, method, type and criteria differ from this information, Tyler may modify the pricing on Schedule A with thirty (30) days' prior written notice. In addition, by giving written notice to Merchant, Tyler may change Merchant's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges) or (ii) changes in pricing by any third party provider of a product or service used by Merchant. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler's notice to Merchant.

4.3. Payment of Fees.

(a) Online Payments. For payments that are initiated online, a convenience fee will be assessed to the consumer for each payment transaction that is paid electronically using a credit or debit card. The convenience fee will be charged at the time of the transaction and will be deposited directly into a Tyler Technologies bank account from which all fees associated with processing and settling the transactions will be paid.

(b) Over the Counter Payments. For payments that are initiated in your offices, Tyler shall invoice Merchant for services herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services. Following receipt of a properly submitted invoice, the Merchant shall pay amounts owing therein thirty (30) days in arrears.

4.4. Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

5. LICENSE

Tyler hereby grants Merchant a non-exclusive, revocable license to use the Tyler Intellectual Property (as defined in Section 10.2) for the limited purpose of performing under this Processing Agreement. Unless otherwise provided in a separate agreement between Tyler and Merchant, any Intellectual Property or machinery provided by Tyler, but not developed by Tyler, is being licensed or purchased by Merchant directly from the manufacturer or developer of such machinery or Intellectual Property. Merchant acknowledges that the license granted herein is limited to Merchant's use exclusively and that Merchant does not have the right to sub-license any of the Intellectual Property in either their original or modified form. Merchant agrees that it shall not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without Tyler's prior written consent.

6. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Merchant shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Merchant; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Merchant's existing Member Bank Agreement, then Merchant shall have the right to terminate this Processing Agreement.

7. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

7.1. Protection of Tyler Confidential and Proprietary Information. Merchant shall not disclose, disseminate, transmit, publish, distribute, make

available, or otherwise convey Tyler Confidential and Proprietary Information, and Merchant shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Merchant shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 7.1 and shall be responsible for breaches by such persons.

7.2. Judicial Proceedings. If Merchant is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Merchant shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Merchant nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Merchant may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Merchant uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information.

8. REPRESENTATIONS AND WARRANTIES

8.1. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Processing Agreement.

8.2. Compliance with Laws. In performing this Processing Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

8.3. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Processing Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Processing Agreement.

8.4. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Processing Agreement for any compensation, consideration, or value.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO MERCHANT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. INDEMNIFICATION

10.1. Chargebacks. Merchant acknowledges that Tyler has agreed to be responsible for Merchant's obligations to a Member for Transactions and Association Rules as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, however, in the event Member assesses any such chargeback or dispute related fees to Tyler, Tyler shall invoice the same to Merchant.

10.2. Intellectual Property.

(a) Tyler retains all ownership and copyright interest in and to any and all intellectual property, computer programs, related documentation, technology, know how and processes developed by Tyler and provided in connection with this Processing Agreement (collectively, the "Intellectual Property"),

(b) Notwithstanding any other provision of this Processing Agreement, if any claim is asserted, or action or proceeding brought against Merchant that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Tyler, or Merchant's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Merchant, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Merchant harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Merchant against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Merchant shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Merchant, or any third party pursuant to Merchant's directions, or upon the unauthorized use of the Intellectual Property by Merchant.

10.3. If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; or (b) promptly modify the Intellectual Property to make it non-infringing; or (c) promptly procure the right of Merchant to use the Intellectual Property as intended.

11. TAXES

11.1. Tax Exempt Status. Merchant is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.

11.2. Employee Tax Obligations. Each party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such party for work performed under this Processing Agreement.

12. TERM, SUSPENSION, AND TERMINATION

12.1. Term. The term of this Processing Agreement (the "Term") shall commence on the Effective Date and shall continue in effect for three years; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless either party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement for Cause pursuant to Section 12.2.

12.2. Termination for Cause. Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section12.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Processing Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach;

(ii) if Tyler services provided under this Processing Agreement fail to conform to generally accepted standards for such services in the Card processing industry and, after ninety (90) days written notice, Tyler does not rectify its failure of performance;

(iii) the failure by Merchant to timely pay when due any fees owed to Tyler pursuant to this Processing Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iv) breach of Section 7; or

(v) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No party may terminate this Processing Agreement under Section 12.2(a)(i) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 13 following such period.

(c) In the event either party terminates this Processing Agreement pursuant to this Section 12.2, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.

12.3. Survival. The following provisions shall survive after the Term of this Processing Agreement: 3; 4; 4.3; 7; 10; 11; 12; 13; 14; and 15.

13. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Merchant and Tyler's Vice President of Courts and Justice Systems Division assigned to Merchant's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Merchant's chief executive officer or other individual reasonably designated by Merchant and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties shall submit the matter to mediation prior to the commencement of any legal proceeding. The foregoing shall not apply to claims for equitable relief under Section 7.

14. MISCELLANEOUS

14.1. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.

14.2. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

14.3. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

14.4. Counterparts. This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.5. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.

14.6. Entire Agreement. This Processing Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

14.7. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.

14.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.

14.9. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

14.10. Governing Law. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Merchant's domicile, without regard to or application of choice of law rules or principles.

14.11. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Merchant may, upon the written request, audit any and all records of Tyler relating to services provided herein. Merchant shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Merchant as a part of this Processing Agreement. Tyler shall make such books and records available to Merchant during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Merchant's sole expense.

14.12. No Third Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

14.13. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Processing Agreement. If an ambiguity exists in this Processing Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

14.14. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

14.15. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 7 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary

and permanent injunctions, without the necessity of posting bond or security.

15. CERTAIN DEFINITIONS

15.1. Association means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing Agreement for processing, including, without limitation, Visa,U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Associations also includes the Payment Card Industry Security Standards Council.

15.2. Association Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Associations.

15.3. Card or Payment Card means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of a Association that Merchant accepts from Cardholders as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

15.4. Cardholder means the person to whom a Card is issued or who is otherwise entitled to use a Card.

15.5. Chargeback means a reversal of a Card sale Merchant previously presented pursuant to Association Rules.

15.6. Member or Member Bank means an entity that is a member of the Associations.

15.7. Processing Agreement means this Payment Card Processing Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein.

15.8. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Merchant has made.

15.9. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.

15.10. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Merchant's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, and Intellectual Property. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Merchant in breach hereof; (b) becomes available to Merchant on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Merchant prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Merchant independently of any disclosures made by Tyler.

[Remainder of this page intentionally left blank]

(Schedule A)

Merchant Payment Card Processing Fees

MERCHANT: Williamson County

PROCESSING FEES

Card Not Present Transactions (Online) & Card Present Transactions (Over the Counter)
An initial convenience fee of 2.75% will be assessed to consumers for each electronic payment transaction initiated that flows through the Odyssey system when using a credit or debit card. The initial convenience fee is based upon estimated average transaction amounts as of the Effective Date. The convenience fee will be subject to adjustment prospectively based on the actual average transaction value determined on quarterly review using the following price schedule:

Average Transaction	Per Transaction Convenience Fee
$0.00 - $50.00	3.25%
$50.01 - $100.00	3.00%
$100.01 - $500.00	2.75%
$500.01 - $1,000.00	2.50%
$1,000.00 & Above	2.25%

A minimum convenience fee of $1.00 per transaction will be charged.

ACCEPTED CARD TYPES

Visa, MasterCard, and Discover will be accepted.

OTHER FEES

A one-time fee of $60.00 will be charged for any additional terminals requiring an application load and debit key injection.

CHARGEBACKS AND CREDITS

Chargebacks and returns shall be withdrawn from the daily deposit to the Merchant Bank Account.

Purchase Agreement

Williamson County, TX

December 15, 2017

Description	Qty	Unit Price	Ext. Price
Verifone MX 915 - with stand, purple cable, Tyler software key injection (Includes 3 Year Buyer Protection & Priority Exchange Warranty)	**24**	**837.00**	**20,088.00**
Total (shipping charges not included):**			**$20,088.00**

*** Shipping charges are determined at the time the terminals are shipped from Veifone directly to the customer*

Tyler Technologies
Prepared by: Stephen Stehling
5101 Tennyson Parkway
Plano, TX 75024
(800) 966-6999

Ship to (County/Court):
Attn: Otis Coufal
Address:
Williamson County Technology Services
301 S.E. Inner Loop, Suite 105
Georgetown, Texas 78626
Phone #: (512) 943-1464
Email Address: ocoufal@wilco.org

Prices valid for up to 30 days from date of issue
Minimum Purchase $250.00

To Authorize This Purchase Agreement

1) Review Items for Accuracy
2) Complete 'Bill To' and 'Ship To' Information
3) Note any Special Instructions (i.e. expedite shipping, invoice ASAP, etc.)
4) Include Your Purchase Order (if applicable)
5) Email to stephen.stehling@tylertech.com

Bill to:

Authorized Signature *Date*

CERTIFIED PAYMENTS

SERVICE PROVIDER AGREEMENT
CREDIT CARD PROCESSING

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between Certified Payments, a division of Accelerated Card Company, LLC, with offices at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Williamson County, Texas 901 S. Austin Ave, Georgetown, TX 78626 ("Agency").

RECITALS

WHEREAS, Agency desires to accept payments from individuals or entities ("Customers") by Credit Card and pin-less debit card ("Agency Payments").

WHEREAS, Certified is a third party service provider that performs such Credit Card and pin-less debit card payment services ("Services").

WHEREAS, Agency desires to contract with Certified to provide such Services and Certified desires to provide the Services to Agency subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises set forth below, the parties hereto agree as follows:

1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"Agency Bank" is the Depository Financial Institution where the Agency Bank Account is maintained and receives deposits from Agency's Customers or credits from the Federal Reserve Bank on behalf of the Agency.

"Agency Bank Account" is the account Agency has established with Agency Bank for credit card deposits from Agency's Customers as provided under the terms of this agreement, and identified on Page 3 of the Bureau Credit Card Account Setup Form, Bureau Banking Information, which is attached hereto.

"Bureau Code" is the unique seven (7) digit Agency identifier assigned to Agency by Certified.

"Card Issuing Bank" is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

"Card Brands" are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish the rules and regulations governing member participation in card programs.

"Card Holder" is an authorized user of a payment card issued by a Card Issuing Bank.

"Chargeback" is a transaction whereby the Card Issuing Bank reverses the Agency's Payment.

"Convenience Fee" means the fee charged by Certified to Customers for the convenience of using the Services in making an Agency Payment.

"Credit Card" refers to a pin-less debit card or credit card issued to a Customer for payment of goods and services.

"Customer" means both consumer and corporate, individual or company that purchases or uses the Services.

"Front-End Processor" is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

"IVR" means Integrated Voice Response system.

"Processing Facility" refers to the appropriate credit or debit network to which Certified transmits transactions.

2. CERTIFIED'S OBLIGATIONS. Certified shall provide the Services as follows:

A. Certified will provide Customers with the opportunity to make Agency Payments by Credit Card and pin-less debit card. These Agency Payments may be made through Certified's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, or by other methods that may be offered by Certified from time to time.

B. Certified shall begin providing the Services to Customers on a date mutually agreed upon by Certified and Agency.

C. Certified shall collect and transmit Agency Payments from Customers using MasterCard, Visa and Discover. American Express may be collected and processed at the discretion of the Agency and Certified.

D. Certified may charge each Customer a Convenience Fee for each Agency Payment processed. The Convenience Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Convenience Fees that Certified may charge to Agency's Customers. Certified, in its sole discretion may charge Customers a minimum Convenience Fee for each payment. Certified will cause all net funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Certified shall retain all Convenience Fees collected by it hereunder.

E. Except for the fees outlined in Exhibit A, Certified shall not charge Agency a fee in consideration for Certified's provision of the Services to Customers as provided for in this Agreement; any fees payable by Agency in connection therewith must be mutually agreed upon by Certified and Agency.

F. Certified will notify each Customer of the dollar amount of the payment and the corresponding Convenience Fee to be charged to the Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's Credit Card.

G. Certified will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Convenience Fee.

H. Certified will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept.

I. Certified will provide Agency with online access to Agency payment data and reports summarizing the use of the Services by Agency's Customers. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file. Access to Agency payment data and reports will be available 24/7.

J. Certified will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Brands.

K. Prior to initiating any refunds to a Customer's Credit Card, Certified will attempt to obtain permission, either orally or in writing, from the Agency's authorized representative. Unless Agency receives written authorization from Certified to the contrary, Agency may not issue refunds to the Customer by check. Certified will process such refunds in the form of a credit to the Customer's Credit Card that was initially charged and, in Certified's sole discretion, may refund the corresponding Convenience Fee payment. Certified or its authorized agent will debit the Agency's Bank Account for the amount of the Agency Payment refund.

L. Under the rules of the Card Brands, Customer's Card Issuing Bank gives Certified a limited amount of time to dispute a Chargeback or issue a refund. In the event a refund must be issued, Certified will contact Agency and Agency will immediately issue a memo authorizing Certified to refund the transaction, however,

Certified and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process.

M. Agency will reimburse Certified for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a Credit Card refund or Credit Card Chargeback, where Certified is unable to collect amounts owed by Agency to Certified, Agency agrees to make amounts owed available to Certified in immediately available funds.

N. In order to provide the Services under this Agreement, Certified will provide, at Certified's sole expense, all necessary services in order to successfully interface with all Agency software, as follows: Oracle, Odyssey, Class, Orion, Quick Books, Pet Point and Edoc Technology.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency hereby agrees to the Merchant Processing Terms & Conditions found at www.CertifiedPayments.net/tc, as they may be revised from time to time, and further agrees to enter into any and all applicable agreements that are required to perform the Services hereunder, including without limitation any agreements required by Visa, MasterCard, Discover, American Express or the applicable sponsor bank. Such Agreements may include but are not limited to documents required by MasterCard, Visa, Discover and American Express, including the American Express Addendum attached hereto as Exhibit B. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Brands, including without limitation with respect to the use of specific Card logos and marks.

B. [intentionally left blank].

C. Certified is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Brands, the Bank and any rules and regulations provided by American Express and Discover. Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Certified will be grounds for immediate termination of this Agreement.

D. Agency agrees to promote the Services to its Customers. Promotions shall include publishing the Agency's Bureau Code, relevant IVR telephone number and URL of the Agency's website or Certified's website on all applicable tax instruction booklets, tax preparer communications, taxpayer information publications, citations, notices, utility bills and any related marketing material. Agency will obtain Certified's consent prior to publishing any materials that reference the Service and/or Certified.

E. Agency will not require, as a condition to making an Agency Payment, that a Cardholder agrees in any way to waive such Cardholder's right to dispute the transaction with the Card Issuing Bank for legitimate reasons.

4. AGENCY'S RIGHT TO AUDIT. Certified agrees that Agency or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Certified, which are directly pertinent to, the services to be performed or goods to be delivered hereunder to or on behalf of Agency for the purposes of making audits, examinations, excerpts and transcriptions. Certified agrees that Agency 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. Agency shall give Certified reasonable advance notice of intended audits.

5. INDEMNITY. To the fullest extent permitted by law, Certified shall indemnify, defend, and hold harmless Agency, and Agency's employees, agents, representatives, partners, officers, and directors (collectively, the "Indemnitees") from and against claims, damages, losses and expenses, including, but not limited to attorneys' fees, arising out of or alleged to be resulting from the performance of this Agreement or the Services described herein. To the extent caused by the negligence, acts, errors, or omissions of Certified or its subcontractors, anyone employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense caused in whole or in part by a party indemnified hereunder.

6. ADDITIONAL MATTERS

A. Confidentiality. Neither party will disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding either party's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. Remedies. Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

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

AGENCY: Williamson County

c/o Dan A. Gattis, County Judge,

710 Main Street,
Suite 101
Georgetown, TX 78626

CERTIFIED PAYMENTS: Certified Payments, a division of Accelerated Card Company, LLC
Attn: General Counsel
100 Throckmorton Street, Suite 200
Fort Worth, TX 76102
notices@certifiedpayments.net

H. Term of Arrangement/Contract Extension. The initial term of this Agreement will be for a period of twelve (12) months, beginning on the date of the last party's execution of this Agreement and ending twelve (12) months thereafter. By mutual agreement of both parties, this Agreement may be extended in twelve (12) month increments, for up to an additional thirty-six (36) months, with the terms and conditions remaining the same.

I. Termination. Certified's performance of this Agreement is subject to the rules and regulations of the Card Brands, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard or other credit or debit card company or brand to terminate shall be immediate upon such event.

J. Agency's Right to Terminate. Agency may terminate this Agreement for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to Certified. In the event Agency exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Certified 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 Agency's termination for convenience.

K. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; however, the rights and obligations of Certified under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes fully responsibility for such obligations. This Agreement shall be binding upon and inure to the benefit of parties hereto and their permitted successors and assigns.

L. Entire Agreement; Modifications. This Agreement, together with the specifications of Williamson County RFP #1708-179, the exhibits and schedules attached hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the specifications of Williams County RFP #1708-179, the exhibits and schedules attached hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

N. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

O. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available in law or in equity to Agency, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Agency 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.

Q. Texas Public Information Act. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Agency, 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 Agency as to whether or not the same are available to the public. It is further, understood that Agency's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Agency, 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 Agency by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

R. Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, either party shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this certain Agreement, and execution by either party of such agreements shall not constitute a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on November 6, 2017.

AGENCY'S ACCEPTANCE:
COUNTY NAME

By: _____
Agency Signature

_____
Printed Name and Title

_____
Date

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Ashley Rangel, Director of Operations
Printed Name and Title

1/3/18
Date

EXHIBIT A
SCHEDULE OF CONVENIENCE FEES
Confidential

This Exhibit A to the Service Provider Agreement between Certified and Agency provides as follows:

1. Schedule of Convenience Fees.

Certified and Agency agree to the following provisions:

A. 2.15 % or a minimum of $ 0.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for tax payments when Customer uses a Credit Card.

B. 2.15 % or a minimum of $ 0.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for non-tax payments when Customer uses a Credit Card.

The fees charged are subject to change by Certified as its costs increase. In the event of any fee change with which Agency does not agree, Agency may, in its sole discretion, immediately terminate this agreement.

AGENCY'S ACCEPTANCE:
COUNTY NAME Williamson County, Texas

By: _____
Agency Signature

_____
Printed Name and Title

_____
Date

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Ashley Rangel, Director of Operations
Printed Name and Title

1/3/18
Date

EXHIBIT B
AMERICAN EXPRESS ADDENDUM

This instrument (the "Addendum") effective November 6, 2017, amends and supplements the Williamson County, Texas Agreement (as defined below) and the Certified Payments Agreement (as defined below), including any and all exhibits, amendments, addenda, appendices and supplements thereto respecting the acceptance of the American Express® Card. For the purpose of this Addendum, "Certified Payments" means Accelerated Card Company, LLC d/b/a Certified Payments, a Delaware limited liability company, located at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102.

The term "Williamson County, Texas Agreement" shall mean the Agreement for American Express Card Services dated November 6, 2017, and any Amendment and/or Addendum to such Agreement whereby American Express and Williamson County, Texas have made available Card Acceptance for Government offices, agencies, and educational institutions and entities; and, such Williamson County, Texas agencies have initiated American Express Card acceptance. The term "Certified Payments Agreement" shall mean the agreement dated October, 2003 whereby American Express and Certified Payments, as the successor in interest to Cardtranz, Inc., have initiated American Express Card acceptance on behalf of various state and local governments. All other terms in this Addendum shall have the same meanings as they have in the Williamson County, Texas Agreement and/or the Certified Payments Agreement as such Agreements pertain to the parties of those Agreements.

Certified Payments hereby agrees to accept the Card on behalf of Williamson County, Texas (as permitted by Williamson County, Texas). The parties further agree that the Williamson County, Texas Agreement and the Certified Payments Agreement shall be deemed amended so that the Discount associated with such Charges on behalf of Williamson County, Texas County to Certified Payments shall be paid to American Express by Certified Payments. Payments for charges submitted on behalf of Williamson County, Texas shall be paid directly to Williamson County, Texas.

The parties also agree to the following:

Disputed Transactions and Chargebacks:

American Express will send requests regarding a claim, complaint, or question related to a Disputed Charge to Certified Payments and not to Williamson County, Texas. Certified Payments will retrieve all requested information relating to the Disputed Charge and provide such to American Express. If a Cardmember contests the Convenience Fee relating to a Charge, the payment of that Charge to Williamson County, Texas also will be treated as contested. If the Disputed Charge results in a reversal of the Charge ("Chargeback"), both the Williamson County, Texas payment of that Charge and the Convenience Fee will be charged back by American Express. Williamson County, Texas payments will be charged back to Williamson County, Texas; Convenience Fees will be charged back to Certified Payments. In no case shall a Convenience Fee be charged back to Certified Payments without the related Charge also being charged back to Williamson County, Texas.

Certified Payments will provide reports to Williamson County, Texas of any Chargebacks either prior to or on the day the Chargeback is posted to Williamson County, Texas's bank account. American Express will deduct any Chargebacks from amounts owed to Williamson County, Texas for Charges.

Reporting:

Certified Payments will provide reports to Williamson County, Texas that include all transactions, including Chargebacks and adjustments in a format agreeable to Williamson County, Texas.

Refunds:

Refunds will be processed through Williamson County, Texas agency's standard refund processes. The specific refund policy for each Williamson County, Texas agency will be posted on Williamson County, Texas agency's web site. American Express will accept proof of the refund via Williamson County, Texas agency's posted refund process in the event of a Dispute, and not allow the Chargeback.

Limitation of Liability:

In no event will Certified Payments or American Express be responsible hereunder for damages to Williamson County, Texas arising from delays or problems caused by any telecommunications carrier or banking system or Internet Services Provider ("ISP"); provided, however, that the foregoing shall have no effect upon American Express' rights of Full Recourse, as used in the Agreement. Except as specifically indicated above, all terms and conditions of the Williamson County, Texas Agreement and the Certified Payments Agreement shall remain in full force and effect.

Authority to Sign:

Each party represents that the individual who signs this Addendum has authority to do so and to bind it to the terms and conditions of this Addendum. Each party further represents that they are authorized to sign and enter into this Addendum on behalf of their subsidiaries, affiliates and licensees that accept the Card.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

By: _____

Date: 1/3/18

COUNTY NAME: Williamson County, Texas

By: _____

Date: _____

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____

Date: 1/3/18

CERTIFIED PAYMENTS

ACH PROCESSING SERVICES AGREEMENT

ECheck Processing

This ACH Processing Services Agreement ("Agreement") is made and entered into by and between Accelerated Card Company, LLC. DBA Certified Payments, a Texas Corporation, with offices located at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Williamson County, Texas, 710 Main Street, Suite 101, Georgetown, Texas ("Agency").

RECITALS

WHEREAS, Agency desires to accept payments from its customers ("Customers") by electronic ACH ("ACH Entries") through a third party ACH Service Provider;

WHEREAS, Certified provides third party ACH Processing Services ("Services") pursuant to ACH Origination Service Agreements with Originating Depository Financial Institutions ("ODFI"), agreements with ACH Originators ("Originators") and other agreements with other parties that are a part of the ACH process (collectively "Participants").

WHEREAS, Agency desires to contract with Certified to provide such Services and Certified desires to contract with Agency to provide such Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Agency and Certified agree as follows:

1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"ACH" (Automated Clearing House) is a clearing and settlement facility for the interchange of electronic debits and credits among financial institutions.

"ACH Entries" are the electronic transactions initiated and authorized by Agency's customers and processed by Certified.

"ACH Network" means the funds transfer system governed by the Rules of NACHA which provides for the interbank clearing of electronic entries for participating financial institutions.

"ACH Origination Service Agreement" shall mean the contractual agreement between Certified and an ODFI.

"ACH Returns" is the process of returning and settling funds that were dishonored by the RDFI and returned to the ODFI.

"Agency Bank" is the Depository Financial Institution where the Agency Bank account is maintained for Certified's access to settle financial payment transactions under this agreement.

"Agency Bank Account" is the Bank account Agency has established with Agency Bank for settlement of ACH credit and debit entries provided under the terms of this agreement, and identified as Exhibit B attached hereto. The Bank account will also be used for credits and debits incurred in connection with any reversed or returned electronic ACH entries.

"Convenience Fee" means the fee charged by Certified to Agency's customers for the convenience of using the ACH Processing Services in making the Agency's payment.

"Customer" means Agency's customer who submits a payment through Certified for processing through the ACH Network.

"MXP" means Mid-America Payment Exchange.

"NACHA" means the National Automated Clearing House Association that establishes the standards, rules and procedures that enable depository financial institutions to exchange ACH payments on a national basis.

"NACHA Rules" means the then-current National Automated Clearing House Association ("NACHA") ACH Operating Rules and Operating Guidelines published by NACHA.

"Net Total" is the net amount of ACH debits, credits and return Entries (in US Dollars) contained in the ACH Batch.

"ODFI" means the originating depository financial institution which accepts and processes debit and credit entries for distribution to an automated clearing house.

"Originator" means the person or organization that has authorized an ODFI to transmit a credit or debit entry to the account of a receiver with an RDFI or to the RDFI. In some cases, the ODFI may also be the originator.

"RDFI" (Receiving Depository Financial Institution) means a receiving depository financial institution intended to be the end recipient of either debit or credit entries to the account of a Recipient.

"Recipient" means any person or entity which has authorized Certified to originate electronic debit or credit entries to be posted to its account at a depository financial institution.

"Rules" means the combined MXP Rules, the NACHA Rules, the ODFI and Originator Rules as well as those rules of the Federal Reserve which apply to or govern the provision of the Services.

"Settlement Account" means a demand deposit account at the ODFI Bank, designated by Certified as the account to be used for, and in conjunction with Certified's automated clearing house transactions.

2. CERTIFIED'S OBLIGATIONS.

A. Certified will process Agency Payments from Agency's Customers through web initiated ACH entries and when available, through telephone initiated transactions.

B. In consideration of Certified's provision of services hereunder, Certified may charge Agency's Customers a Convenience Fee for each Agency payment processed. The Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Fees that Certified may charge Agency's Customers.

C. Certified will originate and transmit two single-entry transactions, the Agency Payment and the corresponding Convenience Fee payment ("ACH Entries") to ODFI for processing through the ACH system pursuant to the ACH Origination Service Agreement between Certified and ODFI.

D. Certified will obtain express authorization from the Customer prior to initiating a debit to the Customer's account. Customer's express authorization allows Certified to instruct ODFI to initiate an electronic debit entry for Certified against Customer. It also permits Certified to reinitiate an Entry where the original Entry is returned and to assess a collection fee against Customer.

E. The express authorization will be identified as an ACH debit transaction and will identify both the payment amount to the agency and the convenience fee

payment. The authorization clearly states the terms of the ACH debit and encourages the customer to print and retain a copy of the authorization. The Customer must authenticate the authorization by signing and accepting the terms of the ACH Debit Authorization Agreement. Certified will store a copy of the authorization and produce a copy upon request.

F. Certified will provide each Customer with electronic confirmation of the Agency Payment and corresponding convenience fee.

G. Certified will transmit ACH Entries by batch to the ODFI according to a pre-determined schedule agreed upon by Certified and the ODFI.

H. Certified will generally transmit settlement to Agency's bank within 48 to 72 hours of the receipt of the ACH Entry. Certified will transmit a Net Total deposit to Agency's Bank account. Agency hereby authorizes Certified to initiate debit and credit entries to Agency's Bank Account. Certified shall retain all Convenience fees and any collection fees collected by it hereunder.

I. Agency will immediately reimburse Certified in connection with any reversed or rejected electronic entries or for any shortfalls or amounts Certified is unable to collect from Agency's customers.

J. Certified will provide Agency with ACH payment data and reports summarizing the use of the Services by Customers for a given reporting period. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file.

K. Certified will retain all logs and data for such period of time as required by applicable law and the rules and regulations of NACHA and Certified's ODFI.

L. In order to provide the Services under this Agreement, Certified will provide, at Certified sole expense, all necessary services in order to successfully interface with all Agency software, as follows: Oracle, Odyssey, Class, Orion, Quick Books, Pet Point, and Edoc Technology.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency agrees to enter into and any and all applicable agreements that are required to perform the services hereunder.

B. [intentionally left blank].

C. In order to provide the Services hereunder, Certified is required to enter into agreements that include but are not limited to Third Party Processing Agreements with an ODFI as such term is defined and used under the rules promulgated by the National Automated Clearing House Association as modified from time to time.

D. Agency acknowledges and agrees that Certified will collect ACH payments from Agency's customers and transmit such entries for processing into the ACH network. As such, Agency acknowledges that the ODFI is acting solely in the capacity as a processor for Certified and the ODFI has no duty or obligation to Agency to inquire, review or investigate the nature of the transactions that occur between Agency and Certified. Agency is not a third party beneficiary of any Third Party Processor Agreement between Certified and the ODFI. Agency acknowledges that the ODFI has no fiduciary duties to Agency under this Agreement. Agency agrees to look solely to Certified for the performance of the processing services specified herein.

E. Certified is required to fully adhere to the procedures and rules of NACHA and the ACH Origination Service Agreement; accordingly, Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with any such request by Certified will be grounds for immediate termination of this Agreement.

4. AGENCY'S RIGHT TO AUDIT. Certified agrees that Agency or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Certified, which are directly pertinent to, the services to be performed or goods to be delivered hereunder to or on behalf of Agency for the purposes of making audits, examinations, excerpts and transcriptions. Certified agrees that Agency 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. Agency shall give Certified reasonable advance notice of intended audits.

5. INDEMNITY. To the fullest extent permitted by law, Certified shall indemnify, defend, and hold harmless Agency, and Agency's employees, agents, representatives, partners, officers, and directors (collectively, the "Indemnitees") from and against claims, damages, losses and expenses, including, but not limited to attorneys' fees, arising out of or alleged to be resulting from the performance of this Agreement or the Services described herein. To the extent caused by the negligence, acts, errors, or omissions of Certified or its subcontractors, anyone employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense caused in whole or in part by a party indemnified hereunder.

6. ADDITIONAL MATTERS

A. Confidentiality. Neither party will disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding either party's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. [intentionally left blank].

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

AGENCY: Williamson

County c/o Dan
A. Gattis,
County Judge
710 Main Street,
Suite 101
Georgetown, TX 78626

CERTIFIED PAYMENTS: Certified Payments, Inc.
Attn: General Counsel
100 Throckmorton Street, Suite 200
Fort Worth, TX 76102
applications@certifiedpayments.net

H. Term of Arrangement/Contract Extension. The initial term of this Agreement will be for a period of twelve (12) months, beginning on the date of the last party's execution of this Agreement and ending twelve (12) months thereafter. By mutual agreement of both parties, this Agreement may be extended in twelve (12) month increments, for up to an additional thirty-six (36) months, with the terms and conditions remaining the same.

I. Termination. Certified's performance of this Agreement is subject to the Automated Clearing House Origination Service Agreement, the Third Party Processor Agreement, the rules and regulations of NACHA, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from Certified's ODFI Bank to terminate shall be immediate upon such event.

J. Agency's Right to Terminate. Agency may terminate this Agreement for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to Certified. In the event Agency exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Certified 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 Agency's termination for convenience.

K. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, however, the obligations of Certified under this Agreement may be provided by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes full responsibility for such obligations. This Agreement shall be binding upon and inure to the benefit of parties hereto and their permitted successors and assigns.

L. Entire Agreement; Modifications. This Agreement, together with specifications of RFP #1708-179, the Third Party Processor Agreement and exhibits and schedules attached hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including specifications of RFP #1708-179 and the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability. If any provision of this Agreement is held by court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

N. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

O. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available in law or in equity to Agency, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Agency 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.

Q. Texas Public Information Act. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Agency, 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 Agency as to whether or not the same are available to the public. It is further, understood that Agency's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Agency, 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 Agency by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

R. Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, either party shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this certain Agreement, and execution by either party of such agreements shall not constitute a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on _____, _____.

AGENCY'S ACCEPTANCE:
COUNTY NAME Williamson
County, Texas

By: _____
Agency Signature

_____
Printed Name and Title

_____
Date

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Ashely Rangel, Director of Operations
Printed Name and Title

1/3/18
Date

EXHIBIT A
SCHEDULE OF FEES
Confidential

This Exhibit A to the ACH Processing Services Agreement between Certified and Agency provides as follows:

1. Schedule of Convenience Fees.

Certified and Agency agree to the following provisions:

$___.50_____ shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge Customers for Agency payments when Customer initiates an ACH debit entry.

AGENCY'S ACCEPTANCE:
COUNTY NAME

Williamson County,
Texas

By: _____
Agency Signature

_____
Printed Name and Title

_____
Date

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Ashley Rangel, Director of Operations
Printed Name and Title

1/3/18
Date

EXHIBIT B
AGENCY BANK ACCOUNT
Confidential

This Exhibit B to the ACH Processing Services Agreement between Certified and Agency provides as follows:

AGENCY/BUREAU NAME: Williamson County, Texas BUREAU CODE: _____

Banking Information - ACH/ECheck

The undersigned authority authorizes Certified Payments to deposit ACH credits and withdraw ACH debits to and from the Agency Bank account listed below. The undersigned authority has supplied and hereby confirms the bank account information provided.

Bank Name: _____ Bank Contact Name: _____ Contact Telephone/Fax/Email: _____

Street Address: _____ City, State: _____ Zip Code _____

Bank Routing Number: _____ Bank Account/DDA Number: _____

Name on Agency Bank Account: _____

PLEASE PROVIDE A COPY OF A VOID CHECK ON THE ABOVE-REFERENCED BANK ACCOUNT

AGENCY'S ACCEPTANCE:
COUNTY NAME
Williamson County,
Texas

By: _____
Agency Signature

_____
Printed Name and Title

_____
Date

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Ashley Rangel, Director of Operations
Printed Name and Title

1/3/18
Date

ELECTRONIC PAYMENT SYSTEMS - 2017 RFP

DIRECT COST COMPARISON

***Based on January 2017 Data *Does not include Tax Office *No Debit transactions included**

		Alacriti		JPMorgan		Complus/TPG		FA/Certified Payments		First Billing		Gila dba MSB		Paymentus		Tyler		Value Payment Systems		Wells Fargo	
Total Cost		$ 13,490.76		$ 13,001.82		$ 10,997.73		$ 11,902.01		$ 10,896.56		$ 12,842.47		$ 14,638.89		$ 15,186.88		$ 12,448.84		$ 12,042.52	
Eval Points		28.27		29.33		34.68		32.04		35.00		29.70		26.05		25.11		30.64		31.67	
DATA		Rate	Minimum	Rate	Minimum	Rate	Minimum	Rate	Minimum	Rate	Minimum	Rate	Minimum	Rate	Minimum	Rate	Minimum	Rate	Minimum	Rate	Minimum
		2.45%	$ 0.50	2.30%	$ 2.50	2.00%		2.15%	$ 1.00	1.95%	$ 1.50	2.29%	$ 2.00	2.65%	$ 1.00	2.75%	$ 1.00	2.25%	$ 1.00	2.19%	
Charge	Amount	Calculated	Charge	Calculated	Charge	Calculated	Charge	Calculated	Charge	Calculated	Charge	Calculated	Charge	Calculated	Charge	Calculated	Charge	Calculated	Charge	Calculated	Charge
$	4,012.00	$ 98.29	$ 98.29	$ 92.28	$ 92.28	$ 80.24	$ 80.24	$ 86.26	$ 86.26	$ 78.23	$ 78.23	$ 91.87	$ 91.87	$ 106.32	$ 106.32	$ 110.33	$ 110.33	$ 90.27	$ 90.27	$ 87.86	$ 87.86
$	3,905.00	$ 95.67	$ 95.67	$ 89.82	$ 89.82	$ 78.10	$ 78.10	$ 83.96	$ 83.96	$ 76.15	$ 76.15	$ 89.42	$ 89.42	$ 103.48	$ 103.48	$ 107.39	$ 107.39	$ 87.86	$ 87.86	$ 85.52	$ 85.52
$	2,401.25	$ 58.83	$ 58.83	$ 55.23	$ 55.23	$ 48.03	$ 48.03	$ 51.63	$ 51.63	$ 46.82	$ 46.82	$ 54.99	$ 54.99	$ 63.63	$ 63.63	$ 66.03	$ 66.03	$ 54.03	$ 54.03	$ 52.59	$ 52.59
$	2,251.75	$ 55.17	$ 55.17	$ 51.79	$ 51.79	$ 45.04	$ 45.04	$ 48.41	$ 48.41	$ 43.91	$ 43.91	$ 51.57	$ 51.57	$ 59.67	$ 59.67	$ 61.92	$ 61.92	$ 50.66	$ 50.66	$ 49.31	$ 49.31
$	1,910.95	$ 46.82	$ 46.82	$ 43.95	$ 43.95	$ 38.22	$ 38.22	$ 41.09	$ 41.09	$ 37.26	$ 37.26	$ 43.76	$ 43.76	$ 50.64	$ 50.64	$ 52.55	$ 52.55	$ 43.00	$ 43.00	$ 41.85	$ 41.85
$	1,363.00	$ 33.39	$ 33.39	$ 31.35	$ 31.35	$ 27.26	$ 27.26	$ 29.30	$ 29.30	$ 26.58	$ 26.58	$ 31.21	$ 31.21	$ 36.12	$ 36.12	$ 37.48	$ 37.48	$ 30.67	$ 30.67	$ 29.85	$ 29.85
$	769.00	$ 18.84	$ 18.84	$ 17.69	$ 17.69	$ 15.38	$ 15.38	$ 16.53	$ 16.53	$ 15.00	$ 15.00	$ 17.61	$ 17.61	$ 20.38	$ 20.38	$ 21.15	$ 21.15	$ 17.30	$ 17.30	$ 16.84	$ 16.84
$	735.00	$ 18.01	$ 18.01	$ 16.91	$ 16.91	$ 14.70	$ 14.70	$ 15.80	$ 15.80	$ 14.33	$ 14.33	$ 16.83	$ 16.83	$ 19.48	$ 19.48	$ 20.21	$ 20.21	$ 16.54	$ 16.54	$ 16.10	$ 16.10
$	620.00	$ 15.19	$ 15.19	$ 14.26	$ 14.26	$ 12.40	$ 12.40	$ 13.33	$ 13.33	$ 12.09	$ 12.09	$ 14.20	$ 14.20	$ 16.43	$ 16.43	$ 17.05	$ 17.05	$ 13.95	$ 13.95	$ 13.58	$ 13.58
$	546.00	$ 13.38	$ 13.38	$ 12.56	$ 12.56	$ 10.92	$ 10.92	$ 11.74	$ 11.74	$ 10.65	$ 10.65	$ 12.50	$ 12.50	$ 14.47	$ 14.47	$ 15.02	$ 15.02	$ 12.29	$ 12.29	$ 11.96	$ 11.96
$	344.00	$ 8.43	$ 8.43	$ 7.91	$ 7.91	$ 6.88	$ 6.88	$ 7.40	$ 7.40	$ 6.71	$ 6.71	$ 7.88	$ 7.88	$ 9.12	$ 9.12	$ 9.46	$ 9.46	$ 7.74	$ 7.74	$ 7.53	$ 7.53
$	175.00	$ 4.29	$ 4.29	$ 4.03	$ 4.03	$ 3.50	$ 3.50	$ 3.76	$ 3.76	$ 3.41	$ 3.41	$ 4.01	$ 4.01	$ 4.64	$ 4.64	$ 4.81	$ 4.81	$ 3.94	$ 3.94	$ 3.83	$ 3.83
$	126.50	$ 3.10	$ 3.10	$ 2.91	$ 2.91	$ 2.53	$ 2.53	$ 2.72	$ 2.72	$ 2.47	$ 2.47	$ 2.90	$ 2.90	$ 3.35	$ 3.35	$ 3.48	$ 3.48	$ 2.85	$ 2.85	$ 2.77	$ 2.77
$	100.00	$ 2.45	$ 2.45	$ 2.30	$ 2.50	$ 2.00	$ 2.00	$ 2.15	$ 2.15	$ 1.95	$ 1.95	$ 2.29	$ 2.29	$ 2.65	$ 2.65	$ 2.75	$ 2.75	$ 2.25	$ 2.25	$ 2.19	$ 2.19
$	89.00	$ 2.18	$ 2.18	$ 2.05	$ 2.50	$ 1.78	$ 1.78	$ 1.91	$ 1.91	$ 1.74	$ 1.74	$ 2.04	$ 2.04	$ 2.36	$ 2.36	$ 2.45	$ 2.45	$ 2.00	$ 2.00	$ 1.95	$ 1.95
$	49.00	$ 1.20	$ 1.20	$ 1.13	$ 2.50	$ 0.98	$ 0.98	$ 1.05	$ 1.05	$ 0.96	$ 1.50	$ 1.12	$ 2.00	$ 1.30	$ 1.30	$ 1.35	$ 1.35	$ 1.10	$ 1.10	$ 1.07	$ 1.07
$	40.00	$ 0.98	$ 0.98	$ 0.92	$ 2.50	$ 0.80	$ 0.80	$ 0.86	$ 1.00	$ 0.78	$ 1.50	$ 0.92	$ 2.00	$ 1.06	$ 1.06	$ 1.10	$ 1.10	$ 0.90	$ 1.00	$ 0.88	$ 0.88
$	36.00	$ 0.88	$ 0.88	$ 0.83	$ 2.50	$ 0.72	$ 0.72	$ 0.77	$ 1.00	$ 0.70	$ 1.50	$ 0.82	$ 2.00	$ 0.95	$ 1.00	$ 0.99	$ 1.00	$ 0.81	$ 1.00	$ 0.79	$ 0.79
$	29.25	$ 0.72	$ 0.72	$ 0.67	$ 2.50	$ 0.59	$ 0.59	$ 0.63	$ 1.00	$ 0.57	$ 1.50	$ 0.67	$ 2.00	$ 0.78	$ 1.00	$ 0.80	$ 1.00	$ 0.66	$ 1.00	$ 0.64	$ 0.64
$	28.25	$ 0.69	$ 0.69	$ 0.65	$ 2.50	$ 0.57	$ 0.57	$ 0.61	$ 1.00	$ 0.55	$ 1.50	$ 0.65	$ 2.00	$ 0.75	$ 1.00	$ 0.78	$ 1.00	$ 0.64	$ 1.00	$ 0.62	$ 0.62
$	28.00	$ 0.69	$ 0.69	$ 0.64	$ 2.50	$ 0.56	$ 0.56	$ 0.60	$ 1.00	$ 0.55	$ 1.50	$ 0.64	$ 2.00	$ 0.74	$ 1.00	$ 0.77	$ 1.00	$ 0.63	$ 1.00	$ 0.61	$ 0.61
$	25.00	$ 0.61	$ 0.61	$ 0.58	$ 2.50	$ 0.50	$ 0.50	$ 0.54	$ 1.00	$ 0.49	$ 1.50	$ 0.57	$ 2.00	$ 0.66	$ 1.00	$ 0.69	$ 1.00	$ 0.56	$ 1.00	$ 0.55	$ 0.55
$	25.00	$ 0.61	$ 0.61	$ 0.58	$ 2.50	$ 0.50	$ 0.50	$ 0.54	$ 1.00	$ 0.49	$ 1.50	$ 0.57	$ 2.00	$ 0.66	$ 1.00	$ 0.69	$ 1.00	$ 0.56	$ 1.00	$ 0.55	$ 0.55
$	6.50	$ 0.16	$ 0.50	$ 0.15	$ 2.50	$ 0.13	$ 0.13	$ 0.14	$ 1.00	$ 0.13	$ 1.50	$ 0.15	$ 2.00	$ 0.17	$ 1.00	$ 0.18	$ 1.00	$ 0.15	$ 1.00	$ 0.14	$ 0.14
$	5.00	$ 0.12	$ 0.50	$ 0.12	$ 2.50	$ 0.10	$ 0.10	$ 0.11	$ 1.00	$ 0.10	$ 1.50	$ 0.11	$ 2.00	$ 0.13	$ 1.00	$ 0.14	$ 1.00	$ 0.11	$ 1.00	$ 0.11	$ 0.11
$	5,130.50	$ 125.70	$ 125.70	$ 118.00	$ 118.00	$ 102.61	$ 102.61	$ 110.31	$ 110.31	$ 100.04	$ 100.04	$ 117.49	$ 117.49	$ 135.96	$ 135.96	$ 141.09	$ 141.09	$ 115.44	$ 115.44	$ 112.36	$ 112.36
$	4,768.20	$ 116.82	$ 116.82	$ 109.67	$ 109.67	$ 95.36	$ 95.36	$ 102.52	$ 102.52	$ 92.98	$ 92.98	$ 109.19	$ 109.19	$ 126.36	$ 126.36	$ 131.13	$ 131.13	$ 107.28	$ 107.28	$ 104.42	$ 104.42
$	3,834.65	$ 93.95	$ 93.95	$ 88.20	$ 88.20	$ 76.69	$ 76.69	$ 82.44	$ 82.44	$ 74.78	$ 74.78	$ 87.81	$ 87.81	$ 101.62	$ 101.62	$ 105.45	$ 105.45	$ 86.28	$ 86.28	$ 83.98	$ 83.98
$	2,834.00	$ 69.43	$ 69.43	$ 65.18	$ 65.18	$ 56.68	$ 56.68	$ 60.93	$ 60.93	$ 55.26	$ 55.26	$ 64.90	$ 64.90	$ 75.10	$ 75.10	$ 77.94	$ 77.94	$ 63.77	$ 63.77	$ 62.06	$ 62.06
$	985.80	$ 24.15	$ 24.15	$ 22.67	$ 22.67	$ 19.72	$ 19.72	$ 21.19	$ 21.19	$ 19.22	$ 19.22	$ 22.57	$ 22.57	$ 26.12	$ 26.12	$ 27.11	$ 27.11	$ 22.18	$ 22.18	$ 21.59	$ 21.59
$	683.00	$ 16.73	$ 16.73	$ 15.71	$ 15.71	$ 13.66	$ 13.66	$ 14.68	$ 14.68	$ 13.32	$ 13.32	$ 15.64	$ 15.64	$ 18.10	$ 18.10	$ 18.78	$ 18.78	$ 15.37	$ 15.37	$ 14.96	$ 14.96
$	605.10	$ 14.82	$ 14.82	$ 13.92	$ 13.92	$ 12.10	$ 12.10	$ 13.01	$ 13.01	$ 11.80	$ 11.80	$ 13.86	$ 13.86	$ 16.04	$ 16.04	$ 16.64	$ 16.64	$ 13.61	$ 13.61	$ 13.25	$ 13.25
$	493.00	$ 12.08	$ 12.08	$ 11.34	$ 11.34	$ 9.86	$ 9.86	$ 10.60	$ 10.60	$ 9.61	$ 9.61	$ 11.29	$ 11.29	$ 13.06	$ 13.06	$ 13.56	$ 13.56	$ 11.09	$ 11.09	$ 10.80	$ 10.80
$	388.25	$ 9.51	$ 9.51	$ 8.93	$ 8.93	$ 7.77	$ 7.77	$ 8.35	$ 8.35	$ 7.57	$ 7.57	$ 8.89	$ 8.89	$ 10.29	$ 10.29	$ 10.68	$ 10.68	$ 8.74	$ 8.74	$ 8.50	$ 8.50
$	284.00	$ 6.96	$ 6.96	$ 6.53	$ 6.53	$ 5.68	$ 5.68	$ 6.11	$ 6.11	$ 5.54	$ 5.54	$ 6.50	$ 6.50	$ 7.53	$ 7.53	$ 7.81	$ 7.81	$ 6.39	$ 6.39	$ 6.22	$ 6.22
$	237.00	$ 5.81	$ 5.81	$ 5.45	$ 5.45	$ 4.74	$ 4.74	$ 5.10	$ 5.10	$ 4.62	$ 4.62	$ 5.43	$ 5.43	$ 6.28	$ 6.28	$ 6.52	$ 6.52	$ 5.33	$ 5.33	$ 5.19	$ 5.19
$	150.00	$ 3.68	$ 3.68	$ 3.45	$ 3.45	$ 3.00	$ 3.00	$ 3.23	$ 3.23	$ 2.93	$ 2.93	$ 3.44	$ 3.44	$ 3.98	$ 3.98	$ 4.13	$ 4.13	$ 3.38	$ 3.38	$ 3.29	$ 3.29
$	140.00	$ 3.43	$ 3.43	$ 3.22	$ 3.22	$ 2.80	$ 2.80	$ 3.01	$ 3.01	$ 2.73	$ 2.73	$ 3.21	$ 3.21	$ 3.71	$ 3.71	$ 3.85	$ 3.85	$ 3.15	$ 3.15	$ 3.07	$ 3.07
$	113.00	$ 2.77	$ 2.77	$ 2.60	$ 2.60	$ 2.26	$ 2.26	$ 2.43	$ 2.43	$ 2.20	$ 2.20	$ 2.59	$ 2.59	$ 2.99	$ 2.99	$ 3.11	$ 3.11	$ 2.54	$ 2.54	$ 2.47	$ 2.47
$	107.00	$ 2.62	$ 2.62	$ 2.46	$ 2.50	$ 2.14	$ 2.14	$ 2.30	$ 2.30	$ 2.09	$ 2.09	$ 2.45	$ 2.45	$ 2.84	$ 2.84	$ 2.94	$ 2.94	$ 2.41	$ 2.41	$ 2.34	$ 2.34
$	76.00	$ 1.86	$ 1.86	$ 1.75	$ 2.50	$ 1.52	$ 1.52	$ 1.63	$ 1.63	$ 1.48	$ 1.50	$ 1.74	$ 2.00	$ 2.01	$ 2.01	$ 2.09	$ 2.09	$ 1.71	$ 1.71	$ 1.66	$ 1.66
$	43.00	$ 1.05	$ 1.05	$ 0.99	$ 2.50	$ 0.86	$ 0.86	$ 0.92	$ 1.00	$ 0.84	$ 1.50	$ 0.98	$ 2.00	$ 1.14	$ 1.14	$ 1.18	$ 1.18	$ 0.97	$ 1.00	$ 0.94	$ 0.94
$	41.00	$ 1.00	$ 1.00	$ 0.94	$ 2.50	$ 0.82	$ 0.82	$ 0.88	$ 1.00	$ 0.80	$ 1.50	$ 0.94	$ 2.00	$ 1.09	$ 1.09	$ 1.13	$ 1.13	$ 0.92	$ 1.00	$ 0.90	$ 0.90
$	25.00	$ 0.61	$ 0.61	$ 0.58	$ 2.50	$ 0.50	$ 0.50	$ 0.54	$ 1.00	$ 0.49	$ 1.50	$ 0.57	$ 2.00	$ 0.66	$ 1.00	$ 0.69	$ 1.00	$ 0.56	$ 1.00	$ 0.55	$ 0.55
$	22.00	$ 0.54	$ 0.54	$ 0.51	$ 2.50	$ 0.44	$ 0.44	$ 0.47	$ 1.00	$ 0.43	$ 1.50	$ 0.50	$ 2.00	$ 0.58	$ 1.00	$ 0.61	$ 1.00	$ 0.50	$ 1.00	$ 0.48	$ 0.48
$	20.00	$ 0.49	$ 0.50	$ 0.46	$ 2.50	$ 0.40	$ 0.40	$ 0.43	$ 1.00	$ 0.39	$ 1.50	$ 0.46	$ 2.00	$ 0.53	$ 1.00	$ 0.55	$ 1.00	$ 0.45	$ 1.00	$ 0.44	$ 0.44
$	16.00	$ 0.39	$ 0.50	$ 0.37	$ 2.50	$ 0.32	$ 0.32	$ 0.34	$ 1.00	$ 0.31	$ 1.50	$ 0.37	$ 2.00	$ 0.42	$ 1.00	$ 0.44	$ 1.00	$ 0.36	$ 1.00	$ 0.35	$ 0.35
$	3,817.25	$ 93.52	$ 93.52	$ 87.80	$ 87.80	$ 76.35	$ 76.35	$ 82.07	$ 82.07	$ 74.44	$ 74.44	$ 87.42	$ 87.42	$ 101.16	$ 101.16	$ 104.97	$ 104.97	$ 85.89	$ 85.89	$ 83.60	$ 83.60
$	3,518.73	$ 86.21	$ 86.21	$ 80.93	$ 80.93	$ 70.37	$ 70.37	$ 75.65	$ 75.65	$ 68.62	$ 68.62	$ 80.58	$ 80.58	$ 93.25	$ 93.25	$ 96.77	$ 96.77	$ 79.17	$ 79.17	$ 77.06	$ 77.06
$	3,444.00	$ 84.38	$ 84.38	$ 79.21	$ 79.21	$ 68.88	$ 68.88	$ 74.05	$ 74.05	$ 67.16	$ 67.16	$ 78.87	$ 78.87	$ 91.27	$ 91.27	$ 94.71	$ 94.71	$ 77.49	$ 77.49	$ 75.42	$ 75.42
$	2,477.25	$ 60.69	$ 60.69	$ 56.98	$ 56.98	$ 49.55	$ 49.55	$ 53.26	$ 53.26	$ 48.31	$ 48.31	$ 56.73	$ 56.73	$ 65.65	$ 65.65	$ 68.12	$ 68.12	$ 55.74	$ 55.74	$ 54.25	$ 54.25
$	2,407.00	$ 58.97	$ 58.97	$ 55.36	$ 55.36	$ 48.14	$ 48.14	$ 51.75	$ 51.75	$ 46.94	$ 46.94	$ 55.12	$ 55.12	$ 63.79	$ 63.79	$ 66.19	$ 66.19	$ 54.16	$ 54.16	$ 52.71	$ 52.71
$	1,844.90	$ 45.20	$ 45.20	$ 42.43	$ 42.43	$ 36.90	$ 36.90	$ 39.67	$ 39.67	$ 35.98	$ 35.98	$ 42.25	$ 42.25	$ 48.89	$ 48.89	$ 50.73	$ 50.73	$ 41.51	$ 41.51	$ 40.40	$ 40.40
$	1,769.00	$ 43.34	$ 43.34	$ 40.69	$ 40.69	$ 35.38	$ 35.38	$ 38.03	$ 38.03	$ 34.50	$ 34.50	$ 40.51	$ 40.51	$ 46.88	$ 46.88	$ 48.65	$ 48.65	$ 39.80	$ 39.80	$ 38.74	$ 38.74
$	1,241.38	$ 30.41	$ 30.41	$ 28.55	$ 28.55	$ 24.83	$ 24.83	$ 26.69	$ 26.69	$ 24.21	$ 24.21	$ 28.43	$ 28.43	$ 32.90	$ 32.90	$ 34.14	$ 34.14	$ 27.93	$ 27.93	$ 27.19	$ 27.19
$	1,100.00	$ 26.95	$ 26.95	$ 25.30	$ 25.30	$ 22.00	$ 22.00	$ 23.65	$ 23.65	$ 21.45	$ 21.45	$ 25.19	$ 25.19	$ 29.15	$ 29.15	$ 30.25	$ 30.25	$ 24.75	$ 24.75	$ 24.09	$ 24.09
$	980.00	$ 24.01	$ 24.01	$ 22.54	$ 22.54	$ 19.60	$ 19.60	$ 21.07	$ 21.07	$ 19.11	$ 19.11	$ 22.44	$ 22.44	$ 25.97	$ 25.97	$ 26.95	$ 26.95	$ 22.05	$ 22.05	$ 21.46	$ 21.46
$	855.00	$ 20.95	$ 20.95	$ 19.67	$ 19.67	$ 17.10	$ 17.10	$ 18.38	$ 18.38	$ 16.67	$ 16.67	$ 19.58	$ 19.58	$ 22.66	$ 22.66	$ 23.51	$ 23.51	$ 19.24	$ 19.24	$ 18.72	$ 18.72
$	765.00	$ 18.74	$ 18.74	$ 17.60	$ 17.60	$ 15.30	$ 15.30	$ 16.45	$ 16.45	$ 14.92	$ 14.92	$ 17.52	$ 17.52	$ 20.27	$ 20.27	$ 21.04	$ 21.04	$ 17.21	$ 17.21	$ 16.75	$ 16.75

$	759.20	$	18.60	$	18.60	$	17.46	$	17.46	$	15.18	$	15.18	$	16.32	$	16.32	$	14.80	$	14.80	$	17.39	$	17.39	$	20.12	$	20.12	$	20.88	$	20.88	$	17.08	$	17.08	$	16.63	$	16.63
$	715.50	$	17.53	$	17.53	$	16.46	$	16.46	$	14.31	$	14.31	$	15.38	$	15.38	$	13.95	$	13.95	$	16.38	$	16.38	$	18.96	$	18.96	$	19.68	$	19.68	$	16.10	$	16.10	$	15.67	$	15.67
$	652.25	$	15.98	$	15.98	$	15.00	$	15.00	$	13.05	$	13.05	$	14.02	$	14.02	$	12.72	$	12.72	$	14.94	$	14.94	$	17.28	$	17.28	$	17.94	$	17.94	$	14.68	$	14.68	$	14.28	$	14.28
$	620.00	$	15.19	$	15.19	$	14.26	$	14.26	$	12.40	$	12.40	$	13.33	$	13.33	$	12.09	$	12.09	$	14.20	$	14.20	$	16.43	$	16.43	$	17.05	$	17.05	$	13.95	$	13.95	$	13.58	$	13.58
$	566.75	$	13.89	$	13.89	$	13.04	$	13.04	$	11.34	$	11.34	$	12.19	$	12.19	$	11.05	$	11.05	$	12.98	$	12.98	$	15.02	$	15.02	$	15.59	$	15.59	$	12.75	$	12.75	$	12.41	$	12.41
$	479.00	$	11.74	$	11.74	$	11.02	$	11.02	$	9.58	$	9.58	$	10.30	$	10.30	$	9.34	$	9.34	$	10.97	$	10.97	$	12.69	$	12.69	$	13.17	$	13.17	$	10.78	$	10.78	$	10.49	$	10.49
$	321.00	$	7.86	$	7.86	$	7.38	$	7.38	$	6.42	$	6.42	$	6.90	$	6.90	$	6.26	$	6.26	$	7.35	$	7.35	$	8.51	$	8.51	$	8.83	$	8.83	$	7.22	$	7.22	$	7.03	$	7.03
$	260.00	$	6.37	$	6.37	$	5.98	$	5.98	$	5.20	$	5.20	$	5.59	$	5.59	$	5.07	$	5.07	$	5.95	$	5.95	$	6.89	$	6.89	$	7.15	$	7.15	$	5.85	$	5.85	$	5.69	$	5.69
$	209.00	$	5.12	$	5.12	$	4.81	$	4.81	$	4.18	$	4.18	$	4.49	$	4.49	$	4.08	$	4.08	$	4.79	$	4.79	$	5.54	$	5.54	$	5.75	$	5.75	$	4.70	$	4.70	$	4.58	$	4.58
$	202.00	$	4.95	$	4.95	$	4.65	$	4.65	$	4.04	$	4.04	$	4.34	$	4.34	$	3.94	$	3.94	$	4.63	$	4.63	$	5.35	$	5.35	$	5.56	$	5.56	$	4.55	$	4.55	$	4.42	$	4.42
$	155.00	$	3.80	$	3.80	$	3.57	$	3.57	$	3.10	$	3.10	$	3.33	$	3.33	$	3.02	$	3.02	$	3.55	$	3.55	$	4.11	$	4.11	$	4.26	$	4.26	$	3.49	$	3.49	$	3.39	$	3.39
$	155.00	$	3.80	$	3.80	$	3.57	$	3.57	$	3.10	$	3.10	$	3.33	$	3.33	$	3.02	$	3.02	$	3.55	$	3.55	$	4.11	$	4.11	$	4.26	$	4.26	$	3.49	$	3.49	$	3.39	$	3.39
$	150.00	$	3.68	$	3.68	$	3.45	$	3.45	$	3.00	$	3.00	$	3.23	$	3.23	$	2.93	$	2.93	$	3.44	$	3.44	$	3.98	$	3.98	$	4.13	$	4.13	$	3.38	$	3.38	$	3.29	$	3.29
$	130.00	$	3.19	$	3.19	$	2.99	$	2.99	$	2.60	$	2.60	$	2.80	$	2.80	$	2.54	$	2.54	$	2.98	$	2.98	$	3.45	$	3.45	$	3.58	$	3.58	$	2.93	$	2.93	$	2.85	$	2.85
$	125.00	$	3.06	$	3.06	$	2.88	$	2.88	$	2.50	$	2.50	$	2.69	$	2.69	$	2.44	$	2.44	$	2.86	$	2.86	$	3.31	$	3.31	$	3.44	$	3.44	$	2.81	$	2.81	$	2.74	$	2.74
$	95.00	$	2.33	$	2.33	$	2.19	$	2.50	$	1.90	$	1.90	$	2.04	$	2.04	$	1.85	$	1.85	$	2.18	$	2.18	$	2.52	$	2.52	$	2.61	$	2.61	$	2.14	$	2.14	$	2.08	$	2.08
$	80.00	$	1.96	$	1.96	$	1.84	$	2.50	$	1.60	$	1.60	$	1.72	$	1.72	$	1.56	$	1.56	$	1.83	$	2.00	$	2.12	$	2.12	$	2.20	$	2.20	$	1.80	$	1.80	$	1.75	$	1.75
$	45.00	$	1.10	$	1.10	$	1.04	$	2.50	$	0.90	$	0.90	$	0.97	$	1.00	$	0.88	$	1.50	$	1.03	$	2.00	$	1.19	$	1.19	$	1.24	$	1.24	$	1.01	$	1.01	$	0.99	$	0.99
$	30.00	$	0.74	$	0.74	$	0.69	$	2.50	$	0.60	$	0.60	$	0.65	$	1.00	$	0.59	$	1.50	$	0.69	$	2.00	$	0.80	$	1.00	$	0.83	$	1.00	$	0.68	$	1.00	$	0.66	$	0.66
$	25.00	$	0.61	$	0.61	$	0.58	$	2.50	$	0.50	$	0.50	$	0.54	$	1.00	$	0.49	$	1.50	$	0.57	$	2.00	$	0.66	$	1.00	$	0.69	$	1.00	$	0.56	$	1.00	$	0.55	$	0.55
$	20.00	$	0.49	$	0.50	$	0.46	$	2.50	$	0.40	$	0.40	$	0.43	$	1.00	$	0.39	$	1.50	$	0.46	$	2.00	$	0.53	$	1.00	$	0.55	$	1.00	$	0.45	$	1.00	$	0.44	$	0.44
$	10.00	$	0.25	$	0.50	$	0.23	$	2.50	$	0.20	$	0.20	$	0.22	$	1.00	$	0.20	$	1.50	$	0.23	$	2.00	$	0.27	$	1.00	$	0.28	$	1.00	$	0.23	$	1.00	$	0.22	$	0.22
$	8.00	$	0.20	$	0.50	$	0.18	$	2.50	$	0.16	$	0.16	$	0.17	$	1.00	$	0.16	$	1.50	$	0.18	$	2.00	$	0.21	$	1.00	$	0.22	$	1.00	$	0.18	$	1.00	$	0.18	$	0.18
$	5.00	$	0.12	$	0.50	$	0.12	$	2.50	$	0.10	$	0.10	$	0.11	$	1.00	$	0.10	$	1.50	$	0.11	$	2.00	$	0.13	$	1.00	$	0.14	$	1.00	$	0.11	$	1.00	$	0.11	$	0.11
$	3,738.40	$	91.59	$	91.59	$	85.98	$	85.98	$	74.77	$	74.77	$	80.38	$	80.38	$	72.90	$	72.90	$	85.61	$	85.61	$	99.07	$	99.07	$	102.81	$	102.81	$	84.11	$	84.11	$	81.87	$	81.87
$	1,010.75	$	24.76	$	24.76	$	23.25	$	23.25	$	20.22	$	20.22	$	21.73	$	21.73	$	19.71	$	19.71	$	23.15	$	23.15	$	26.78	$	26.78	$	27.80	$	27.80	$	22.74	$	22.74	$	22.14	$	22.14
$	611.36	$	14.98	$	14.98	$	14.06	$	14.06	$	12.23	$	12.23	$	13.14	$	13.14	$	11.92	$	11.92	$	14.00	$	14.00	$	16.20	$	16.20	$	16.81	$	16.81	$	13.76	$	13.76	$	13.39	$	13.39
$	583.99	$	14.31	$	14.31	$	13.43	$	13.43	$	11.68	$	11.68	$	12.56	$	12.56	$	11.39	$	11.39	$	13.37	$	13.37	$	15.48	$	15.48	$	16.06	$	16.06	$	13.14	$	13.14	$	12.79	$	12.79
$	518.50	$	12.70	$	12.70	$	11.93	$	11.93	$	10.37	$	10.37	$	11.15	$	11.15	$	10.11	$	10.11	$	11.87	$	11.87	$	13.74	$	13.74	$	14.26	$	14.26	$	11.67	$	11.67	$	11.36	$	11.36
$	430.00	$	10.54	$	10.54	$	9.89	$	9.89	$	8.60	$	8.60	$	9.25	$	9.25	$	8.39	$	8.39	$	9.85	$	9.85	$	11.40	$	11.40	$	11.83	$	11.83	$	9.68	$	9.68	$	9.42	$	9.42
$	355.25	$	8.70	$	8.70	$	8.17	$	8.17	$	7.11	$	7.11	$	7.64	$	7.64	$	6.93	$	6.93	$	8.14	$	8.14	$	9.41	$	9.41	$	9.77	$	9.77	$	7.99	$	7.99	$	7.78	$	7.78
$	333.00	$	8.16	$	8.16	$	7.66	$	7.66	$	6.66	$	6.66	$	7.16	$	7.16	$	6.49	$	6.49	$	7.63	$	7.63	$	8.82	$	8.82	$	9.16	$	9.16	$	7.49	$	7.49	$	7.29	$	7.29
$	260.00	$	6.37	$	6.37	$	5.98	$	5.98	$	5.20	$	5.20	$	5.59	$	5.59	$	5.07	$	5.07	$	5.95	$	5.95	$	6.89	$	6.89	$	7.15	$	7.15	$	5.85	$	5.85	$	5.69	$	5.69
$	234.20	$	5.74	$	5.74	$	5.39	$	5.39	$	4.68	$	4.68	$	5.04	$	5.04	$	4.57	$	4.57	$	5.36	$	5.36	$	6.21	$	6.21	$	6.44	$	6.44	$	5.27	$	5.27	$	5.13	$	5.13
$	172.00	$	4.21	$	4.21	$	3.96	$	3.96	$	3.44	$	3.44	$	3.70	$	3.70	$	3.35	$	3.35	$	3.94	$	3.94	$	4.56	$	4.56	$	4.73	$	4.73	$	3.87	$	3.87	$	3.77	$	3.77
$	140.00	$	3.43	$	3.43	$	3.22	$	3.22	$	2.80	$	2.80	$	3.01	$	3.01	$	2.73	$	2.73	$	3.21	$	3.21	$	3.71	$	3.71	$	3.85	$	3.85	$	3.15	$	3.15	$	3.07	$	3.07
$	118.00	$	2.89	$	2.89	$	2.71	$	2.71	$	2.36	$	2.36	$	2.54	$	2.54	$	2.30	$	2.30	$	2.70	$	2.70	$	3.13	$	3.13	$	3.25	$	3.25	$	2.66	$	2.66	$	2.58	$	2.58
$	111.00	$	2.72	$	2.72	$	2.55	$	2.55	$	2.22	$	2.22	$	2.39	$	2.39	$	2.16	$	2.16	$	2.54	$	2.54	$	2.94	$	2.94	$	3.05	$	3.05	$	2.50	$	2.50	$	2.43	$	2.43
$	100.00	$	2.45	$	2.45	$	2.30	$	2.50	$	2.00	$	2.00	$	2.15	$	2.15	$	1.95	$	1.95	$	2.29	$	2.29	$	2.65	$	2.65	$	2.75	$	2.75	$	2.25	$	2.25	$	2.19	$	2.19
$	84.00	$	2.06	$	2.06	$	1.93	$	2.50	$	1.68	$	1.68	$	1.81	$	1.81	$	1.64	$	1.64	$	1.92	$	2.00	$	2.23	$	2.23	$	2.31	$	2.31	$	1.89	$	1.89	$	1.84	$	1.84
$	75.00	$	1.84	$	1.84	$	1.73	$	2.50	$	1.50	$	1.50	$	1.61	$	1.61	$	1.46	$	1.50	$	1.72	$	2.00	$	1.99	$	1.99	$	2.06	$	2.06	$	1.69	$	1.69	$	1.64	$	1.64
$	53.00	$	1.30	$	1.30	$	1.22	$	2.50	$	1.06	$	1.06	$	1.14	$	1.14	$	1.03	$	1.50	$	1.21	$	2.00	$	1.40	$	1.40	$	1.46	$	1.46	$	1.19	$	1.19	$	1.16	$	1.16
$	30.00	$	0.74	$	0.74	$	0.69	$	2.50	$	0.60	$	0.60	$	0.65	$	1.00	$	0.59	$	1.50	$	0.69	$	2.00	$	0.80	$	1.00	$	0.83	$	1.00	$	0.68	$	1.00	$	0.66	$	0.66
$	20.00	$	0.49	$	0.50	$	0.46	$	2.50	$	0.40	$	0.40	$	0.43	$	1.00	$	0.39	$	1.50	$	0.46	$	2.00	$	0.53	$	1.00	$	0.55	$	1.00	$	0.45	$	1.00	$	0.44	$	0.44
$	10.25	$	0.25	$	0.50	$	0.24	$	2.50	$	0.21	$	0.21	$	0.22	$	1.00	$	0.20	$	1.50	$	0.23	$	2.00	$	0.27	$	1.00	$	0.28	$	1.00	$	0.23	$	1.00	$	0.22	$	0.22
$	5,775.13	$	141.49	$	141.49	$	132.83	$	132.83	$	115.50	$	115.50	$	124.17	$	124.17	$	112.62	$	112.62	$	132.25	$	132.25	$	153.04	$	153.04	$	158.82	$	158.82	$	129.94	$	129.94	$	126.48	$	126.48
$	5,040.00	$	123.48	$	123.48	$	115.92	$	115.92	$	100.80	$	100.80	$	108.36	$	108.36	$	98.28	$	98.28	$	115.42	$	115.42	$	133.56	$	133.56	$	138.60	$	138.60	$	113.40	$	113.40	$	110.38	$	110.38
$	4,330.00	$	106.09	$	106.09	$	99.59	$	99.59	$	86.60	$	86.60	$	93.10	$	93.10	$	84.44	$	84.44	$	99.16	$	99.16	$	114.75	$	114.75	$	119.08	$	119.08	$	97.43	$	97.43	$	94.83	$	94.83
$	3,951.75	$	96.82	$	96.82	$	90.89	$	90.89	$	79.04	$	79.04	$	84.96	$	84.96	$	77.06	$	77.06	$	90.50	$	90.50	$	104.72	$	104.72	$	108.67	$	108.67	$	88.91	$	88.91	$	86.54	$	86.54
$	3,131.00	$	76.71	$	76.71	$	72.01	$	72.01	$	62.62	$	62.62	$	67.32	$	67.32	$	61.05	$	61.05	$	71.70	$	71.70	$	82.97	$	82.97	$	86.10	$	86.10	$	70.45	$	70.45	$	68.57	$	68.57
$	2,579.75	$	63.20	$	63.20	$	59.33	$	59.33	$	51.60	$	51.60	$	55.46	$	55.46	$	50.31	$	50.31	$	59.08	$	59.08	$	68.36	$	68.36	$	70.94	$	70.94	$	58.04	$	58.04	$	56.50	$	56.50
$	2,301.20	$	56.38	$	56.38	$	52.93	$	52.93	$	46.02	$	46.02	$	49.48	$	49.48	$	44.87	$	44.87	$	52.70	$	52.70	$	60.98	$	60.98	$	63.28	$	63.28	$	51.78	$	51.78	$	50.40	$	50.40
$	1,494.50	$	36.62	$	36.62	$	34.37	$	34.37	$	29.89	$	29.89	$	32.13	$	32.13	$	29.14	$	29.14	$	34.22	$	34.22	$	39.60	$	39.60	$	41.10	$	41.10	$	33.63	$	33.63	$	32.73	$	32.73
$	894.00	$	21.90	$	21.90	$	20.56	$	20.56	$	17.88	$	17.88	$	19.22	$	19.22	$	17.43	$	17.43	$	20.47	$	20.47	$	23.69	$	23.69	$	24.59	$	24.59	$	20.12	$	20.12	$	19.58	$	19.58
$	760.10	$	18.62	$	18.62	$	17.48	$	17.48	$	15.20	$	15.20	$	16.34	$	16.34	$	14.82	$	14.82	$	17.41	$	17.41	$	20.14	$	20.14	$	20.90	$	20.90	$	17.10	$	17.10	$	16.65	$	16.65
$	605.00	$	14.82	$	14.82	$	13.92	$	13.92	$	12.10	$	12.10	$	13.01	$	13.01	$	11.80	$	11.80	$	13.85	$	13.85	$	16.03	$	16.03	$	16.64	$	16.64	$	13.61	$	13.61	$	13.25	$	13.25
$	500.00	$	12.25	$	12.25	$	11.50	$	11.50	$	10.00	$	10.00	$	10.75	$	10.75	$	9.75	$	9.75	$	11.45	$	11.45	$	13.25	$	13.25	$	13.75	$	13.75	$	11.25	$	11.25	$	10.95	$	10.95
$	500.00	$	12.25	$	12.25	$	11.50	$	11.50	$	10.00	$	10.00	$	10.75	$	10.75	$	9.75	$	9.75	$	11.45	$	11.45	$	13.25	$	13.25	$	13.75	$	13.75	$	11.25	$	11.25	$	10.95	$	10.95
$	456.00	$	11.17	$	11.17	$	10.49	$	10.49	$	9.12	$	9.12	$	9.80	$	9.80	$	8.89	$	8.89	$	10.44	$	10.44	$	12.08	$	12.08	$	12.54	$	12.54	$	10.26	$	10.26	$	9.99	$	9.99
$	314.00	$	7.69	$	7.69	$	7.22	$	7.22	$	6.28	$	6.28	$	6.75	$	6.75	$	6.12	$	6.12	$	7.19	$	7.19	$	8.32	$	8.32	$	8.64	$	8.64	$	7.07	$	7.07	$	6.88	$	6.88
$	304.50	$	7.46	$	7.46	$	7.00	$	7.00	$	6.09	$	6.09	$	6.55	$	6.55	$	5.94	$	5.94	$	6.97	$	6.97	$	8.07	$	8.07	$	8.37	$	8.37	$	6.85	$	6.85	$	6.67	$	6.67
$	292.00	$	7.15	$	7.15	$	6.72	$	6.72	$	5.84	$	5.84	$	6.28	$	6.28	$	5.69	$	5.69	$	6.69	$	6.69	$	7.74	$	7.74	$	8.03	$	8.03	$	6.57	$	6.57	$	6.39	$	6.39
$	259.25	$	6.35	$	6.35	$	5.96	$	5.96	$	5.19	$	5.19	$	5.57	$	5.57	$	5.06	$	5.06	$	5.94	$	5.94	$	6.87	$	6.87	$	7.13	$	7.13	$	5.83	$	5.83	$	5.68	$	5.68
$	236.00	$	5.78	$	5.78	$	5.43	$	5.43	$	4.72	$	4.72	$	5.07	$	5.07	$	4.60	$	4.60	$	5.40	$	5.40	$	6.25	$	6.25	$	6.49	$	6.49	$	5.31	$	5.31	$	5.17	$	5.17
$	217.00	$	5.32	$	5.32	$	4.99	$	4.99	$	4.34	$	4.34	$	4.67	$	4.67	$	4.23	$	4.23	$	4.97	$	4.97	$	5.75	$	5.75	$	5.97	$	5.97	$	4.88	$	4.88	$	4.75	$	4.75
$	200.00	$	4.90	$	4.90	$	4.60	$	4.60	$	4.00	$	4.00	$	4.30	$	4.30	$	3.90	$	3.90	$	4.58	$	4.58	$	5.30	$	5.30	$	5.50	$	5.50	$	4.50	$	4.50	$	4.38	$	4.38
$	197.00	$	4.83	$	4.83	$	4.53	$	4.53	$	3.94	$	3.94	$	4.24	$	4.24	$	3.84	$	3.84	$	4.51	$	4.51	$	5.22	$	5.22	$	5.42	$	5.42	$	4.43	$	4.43	$	4.31	$	4.31
$	122.00	$	2.99	$	2.99	$	2.81	$	2.81	$	2.44	$	2.44	$	2.62	$	2.62	$	2.38	$	2.38	$	2.79	$	2.79	$	3.23	$	3.23	$	3.36	$	3.36	$	2.75	$	2.75	$	2.67	$	2.67
$	72.25	$	1.77	$	1.77	$	1.66	$	2.50	$	1.45	$	1.45	$	1.55	$	1.55	$	1.41	$	1.50	$	1.65	$	2.00	$	1.91	$	1.91	$	1.99	$	1.99	$	1.63	$	1.63	$	1.58	$	1.58

$	70.00	$	1.72	$	1.72	$	1.61	$	2.50	$	1.40	$	1.40	$	1.51	$	1.51	$	1.37	$	1.50	$	1.60	$	2.00	$	1.86	$	1.86	$	1.93	$	1.93	$	1.58	$	1.58	$	1.53	$	1.53
$	63.00	$	1.54	$	1.54	$	1.45	$	2.50	$	1.26	$	1.26	$	1.35	$	1.35	$	1.23	$	1.50	$	1.44	$	2.00	$	1.67	$	1.67	$	1.73	$	1.73	$	1.42	$	1.42	$	1.38	$	1.38
$	50.00	$	1.23	$	1.23	$	1.15	$	2.50	$	1.00	$	1.00	$	1.08	$	1.08	$	0.98	$	1.50	$	1.15	$	2.00	$	1.33	$	1.33	$	1.38	$	1.38	$	1.13	$	1.13	$	1.10	$	1.10
$	44.00	$	1.08	$	1.08	$	1.01	$	2.50	$	0.88	$	0.88	$	0.95	$	1.00	$	0.86	$	1.50	$	1.01	$	2.00	$	1.17	$	1.17	$	1.21	$	1.21	$	0.99	$	1.00	$	0.96	$	0.96
$	40.00	$	0.98	$	0.98	$	0.92	$	2.50	$	0.80	$	0.80	$	0.86	$	1.00	$	0.78	$	1.50	$	0.92	$	2.00	$	1.06	$	1.06	$	1.10	$	1.10	$	0.90	$	1.00	$	0.88	$	0.88
$	14.50	$	0.36	$	0.50	$	0.33	$	2.50	$	0.29	$	0.29	$	0.31	$	1.00	$	0.28	$	1.50	$	0.33	$	2.00	$	0.38	$	1.00	$	0.40	$	1.00	$	0.33	$	1.00	$	0.32	$	0.32
$	12.00	$	0.29	$	0.50	$	0.28	$	2.50	$	0.24	$	0.24	$	0.26	$	1.00	$	0.23	$	1.50	$	0.27	$	2.00	$	0.32	$	1.00	$	0.33	$	1.00	$	0.27	$	1.00	$	0.26	$	0.26
$	5.00	$	0.12	$	0.50	$	0.12	$	2.50	$	0.10	$	0.10	$	0.11	$	1.00	$	0.10	$	1.50	$	0.11	$	2.00	$	0.13	$	1.00	$	0.14	$	1.00	$	0.11	$	1.00	$	0.11	$	0.11
$	4,235.68	$	103.77	$	103.77	$	97.42	$	97.42	$	84.71	$	84.71	$	91.07	$	91.07	$	82.60	$	82.60	$	97.00	$	97.00	$	112.25	$	112.25	$	116.48	$	116.48	$	95.30	$	95.30	$	92.76	$	92.76
$	3,445.00	$	84.40	$	84.40	$	79.24	$	79.24	$	68.90	$	68.90	$	74.07	$	74.07	$	67.18	$	67.18	$	78.89	$	78.89	$	91.29	$	91.29	$	94.74	$	94.74	$	77.51	$	77.51	$	75.45	$	75.45
$	2,266.00	$	55.52	$	55.52	$	52.12	$	52.12	$	45.32	$	45.32	$	48.72	$	48.72	$	44.19	$	44.19	$	51.89	$	51.89	$	60.05	$	60.05	$	62.32	$	62.32	$	50.99	$	50.99	$	49.63	$	49.63
$	1,618.00	$	39.64	$	39.64	$	37.21	$	37.21	$	32.36	$	32.36	$	34.79	$	34.79	$	31.55	$	31.55	$	37.05	$	37.05	$	42.88	$	42.88	$	44.50	$	44.50	$	36.41	$	36.41	$	35.43	$	35.43
$	1,155.50	$	28.31	$	28.31	$	26.58	$	26.58	$	23.11	$	23.11	$	24.84	$	24.84	$	22.53	$	22.53	$	26.46	$	26.46	$	30.62	$	30.62	$	31.78	$	31.78	$	26.00	$	26.00	$	25.31	$	25.31
$	1,090.50	$	26.72	$	26.72	$	25.08	$	25.08	$	21.81	$	21.81	$	23.45	$	23.45	$	21.26	$	21.26	$	24.97	$	24.97	$	28.90	$	28.90	$	29.99	$	29.99	$	24.54	$	24.54	$	23.88	$	23.88
$	795.00	$	19.48	$	19.48	$	18.29	$	18.29	$	15.90	$	15.90	$	17.09	$	17.09	$	15.50	$	15.50	$	18.21	$	18.21	$	21.07	$	21.07	$	21.86	$	21.86	$	17.89	$	17.89	$	17.41	$	17.41
$	735.00	$	18.01	$	18.01	$	16.91	$	16.91	$	14.70	$	14.70	$	15.80	$	15.80	$	14.33	$	14.33	$	16.83	$	16.83	$	19.48	$	19.48	$	20.21	$	20.21	$	16.54	$	16.54	$	16.10	$	16.10
$	696.00	$	17.05	$	17.05	$	16.01	$	16.01	$	13.92	$	13.92	$	14.96	$	14.96	$	13.57	$	13.57	$	15.94	$	15.94	$	18.44	$	18.44	$	19.14	$	19.14	$	15.66	$	15.66	$	15.24	$	15.24
$	595.34	$	14.59	$	14.59	$	13.69	$	13.69	$	11.91	$	11.91	$	12.80	$	12.80	$	11.61	$	11.61	$	13.63	$	13.63	$	15.78	$	15.78	$	16.37	$	16.37	$	13.40	$	13.40	$	13.04	$	13.04
$	584.00	$	14.31	$	14.31	$	13.43	$	13.43	$	11.68	$	11.68	$	12.56	$	12.56	$	11.39	$	11.39	$	13.37	$	13.37	$	15.48	$	15.48	$	16.06	$	16.06	$	13.14	$	13.14	$	12.79	$	12.79
$	356.00	$	8.72	$	8.72	$	8.19	$	8.19	$	7.12	$	7.12	$	7.65	$	7.65	$	6.94	$	6.94	$	8.15	$	8.15	$	9.43	$	9.43	$	9.79	$	9.79	$	8.01	$	8.01	$	7.80	$	7.80
$	344.00	$	8.43	$	8.43	$	7.91	$	7.91	$	6.88	$	6.88	$	7.40	$	7.40	$	6.71	$	6.71	$	7.88	$	7.88	$	9.12	$	9.12	$	9.46	$	9.46	$	7.74	$	7.74	$	7.53	$	7.53
$	275.00	$	6.74	$	6.74	$	6.33	$	6.33	$	5.50	$	5.50	$	5.91	$	5.91	$	5.36	$	5.36	$	6.30	$	6.30	$	7.29	$	7.29	$	7.56	$	7.56	$	6.19	$	6.19	$	6.02	$	6.02
$	190.00	$	4.66	$	4.66	$	4.37	$	4.37	$	3.80	$	3.80	$	4.09	$	4.09	$	3.71	$	3.71	$	4.35	$	4.35	$	5.04	$	5.04	$	5.23	$	5.23	$	4.28	$	4.28	$	4.16	$	4.16
$	172.00	$	4.21	$	4.21	$	3.96	$	3.96	$	3.44	$	3.44	$	3.70	$	3.70	$	3.35	$	3.35	$	3.94	$	3.94	$	4.56	$	4.56	$	4.73	$	4.73	$	3.87	$	3.87	$	3.77	$	3.77
$	159.00	$	3.90	$	3.90	$	3.66	$	3.66	$	3.18	$	3.18	$	3.42	$	3.42	$	3.10	$	3.10	$	3.64	$	3.64	$	4.21	$	4.21	$	4.37	$	4.37	$	3.58	$	3.58	$	3.48	$	3.48
$	153.75	$	3.77	$	3.77	$	3.54	$	3.54	$	3.08	$	3.08	$	3.31	$	3.31	$	3.00	$	3.00	$	3.52	$	3.52	$	4.07	$	4.07	$	4.23	$	4.23	$	3.46	$	3.46	$	3.37	$	3.37
$	117.20	$	2.87	$	2.87	$	2.70	$	2.70	$	2.34	$	2.34	$	2.52	$	2.52	$	2.29	$	2.29	$	2.68	$	2.68	$	3.11	$	3.11	$	3.22	$	3.22	$	2.64	$	2.64	$	2.57	$	2.57
$	100.00	$	2.45	$	2.45	$	2.30	$	2.50	$	2.00	$	2.00	$	2.15	$	2.15	$	1.95	$	1.95	$	2.29	$	2.29	$	2.65	$	2.65	$	2.75	$	2.75	$	2.25	$	2.25	$	2.19	$	2.19
$	86.00	$	2.11	$	2.11	$	1.98	$	2.50	$	1.72	$	1.72	$	1.85	$	1.85	$	1.68	$	1.68	$	1.97	$	2.00	$	2.28	$	2.28	$	2.37	$	2.37	$	1.94	$	1.94	$	1.88	$	1.88
$	47.00	$	1.15	$	1.15	$	1.08	$	2.50	$	0.94	$	0.94	$	1.01	$	1.01	$	0.92	$	1.50	$	1.08	$	2.00	$	1.25	$	1.25	$	1.29	$	1.29	$	1.06	$	1.06	$	1.03	$	1.03
$	26.00	$	0.64	$	0.64	$	0.60	$	2.50	$	0.52	$	0.52	$	0.56	$	1.00	$	0.51	$	1.50	$	0.60	$	2.00	$	0.69	$	1.00	$	0.72	$	1.00	$	0.59	$	1.00	$	0.57	$	0.57
$	20.00	$	0.49	$	0.50	$	0.46	$	2.50	$	0.40	$	0.40	$	0.43	$	1.00	$	0.39	$	1.50	$	0.46	$	2.00	$	0.53	$	1.00	$	0.55	$	1.00	$	0.45	$	1.00	$	0.44	$	0.44
$	6.50	$	0.16	$	0.50	$	0.15	$	2.50	$	0.13	$	0.13	$	0.14	$	1.00	$	0.13	$	1.50	$	0.15	$	2.00	$	0.17	$	1.00	$	0.18	$	1.00	$	0.15	$	1.00	$	0.14	$	0.14
$	6.00	$	0.15	$	0.50	$	0.14	$	2.50	$	0.12	$	0.12	$	0.13	$	1.00	$	0.12	$	1.50	$	0.14	$	2.00	$	0.16	$	1.00	$	0.17	$	1.00	$	0.14	$	1.00	$	0.13	$	0.13
$	6,373.20	$	156.14	$	156.14	$	146.58	$	146.58	$	127.46	$	127.46	$	137.02	$	137.02	$	124.28	$	124.28	$	145.95	$	145.95	$	168.89	$	168.89	$	175.26	$	175.26	$	143.40	$	143.40	$	139.57	$	139.57
$	5,674.65	$	139.03	$	139.03	$	130.52	$	130.52	$	113.49	$	113.49	$	122.00	$	122.00	$	110.66	$	110.66	$	129.95	$	129.95	$	150.38	$	150.38	$	156.05	$	156.05	$	127.68	$	127.68	$	124.27	$	124.27
$	4,774.00	$	116.96	$	116.96	$	109.80	$	109.80	$	95.48	$	95.48	$	102.64	$	102.64	$	93.09	$	93.09	$	109.32	$	109.32	$	126.51	$	126.51	$	131.29	$	131.29	$	107.42	$	107.42	$	104.55	$	104.55
$	3,215.00	$	78.77	$	78.77	$	73.95	$	73.95	$	64.30	$	64.30	$	69.12	$	69.12	$	62.69	$	62.69	$	73.62	$	73.62	$	85.20	$	85.20	$	88.41	$	88.41	$	72.34	$	72.34	$	70.41	$	70.41
$	3,073.06	$	75.29	$	75.29	$	70.68	$	70.68	$	61.46	$	61.46	$	66.07	$	66.07	$	59.92	$	59.92	$	70.37	$	70.37	$	81.44	$	81.44	$	84.51	$	84.51	$	69.14	$	69.14	$	67.30	$	67.30
$	2,711.75	$	66.44	$	66.44	$	62.37	$	62.37	$	54.24	$	54.24	$	58.30	$	58.30	$	52.88	$	52.88	$	62.10	$	62.10	$	71.86	$	71.86	$	74.57	$	74.57	$	61.01	$	61.01	$	59.39	$	59.39
$	2,308.00	$	56.55	$	56.55	$	53.08	$	53.08	$	46.16	$	46.16	$	49.62	$	49.62	$	45.01	$	45.01	$	52.85	$	52.85	$	61.16	$	61.16	$	63.47	$	63.47	$	51.93	$	51.93	$	50.55	$	50.55
$	1,532.13	$	37.54	$	37.54	$	35.24	$	35.24	$	30.64	$	30.64	$	32.94	$	32.94	$	29.88	$	29.88	$	35.09	$	35.09	$	40.60	$	40.60	$	42.13	$	42.13	$	34.47	$	34.47	$	33.55	$	33.55
$	1,394.00	$	34.15	$	34.15	$	32.06	$	32.06	$	27.88	$	27.88	$	29.97	$	29.97	$	27.18	$	27.18	$	31.92	$	31.92	$	36.94	$	36.94	$	38.34	$	38.34	$	31.37	$	31.37	$	30.53	$	30.53
$	1,063.00	$	26.04	$	26.04	$	24.45	$	24.45	$	21.26	$	21.26	$	22.85	$	22.85	$	20.73	$	20.73	$	24.34	$	24.34	$	28.17	$	28.17	$	29.23	$	29.23	$	23.92	$	23.92	$	23.28	$	23.28
$	912.50	$	22.36	$	22.36	$	20.99	$	20.99	$	18.25	$	18.25	$	19.62	$	19.62	$	17.79	$	17.79	$	20.90	$	20.90	$	24.18	$	24.18	$	25.09	$	25.09	$	20.53	$	20.53	$	19.98	$	19.98
$	909.79	$	22.29	$	22.29	$	20.93	$	20.93	$	18.20	$	18.20	$	19.56	$	19.56	$	17.74	$	17.74	$	20.83	$	20.83	$	24.11	$	24.11	$	25.02	$	25.02	$	20.47	$	20.47	$	19.92	$	19.92
$	899.99	$	22.05	$	22.05	$	20.70	$	20.70	$	18.00	$	18.00	$	19.35	$	19.35	$	17.55	$	17.55	$	20.61	$	20.61	$	23.85	$	23.85	$	24.75	$	24.75	$	20.25	$	20.25	$	19.71	$	19.71
$	720.00	$	17.64	$	17.64	$	16.56	$	16.56	$	14.40	$	14.40	$	15.48	$	15.48	$	14.04	$	14.04	$	16.49	$	16.49	$	19.08	$	19.08	$	19.80	$	19.80	$	16.20	$	16.20	$	15.77	$	15.77
$	663.32	$	16.25	$	16.25	$	15.26	$	15.26	$	13.27	$	13.27	$	14.26	$	14.26	$	12.93	$	12.93	$	15.19	$	15.19	$	17.58	$	17.58	$	18.24	$	18.24	$	14.92	$	14.92	$	14.53	$	14.53
$	587.50	$	14.39	$	14.39	$	13.51	$	13.51	$	11.75	$	11.75	$	12.63	$	12.63	$	11.46	$	11.46	$	13.45	$	13.45	$	15.57	$	15.57	$	16.16	$	16.16	$	13.22	$	13.22	$	12.87	$	12.87
$	566.00	$	13.87	$	13.87	$	13.02	$	13.02	$	11.32	$	11.32	$	12.17	$	12.17	$	11.04	$	11.04	$	12.96	$	12.96	$	15.00	$	15.00	$	15.57	$	15.57	$	12.74	$	12.74	$	12.40	$	12.40
$	517.26	$	12.67	$	12.67	$	11.90	$	11.90	$	10.35	$	10.35	$	11.12	$	11.12	$	10.09	$	10.09	$	11.85	$	11.85	$	13.71	$	13.71	$	14.22	$	14.22	$	11.64	$	11.64	$	11.33	$	11.33
$	452.25	$	11.08	$	11.08	$	10.40	$	10.40	$	9.05	$	9.05	$	9.72	$	9.72	$	8.82	$	8.82	$	10.36	$	10.36	$	11.98	$	11.98	$	12.44	$	12.44	$	10.18	$	10.18	$	9.90	$	9.90
$	428.00	$	10.49	$	10.49	$	9.84	$	9.84	$	8.56	$	8.56	$	9.20	$	9.20	$	8.35	$	8.35	$	9.80	$	9.80	$	11.34	$	11.34	$	11.77	$	11.77	$	9.63	$	9.63	$	9.37	$	9.37
$	372.25	$	9.12	$	9.12	$	8.56	$	8.56	$	7.45	$	7.45	$	8.00	$	8.00	$	7.26	$	7.26	$	8.52	$	8.52	$	9.86	$	9.86	$	10.24	$	10.24	$	8.38	$	8.38	$	8.15	$	8.15
$	334.64	$	8.20	$	8.20	$	7.70	$	7.70	$	6.69	$	6.69	$	7.19	$	7.19	$	6.53	$	6.53	$	7.66	$	7.66	$	8.87	$	8.87	$	9.20	$	9.20	$	7.53	$	7.53	$	7.33	$	7.33
$	273.00	$	6.69	$	6.69	$	6.28	$	6.28	$	5.46	$	5.46	$	5.87	$	5.87	$	5.32	$	5.32	$	6.25	$	6.25	$	7.23	$	7.23	$	7.51	$	7.51	$	6.14	$	6.14	$	5.98	$	5.98
$	259.16	$	6.35	$	6.35	$	5.96	$	5.96	$	5.18	$	5.18	$	5.57	$	5.57	$	5.05	$	5.05	$	5.93	$	5.93	$	6.87	$	6.87	$	7.13	$	7.13	$	5.83	$	5.83	$	5.68	$	5.68
$	250.00	$	6.13	$	6.13	$	5.75	$	5.75	$	5.00	$	5.00	$	5.38	$	5.38	$	4.88	$	4.88	$	5.73	$	5.73	$	6.63	$	6.63	$	6.88	$	6.88	$	5.63	$	5.63	$	5.48	$	5.48
$	220.00	$	5.39	$	5.39	$	5.06	$	5.06	$	4.40	$	4.40	$	4.73	$	4.73	$	4.29	$	4.29	$	5.04	$	5.04	$	5.83	$	5.83	$	6.05	$	6.05	$	4.95	$	4.95	$	4.82	$	4.82
$	210.00	$	5.15	$	5.15	$	4.83	$	4.83	$	4.20	$	4.20	$	4.52	$	4.52	$	4.10	$	4.10	$	4.81	$	4.81	$	5.57	$	5.57	$	5.78	$	5.78	$	4.73	$	4.73	$	4.60	$	4.60
$	182.00	$	4.46	$	4.46	$	4.19	$	4.19	$	3.64	$	3.64	$	3.91	$	3.91	$	3.55	$	3.55	$	4.17	$	4.17	$	4.82	$	4.82	$	5.01	$	5.01	$	4.10	$	4.10	$	3.99	$	3.99
$	182.00	$	4.46	$	4.46	$	4.19	$	4.19	$	3.64	$	3.64	$	3.91	$	3.91	$	3.55	$	3.55	$	4.17	$	4.17	$	4.82	$	4.82	$	5.01	$	5.01	$	4.10	$	4.10	$	3.99	$	3.99
$	181.00	$	4.43	$	4.43	$	4.16	$	4.16	$	3.62	$	3.62	$	3.89	$	3.89	$	3.53	$	3.53	$	4.14	$	4.14	$	4.80	$	4.80	$	4.98	$	4.98	$	4.07	$	4.07	$	3.96	$	3.96
$	165.00	$	4.04	$	4.04	$	3.80	$	3.80	$	3.30	$	3.30	$	3.55	$	3.55	$	3.22	$	3.22	$	3.78	$	3.78	$	4.37	$	4.37	$	4.54	$	4.54	$	3.71	$	3.71	$	3.61	$	3.61
$	164.00	$	4.02	$	4.02	$	3.77	$	3.77	$	3.28	$	3.28	$	3.53	$	3.53	$	3.20	$	3.20	$	3.76	$	3.76	$	4.35	$	4.35	$	4.51	$	4.51	$	3.69	$	3.69	$	3.59	$	3.59
$	155.00	$	3.80	$	3.80	$	3.57	$	3.57	$	3.10	$	3.10	$	3.33	$	3.33	$	3.02	$	3.02	$	3.55	$	3.55	$	4.11	$	4.11	$	4.26	$	4.26	$	3.49	$	3.49	$	3.39	$	3.39
$	150.00	$	3.68	$	3.68	$	3.45	$	3.45	$	3.00	$	3.00	$	3.23	$	3.23	$	2.93	$	2.93	$	3.44	$	3.44	$	3.98	$	3.98	$	4.13	$	4.13	$	3.38	$	3.38	$	3.29	$	3.29
$	117.20	$	2.87	$	2.87	$	2.70	$	2.70	$	2.34	$	2.34	$	2.52	$	2.52	$	2.29	$	2.29	$	2.68	$	2.68	$	3.11	$	3.11	$	3.22	$	3.22	$	2.64	$	2.64	$	2.57	$	2.57

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$	761.00	$	18.64	$	18.64	$	17.50	$	17.50	$	15.22	$	15.22	$	16.36	$	16.36	$	14.84	$	14.84	$	17.43	$	17.43	$	20.17	$	20.17	$	20.93	$	20.93	$	17.12	$	17.12	$	16.67	$	16.67
$	754.00	$	18.47	$	18.47	$	17.34	$	17.34	$	15.08	$	15.08	$	16.21	$	16.21	$	14.70	$	14.70	$	17.27	$	17.27	$	19.98	$	19.98	$	20.74	$	20.74	$	16.97	$	16.97	$	16.51	$	16.51
$	689.00	$	16.88	$	16.88	$	15.85	$	15.85	$	13.78	$	13.78	$	14.81	$	14.81	$	13.44	$	13.44	$	15.78	$	15.78	$	18.26	$	18.26	$	18.95	$	18.95	$	15.50	$	15.50	$	15.09	$	15.09
$	419.50	$	10.28	$	10.28	$	9.65	$	9.65	$	8.39	$	8.39	$	9.02	$	9.02	$	8.18	$	8.18	$	9.61	$	9.61	$	11.12	$	11.12	$	11.54	$	11.54	$	9.44	$	9.44	$	9.19	$	9.19
$	385.34	$	9.44	$	9.44	$	8.86	$	8.86	$	7.71	$	7.71	$	8.28	$	8.28	$	7.51	$	7.51	$	8.82	$	8.82	$	10.21	$	10.21	$	10.60	$	10.60	$	8.67	$	8.67	$	8.44	$	8.44
$	257.00	$	6.30	$	6.30	$	5.91	$	5.91	$	5.14	$	5.14	$	5.53	$	5.53	$	5.01	$	5.01	$	5.89	$	5.89	$	6.81	$	6.81	$	7.07	$	7.07	$	5.78	$	5.78	$	5.63	$	5.63
$	150.00	$	3.68	$	3.68	$	3.45	$	3.45	$	3.00	$	3.00	$	3.23	$	3.23	$	2.93	$	2.93	$	3.44	$	3.44	$	3.98	$	3.98	$	4.13	$	4.13	$	3.38	$	3.38	$	3.29	$	3.29
$	137.00	$	3.36	$	3.36	$	3.15	$	3.15	$	2.74	$	2.74	$	2.95	$	2.95	$	2.67	$	2.67	$	3.14	$	3.14	$	3.63	$	3.63	$	3.77	$	3.77	$	3.08	$	3.08	$	3.00	$	3.00
$	131.00	$	3.21	$	3.21	$	3.01	$	3.01	$	2.62	$	2.62	$	2.82	$	2.82	$	2.55	$	2.55	$	3.00	$	3.00	$	3.47	$	3.47	$	3.60	$	3.60	$	2.95	$	2.95	$	2.87	$	2.87
$	124.00	$	3.04	$	3.04	$	2.85	$	2.85	$	2.48	$	2.48	$	2.67	$	2.67	$	2.42	$	2.42	$	2.84	$	2.84	$	3.29	$	3.29	$	3.41	$	3.41	$	2.79	$	2.79	$	2.72	$	2.72
$	111.00	$	2.72	$	2.72	$	2.55	$	2.55	$	2.22	$	2.22	$	2.39	$	2.39	$	2.16	$	2.16	$	2.54	$	2.54	$	2.94	$	2.94	$	3.05	$	3.05	$	2.50	$	2.50	$	2.43	$	2.43
$	107.00	$	2.62	$	2.62	$	2.46	$	2.50	$	2.14	$	2.14	$	2.30	$	2.30	$	2.09	$	2.09	$	2.45	$	2.45	$	2.84	$	2.84	$	2.94	$	2.94	$	2.41	$	2.41	$	2.34	$	2.34
$	50.00	$	1.23	$	1.23	$	1.15	$	2.50	$	1.00	$	1.00	$	1.08	$	1.08	$	0.98	$	1.50	$	1.15	$	2.00	$	1.33	$	1.33	$	1.38	$	1.38	$	1.13	$	1.13	$	1.10	$	1.10
$	46.00	$	1.13	$	1.13	$	1.06	$	2.50	$	0.92	$	0.92	$	0.99	$	1.00	$	0.90	$	1.50	$	1.05	$	2.00	$	1.22	$	1.22	$	1.27	$	1.27	$	1.04	$	1.04	$	1.01	$	1.01
$	25.00	$	0.61	$	0.61	$	0.58	$	2.50	$	0.50	$	0.50	$	0.54	$	1.00	$	0.49	$	1.50	$	0.57	$	2.00	$	0.66	$	1.00	$	0.69	$	1.00	$	0.56	$	1.00	$	0.55	$	0.55
$	25.00	$	0.61	$	0.61	$	0.58	$	2.50	$	0.50	$	0.50	$	0.54	$	1.00	$	0.49	$	1.50	$	0.57	$	2.00	$	0.66	$	1.00	$	0.69	$	1.00	$	0.56	$	1.00	$	0.55	$	0.55
$	16.00	$	0.39	$	0.50	$	0.37	$	2.50	$	0.32	$	0.32	$	0.34	$	1.00	$	0.31	$	1.50	$	0.37	$	2.00	$	0.42	$	1.00	$	0.44	$	1.00	$	0.36	$	1.00	$	0.35	$	0.35
$	3.00	$	0.07	$	0.50	$	0.07	$	2.50	$	0.06	$	0.06	$	0.06	$	1.00	$	0.06	$	1.50	$	0.07	$	2.00	$	0.08	$	1.00	$	0.08	$	1.00	$	0.07	$	1.00	$	0.07	$	0.07
$	4,158.00	$	101.87	$	101.87	$	95.63	$	95.63	$	83.16	$	83.16	$	89.40	$	89.40	$	81.08	$	81.08	$	95.22	$	95.22	$	110.19	$	110.19	$	114.35	$	114.35	$	93.56	$	93.56	$	91.06	$	91.06
$	3,603.75	$	88.29	$	88.29	$	82.89	$	82.89	$	72.08	$	72.08	$	77.48	$	77.48	$	70.27	$	70.27	$	82.53	$	82.53	$	95.50	$	95.50	$	99.10	$	99.10	$	81.08	$	81.08	$	78.92	$	78.92
$	3,458.20	$	84.73	$	84.73	$	79.54	$	79.54	$	69.16	$	69.16	$	74.35	$	74.35	$	67.43	$	67.43	$	79.19	$	79.19	$	91.64	$	91.64	$	95.10	$	95.10	$	77.81	$	77.81	$	75.73	$	75.73
$	2,997.00	$	73.43	$	73.43	$	68.93	$	68.93	$	59.94	$	59.94	$	64.44	$	64.44	$	58.44	$	58.44	$	68.63	$	68.63	$	79.42	$	79.42	$	82.42	$	82.42	$	67.43	$	67.43	$	65.63	$	65.63
$	967.00	$	23.69	$	23.69	$	22.24	$	22.24	$	19.34	$	19.34	$	20.79	$	20.79	$	18.86	$	18.86	$	22.14	$	22.14	$	25.63	$	25.63	$	26.59	$	26.59	$	21.76	$	21.76	$	21.18	$	21.18
$	774.00	$	18.96	$	18.96	$	17.80	$	17.80	$	15.48	$	15.48	$	16.64	$	16.64	$	15.09	$	15.09	$	17.72	$	17.72	$	20.51	$	20.51	$	21.29	$	21.29	$	17.42	$	17.42	$	16.95	$	16.95
$	713.00	$	17.47	$	17.47	$	16.40	$	16.40	$	14.26	$	14.26	$	15.33	$	15.33	$	13.90	$	13.90	$	16.33	$	16.33	$	18.89	$	18.89	$	19.61	$	19.61	$	16.04	$	16.04	$	15.61	$	15.61
$	683.50	$	16.75	$	16.75	$	15.72	$	15.72	$	13.67	$	13.67	$	14.70	$	14.70	$	13.33	$	13.33	$	15.65	$	15.65	$	18.11	$	18.11	$	18.80	$	18.80	$	15.38	$	15.38	$	14.97	$	14.97
$	679.22	$	16.64	$	16.64	$	15.62	$	15.62	$	13.58	$	13.58	$	14.60	$	14.60	$	13.24	$	13.24	$	15.55	$	15.55	$	18.00	$	18.00	$	18.68	$	18.68	$	15.28	$	15.28	$	14.87	$	14.87
$	623.00	$	15.26	$	15.26	$	14.33	$	14.33	$	12.46	$	12.46	$	13.39	$	13.39	$	12.15	$	12.15	$	14.27	$	14.27	$	16.51	$	16.51	$	17.13	$	17.13	$	14.02	$	14.02	$	13.64	$	13.64
$	444.00	$	10.88	$	10.88	$	10.21	$	10.21	$	8.88	$	8.88	$	9.55	$	9.55	$	8.66	$	8.66	$	10.17	$	10.17	$	11.77	$	11.77	$	12.21	$	12.21	$	9.99	$	9.99	$	9.72	$	9.72
$	432.00	$	10.58	$	10.58	$	9.94	$	9.94	$	8.64	$	8.64	$	9.29	$	9.29	$	8.42	$	8.42	$	9.89	$	9.89	$	11.45	$	11.45	$	11.88	$	11.88	$	9.72	$	9.72	$	9.46	$	9.46
$	379.00	$	9.29	$	9.29	$	8.72	$	8.72	$	7.58	$	7.58	$	8.15	$	8.15	$	7.39	$	7.39	$	8.68	$	8.68	$	10.04	$	10.04	$	10.42	$	10.42	$	8.53	$	8.53	$	8.30	$	8.30
$	315.17	$	7.72	$	7.72	$	7.25	$	7.25	$	6.30	$	6.30	$	6.78	$	6.78	$	6.15	$	6.15	$	7.22	$	7.22	$	8.35	$	8.35	$	8.67	$	8.67	$	7.09	$	7.09	$	6.90	$	6.90
$	294.75	$	7.22	$	7.22	$	6.78	$	6.78	$	5.90	$	5.90	$	6.34	$	6.34	$	5.75	$	5.75	$	6.75	$	6.75	$	7.81	$	7.81	$	8.11	$	8.11	$	6.63	$	6.63	$	6.46	$	6.46
$	271.00	$	6.64	$	6.64	$	6.23	$	6.23	$	5.42	$	5.42	$	5.83	$	5.83	$	5.28	$	5.28	$	6.21	$	6.21	$	7.18	$	7.18	$	7.45	$	7.45	$	6.10	$	6.10	$	5.93	$	5.93
$	250.65	$	6.14	$	6.14	$	5.76	$	5.76	$	5.01	$	5.01	$	5.39	$	5.39	$	4.89	$	4.89	$	5.74	$	5.74	$	6.64	$	6.64	$	6.89	$	6.89	$	5.64	$	5.64	$	5.49	$	5.49
$	248.00	$	6.08	$	6.08	$	5.70	$	5.70	$	4.96	$	4.96	$	5.33	$	5.33	$	4.84	$	4.84	$	5.68	$	5.68	$	6.57	$	6.57	$	6.82	$	6.82	$	5.58	$	5.58	$	5.43	$	5.43
$	235.00	$	5.76	$	5.76	$	5.41	$	5.41	$	4.70	$	4.70	$	5.05	$	5.05	$	4.58	$	4.58	$	5.38	$	5.38	$	6.23	$	6.23	$	6.46	$	6.46	$	5.29	$	5.29	$	5.15	$	5.15
$	230.00	$	5.64	$	5.64	$	5.29	$	5.29	$	4.60	$	4.60	$	4.95	$	4.95	$	4.49	$	4.49	$	5.27	$	5.27	$	6.10	$	6.10	$	6.33	$	6.33	$	5.18	$	5.18	$	5.04	$	5.04
$	159.00	$	3.90	$	3.90	$	3.66	$	3.66	$	3.18	$	3.18	$	3.42	$	3.42	$	3.10	$	3.10	$	3.64	$	3.64	$	4.21	$	4.21	$	4.37	$	4.37	$	3.58	$	3.58	$	3.48	$	3.48
$	150.00	$	3.68	$	3.68	$	3.45	$	3.45	$	3.00	$	3.00	$	3.23	$	3.23	$	2.93	$	2.93	$	3.44	$	3.44	$	3.98	$	3.98	$	4.13	$	4.13	$	3.38	$	3.38	$	3.29	$	3.29
$	125.00	$	3.06	$	3.06	$	2.88	$	2.88	$	2.50	$	2.50	$	2.69	$	2.69	$	2.44	$	2.44	$	2.86	$	2.86	$	3.31	$	3.31	$	3.44	$	3.44	$	2.81	$	2.81	$	2.74	$	2.74
$	113.00	$	2.77	$	2.77	$	2.60	$	2.60	$	2.26	$	2.26	$	2.43	$	2.43	$	2.20	$	2.20	$	2.59	$	2.59	$	2.99	$	2.99	$	3.11	$	3.11	$	2.54	$	2.54	$	2.47	$	2.47
$	53.00	$	1.30	$	1.30	$	1.22	$	2.50	$	1.06	$	1.06	$	1.14	$	1.14	$	1.03	$	1.50	$	1.21	$	2.00	$	1.40	$	1.40	$	1.46	$	1.46	$	1.19	$	1.19	$	1.16	$	1.16
$	43.75	$	1.07	$	1.07	$	1.01	$	2.50	$	0.88	$	0.88	$	0.94	$	1.00	$	0.85	$	1.50	$	1.00	$	2.00	$	1.16	$	1.16	$	1.20	$	1.20	$	0.98	$	1.00	$	0.96	$	0.96
$	40.00	$	0.98	$	0.98	$	0.92	$	2.50	$	0.80	$	0.80	$	0.86	$	1.00	$	0.78	$	1.50	$	0.92	$	2.00	$	1.06	$	1.06	$	1.10	$	1.10	$	0.90	$	1.00	$	0.88	$	0.88
$	10.00	$	0.25	$	0.50	$	0.23	$	2.50	$	0.20	$	0.20	$	0.22	$	1.00	$	0.20	$	1.50	$	0.23	$	2.00	$	0.27	$	1.00	$	0.28	$	1.00	$	0.23	$	1.00	$	0.22	$	0.22
$	5.00	$	0.12	$	0.50	$	0.12	$	2.50	$	0.10	$	0.10	$	0.11	$	1.00	$	0.10	$	1.50	$	0.11	$	2.00	$	0.13	$	1.00	$	0.14	$	1.00	$	0.11	$	1.00	$	0.11	$	0.11
$	5.00	$	0.12	$	0.50	$	0.12	$	2.50	$	0.10	$	0.10	$	0.11	$	1.00	$	0.10	$	1.50	$	0.11	$	2.00	$	0.13	$	1.00	$	0.14	$	1.00	$	0.11	$	1.00	$	0.11	$	0.11
$	2.00	$	0.05	$	0.50	$	0.05	$	2.50	$	0.04	$	0.04	$	0.04	$	1.00	$	0.04	$	1.50	$	0.05	$	2.00	$	0.05	$	1.00	$	0.06	$	1.00	$	0.05	$	1.00	$	0.04	$	0.04
$	5,711.34	$	139.93	$	139.93	$	131.36	$	131.36	$	114.23	$	114.23	$	122.79	$	122.79	$	111.37	$	111.37	$	130.79	$	130.79	$	151.35	$	151.35	$	157.06	$	157.06	$	128.51	$	128.51	$	125.08	$	125.08
$	5,704.84	$	139.77	$	139.77	$	131.21	$	131.21	$	114.10	$	114.10	$	122.65	$	122.65	$	111.24	$	111.24	$	130.64	$	130.64	$	151.18	$	151.18	$	156.88	$	156.88	$	128.36	$	128.36	$	124.94	$	124.94
$	4,031.00	$	98.76	$	98.76	$	92.71	$	92.71	$	80.62	$	80.62	$	86.67	$	86.67	$	78.60	$	78.60	$	92.31	$	92.31	$	106.82	$	106.82	$	110.85	$	110.85	$	90.70	$	90.70	$	88.28	$	88.28
$	3,381.25	$	82.84	$	82.84	$	77.77	$	77.77	$	67.63	$	67.63	$	72.70	$	72.70	$	65.93	$	65.93	$	77.43	$	77.43	$	89.60	$	89.60	$	92.98	$	92.98	$	76.08	$	76.08	$	74.05	$	74.05
$	3,190.00	$	78.16	$	78.16	$	73.37	$	73.37	$	63.80	$	63.80	$	68.59	$	68.59	$	62.21	$	62.21	$	73.05	$	73.05	$	84.54	$	84.54	$	87.73	$	87.73	$	71.78	$	71.78	$	69.86	$	69.86
$	2,460.70	$	60.29	$	60.29	$	56.60	$	56.60	$	49.21	$	49.21	$	52.91	$	52.91	$	47.98	$	47.98	$	56.35	$	56.35	$	65.21	$	65.21	$	67.67	$	67.67	$	55.37	$	55.37	$	53.89	$	53.89
$	2,072.00	$	50.76	$	50.76	$	47.66	$	47.66	$	41.44	$	41.44	$	44.55	$	44.55	$	40.40	$	40.40	$	47.45	$	47.45	$	54.91	$	54.91	$	56.98	$	56.98	$	46.62	$	46.62	$	45.38	$	45.38
$	1,833.00	$	44.91	$	44.91	$	42.16	$	42.16	$	36.66	$	36.66	$	39.41	$	39.41	$	35.74	$	35.74	$	41.98	$	41.98	$	48.57	$	48.57	$	50.41	$	50.41	$	41.24	$	41.24	$	40.14	$	40.14
$	1,819.25	$	44.57	$	44.57	$	41.84	$	41.84	$	36.39	$	36.39	$	39.11	$	39.11	$	35.48	$	35.48	$	41.66	$	41.66	$	48.21	$	48.21	$	50.03	$	50.03	$	40.93	$	40.93	$	39.84	$	39.84
$	1,506.00	$	36.90	$	36.90	$	34.64	$	34.64	$	30.12	$	30.12	$	32.38	$	32.38	$	29.37	$	29.37	$	34.49	$	34.49	$	39.91	$	39.91	$	41.42	$	41.42	$	33.89	$	33.89	$	32.98	$	32.98
$	1,301.75	$	31.89	$	31.89	$	29.94	$	29.94	$	26.04	$	26.04	$	27.99	$	27.99	$	25.38	$	25.38	$	29.81	$	29.81	$	34.50	$	34.50	$	35.80	$	35.80	$	29.29	$	29.29	$	28.51	$	28.51
$	1,186.00	$	29.06	$	29.06	$	27.28	$	27.28	$	23.72	$	23.72	$	25.50	$	25.50	$	23.13	$	23.13	$	27.16	$	27.16	$	31.43	$	31.43	$	32.62	$	32.62	$	26.69	$	26.69	$	25.97	$	25.97
$	1,176.50	$	28.82	$	28.82	$	27.06	$	27.06	$	23.53	$	23.53	$	25.29	$	25.29	$	22.94	$	22.94	$	26.94	$	26.94	$	31.18	$	31.18	$	32.35	$	32.35	$	26.47	$	26.47	$	25.77	$	25.77
$	1,015.51	$	24.88	$	24.88	$	23.36	$	23.36	$	20.31	$	20.31	$	21.83	$	21.83	$	19.80	$	19.80	$	23.26	$	23.26	$	26.91	$	26.91	$	27.93	$	27.93	$	22.85	$	22.85	$	22.24	$	22.24
$	956.25	$	23.43	$	23.43	$	21.99	$	21.99	$	19.13	$	19.13	$	20.56	$	20.56	$	18.65	$	18.65	$	21.90	$	21.90	$	25.34	$	25.34	$	26.30	$	26.30	$	21.52	$	21.52	$	20.94	$	20.94
$	931.00	$	22.81	$	22.81	$	21.41	$	21.41	$	18.62	$	18.62	$	20.02	$	20.02	$	18.15	$	18.15	$	21.32	$	21.32	$	24.67	$	24.67	$	25.60	$	25.60	$	20.95	$	20.95	$	20.39	$	20.39
$	801.00	$	19.62	$	19.62	$	18.42	$	18.42	$	16.02	$	16.02	$	17.22	$	17.22	$	15.62	$	15.62	$	18.34	$	18.34	$	21.23	$	21.23	$	22.03	$	22.03	$	18.02	$	18.02	$	17.54	$	17.54
$	797.90	$	19.55	$	19.55	$	18.35	$	18.35	$	15.96	$	15.96	$	17.15	$	17.15	$	15.56	$	15.56	$	18.27	$	18.27	$	21.14	$	21.14	$	21.94	$	21.94	$	17.95	$	17.95	$	17.47	$	17.47
$	543.00	$	13.30	$	13.30	$	12.49	$	12.49	$	10.86	$	10.86	$	11.67	$	11.67	$	10.59	$	10.59	$	12.43	$	12.43	$	14.39	$	14.39	$	14.93	$	14.93	$	12.22	$	12.22	$	11.89	$	11.89
$	537.57	$	13.17	$	13.17	$	12.36	$	12.36	$	10.75	$	10.75	$	11.56	$	11.56	$	10.48	$	10.48	$	12.31	$	12.31	$	14.25	$	14.25	$	14.78	$	14.78	$	12.10	$	12.10	$	11.77	$	11.77

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$	425.00	$	10.41	$	10.41	$	9.78	$	9.78	$	8.50	$	8.50	$	9.14	$	9.14	$	8.29	$	8.29	$	9.73	$	9.73	$	11.26	$	11.26	$	11.69	$	11.69	$	9.56	$	9.56	$	9.31	$	9.31
$	345.34	$	8.46	$	8.46	$	7.94	$	7.94	$	6.91	$	6.91	$	7.42	$	7.42	$	6.73	$	6.73	$	7.91	$	7.91	$	9.15	$	9.15	$	9.50	$	9.50	$	7.77	$	7.77	$	7.56	$	7.56
$	332.00	$	8.13	$	8.13	$	7.64	$	7.64	$	6.64	$	6.64	$	7.14	$	7.14	$	6.47	$	6.47	$	7.60	$	7.60	$	8.80	$	8.80	$	9.13	$	9.13	$	7.47	$	7.47	$	7.27	$	7.27
$	326.75	$	8.01	$	8.01	$	7.52	$	7.52	$	6.54	$	6.54	$	7.03	$	7.03	$	6.37	$	6.37	$	7.48	$	7.48	$	8.66	$	8.66	$	8.99	$	8.99	$	7.35	$	7.35	$	7.16	$	7.16
$	302.00	$	7.40	$	7.40	$	6.95	$	6.95	$	6.04	$	6.04	$	6.49	$	6.49	$	5.89	$	5.89	$	6.92	$	6.92	$	8.00	$	8.00	$	8.31	$	8.31	$	6.80	$	6.80	$	6.61	$	6.61
$	235.00	$	5.76	$	5.76	$	5.41	$	5.41	$	4.70	$	4.70	$	5.05	$	5.05	$	4.58	$	4.58	$	5.38	$	5.38	$	6.23	$	6.23	$	6.46	$	6.46	$	5.29	$	5.29	$	5.15	$	5.15
$	143.00	$	3.50	$	3.50	$	3.29	$	3.29	$	2.86	$	2.86	$	3.07	$	3.07	$	2.79	$	2.79	$	3.27	$	3.27	$	3.79	$	3.79	$	3.93	$	3.93	$	3.22	$	3.22	$	3.13	$	3.13
$	119.00	$	2.92	$	2.92	$	2.74	$	2.74	$	2.38	$	2.38	$	2.56	$	2.56	$	2.32	$	2.32	$	2.73	$	2.73	$	3.15	$	3.15	$	3.27	$	3.27	$	2.68	$	2.68	$	2.61	$	2.61
$	100.00	$	2.45	$	2.45	$	2.30	$	2.50	$	2.00	$	2.00	$	2.15	$	2.15	$	1.95	$	1.95	$	2.29	$	2.29	$	2.65	$	2.65	$	2.75	$	2.75	$	2.25	$	2.25	$	2.19	$	2.19
$	94.00	$	2.30	$	2.30	$	2.16	$	2.50	$	1.88	$	1.88	$	2.02	$	2.02	$	1.83	$	1.83	$	2.15	$	2.15	$	2.49	$	2.49	$	2.59	$	2.59	$	2.12	$	2.12	$	2.06	$	2.06
$	59.50	$	1.46	$	1.46	$	1.37	$	2.50	$	1.19	$	1.19	$	1.28	$	1.28	$	1.16	$	1.50	$	1.36	$	2.00	$	1.58	$	1.58	$	1.64	$	1.64	$	1.34	$	1.34	$	1.30	$	1.30
$	50.25	$	1.23	$	1.23	$	1.16	$	2.50	$	1.01	$	1.01	$	1.08	$	1.08	$	0.98	$	1.50	$	1.15	$	2.00	$	1.33	$	1.33	$	1.38	$	1.38	$	1.13	$	1.13	$	1.10	$	1.10
$	49.00	$	1.20	$	1.20	$	1.13	$	2.50	$	0.98	$	0.98	$	1.05	$	1.05	$	0.96	$	1.50	$	1.12	$	2.00	$	1.30	$	1.30	$	1.35	$	1.35	$	1.10	$	1.10	$	1.07	$	1.07
$	33.00	$	0.81	$	0.81	$	0.76	$	2.50	$	0.66	$	0.66	$	0.71	$	1.00	$	0.64	$	1.50	$	0.76	$	2.00	$	0.87	$	1.00	$	0.91	$	1.00	$	0.74	$	1.00	$	0.72	$	0.72
$	18.00	$	0.44	$	0.50	$	0.41	$	2.50	$	0.36	$	0.36	$	0.39	$	1.00	$	0.35	$	1.50	$	0.41	$	2.00	$	0.48	$	1.00	$	0.50	$	1.00	$	0.41	$	1.00	$	0.39	$	0.39
$	6.00	$	0.15	$	0.50	$	0.14	$	2.50	$	0.12	$	0.12	$	0.13	$	1.00	$	0.12	$	1.50	$	0.14	$	2.00	$	0.16	$	1.00	$	0.17	$	1.00	$	0.14	$	1.00	$	0.13	$	0.13
$	5.00	$	0.12	$	0.50	$	0.12	$	2.50	$	0.10	$	0.10	$	0.11	$	1.00	$	0.10	$	1.50	$	0.11	$	2.00	$	0.13	$	1.00	$	0.14	$	1.00	$	0.11	$	1.00	$	0.11	$	0.11
$	5.00	$	0.12	$	0.50	$	0.12	$	2.50	$	0.10	$	0.10	$	0.11	$	1.00	$	0.10	$	1.50	$	0.11	$	2.00	$	0.13	$	1.00	$	0.14	$	1.00	$	0.11	$	1.00	$	0.11	$	0.11
$	5,081.70	$	124.50	$	124.50	$	116.88	$	116.88	$	101.63	$	101.63	$	109.26	$	109.26	$	99.09	$	99.09	$	116.37	$	116.37	$	134.67	$	134.67	$	139.75	$	139.75	$	114.34	$	114.34	$	111.29	$	111.29
$	4,671.00	$	114.44	$	114.44	$	107.43	$	107.43	$	93.42	$	93.42	$	100.43	$	100.43	$	91.08	$	91.08	$	106.97	$	106.97	$	123.78	$	123.78	$	128.45	$	128.45	$	105.10	$	105.10	$	102.29	$	102.29
$	3,062.75	$	75.04	$	75.04	$	70.44	$	70.44	$	61.26	$	61.26	$	65.85	$	65.85	$	59.72	$	59.72	$	70.14	$	70.14	$	81.16	$	81.16	$	84.23	$	84.23	$	68.91	$	68.91	$	67.07	$	67.07
$	2,437.00	$	59.71	$	59.71	$	56.05	$	56.05	$	48.74	$	48.74	$	52.40	$	52.40	$	47.52	$	47.52	$	55.81	$	55.81	$	64.58	$	64.58	$	67.02	$	67.02	$	54.83	$	54.83	$	53.37	$	53.37
$	1,357.75	$	33.26	$	33.26	$	31.23	$	31.23	$	27.16	$	27.16	$	29.19	$	29.19	$	26.48	$	26.48	$	31.09	$	31.09	$	35.98	$	35.98	$	37.34	$	37.34	$	30.55	$	30.55	$	29.73	$	29.73
$	801.00	$	19.62	$	19.62	$	18.42	$	18.42	$	16.02	$	16.02	$	17.22	$	17.22	$	15.62	$	15.62	$	18.34	$	18.34	$	21.23	$	21.23	$	22.03	$	22.03	$	18.02	$	18.02	$	17.54	$	17.54
$	782.00	$	19.16	$	19.16	$	17.99	$	17.99	$	15.64	$	15.64	$	16.81	$	16.81	$	15.25	$	15.25	$	17.91	$	17.91	$	20.72	$	20.72	$	21.51	$	21.51	$	17.60	$	17.60	$	17.13	$	17.13
$	561.50	$	13.76	$	13.76	$	12.91	$	12.91	$	11.23	$	11.23	$	12.07	$	12.07	$	10.95	$	10.95	$	12.86	$	12.86	$	14.88	$	14.88	$	15.44	$	15.44	$	12.63	$	12.63	$	12.30	$	12.30
$	528.75	$	12.95	$	12.95	$	12.16	$	12.16	$	10.58	$	10.58	$	11.37	$	11.37	$	10.31	$	10.31	$	12.11	$	12.11	$	14.01	$	14.01	$	14.54	$	14.54	$	11.90	$	11.90	$	11.58	$	11.58
$	464.00	$	11.37	$	11.37	$	10.67	$	10.67	$	9.28	$	9.28	$	9.98	$	9.98	$	9.05	$	9.05	$	10.63	$	10.63	$	12.30	$	12.30	$	12.76	$	12.76	$	10.44	$	10.44	$	10.16	$	10.16
$	333.00	$	8.16	$	8.16	$	7.66	$	7.66	$	6.66	$	6.66	$	7.16	$	7.16	$	6.49	$	6.49	$	7.63	$	7.63	$	8.82	$	8.82	$	9.16	$	9.16	$	7.49	$	7.49	$	7.29	$	7.29
$	330.75	$	8.10	$	8.10	$	7.61	$	7.61	$	6.62	$	6.62	$	7.11	$	7.11	$	6.45	$	6.45	$	7.57	$	7.57	$	8.76	$	8.76	$	9.10	$	9.10	$	7.44	$	7.44	$	7.24	$	7.24
$	285.10	$	6.98	$	6.98	$	6.56	$	6.56	$	5.70	$	5.70	$	6.13	$	6.13	$	5.56	$	5.56	$	6.53	$	6.53	$	7.56	$	7.56	$	7.84	$	7.84	$	6.41	$	6.41	$	6.24	$	6.24
$	268.32	$	6.57	$	6.57	$	6.17	$	6.17	$	5.37	$	5.37	$	5.77	$	5.77	$	5.23	$	5.23	$	6.14	$	6.14	$	7.11	$	7.11	$	7.38	$	7.38	$	6.04	$	6.04	$	5.88	$	5.88
$	249.00	$	6.10	$	6.10	$	5.73	$	5.73	$	4.98	$	4.98	$	5.35	$	5.35	$	4.86	$	4.86	$	5.70	$	5.70	$	6.60	$	6.60	$	6.85	$	6.85	$	5.60	$	5.60	$	5.45	$	5.45
$	181.00	$	4.43	$	4.43	$	4.16	$	4.16	$	3.62	$	3.62	$	3.89	$	3.89	$	3.53	$	3.53	$	4.14	$	4.14	$	4.80	$	4.80	$	4.98	$	4.98	$	4.07	$	4.07	$	3.96	$	3.96
$	131.00	$	3.21	$	3.21	$	3.01	$	3.01	$	2.62	$	2.62	$	2.82	$	2.82	$	2.55	$	2.55	$	3.00	$	3.00	$	3.47	$	3.47	$	3.60	$	3.60	$	2.95	$	2.95	$	2.87	$	2.87
$	129.00	$	3.16	$	3.16	$	2.97	$	2.97	$	2.58	$	2.58	$	2.77	$	2.77	$	2.52	$	2.52	$	2.95	$	2.95	$	3.42	$	3.42	$	3.55	$	3.55	$	2.90	$	2.90	$	2.83	$	2.83
$	125.00	$	3.06	$	3.06	$	2.88	$	2.88	$	2.50	$	2.50	$	2.69	$	2.69	$	2.44	$	2.44	$	2.86	$	2.86	$	3.31	$	3.31	$	3.44	$	3.44	$	2.81	$	2.81	$	2.74	$	2.74
$	111.00	$	2.72	$	2.72	$	2.55	$	2.55	$	2.22	$	2.22	$	2.39	$	2.39	$	2.16	$	2.16	$	2.54	$	2.54	$	2.94	$	2.94	$	3.05	$	3.05	$	2.50	$	2.50	$	2.43	$	2.43
$	100.00	$	2.45	$	2.45	$	2.30	$	2.50	$	2.00	$	2.00	$	2.15	$	2.15	$	1.95	$	1.95	$	2.29	$	2.29	$	2.65	$	2.65	$	2.75	$	2.75	$	2.25	$	2.25	$	2.19	$	2.19
$	90.00	$	2.21	$	2.21	$	2.07	$	2.50	$	1.80	$	1.80	$	1.94	$	1.94	$	1.76	$	1.76	$	2.06	$	2.06	$	2.39	$	2.39	$	2.48	$	2.48	$	2.03	$	2.03	$	1.97	$	1.97
$	48.00	$	1.18	$	1.18	$	1.10	$	2.50	$	0.96	$	0.96	$	1.03	$	1.03	$	0.94	$	1.50	$	1.10	$	2.00	$	1.27	$	1.27	$	1.32	$	1.32	$	1.08	$	1.08	$	1.05	$	1.05
$	40.00	$	0.98	$	0.98	$	0.92	$	2.50	$	0.80	$	0.80	$	0.86	$	1.00	$	0.78	$	1.50	$	0.92	$	2.00	$	1.06	$	1.06	$	1.10	$	1.10	$	0.90	$	1.00	$	0.88	$	0.88
$	40.00	$	0.98	$	0.98	$	0.92	$	2.50	$	0.80	$	0.80	$	0.86	$	1.00	$	0.78	$	1.50	$	0.92	$	2.00	$	1.06	$	1.06	$	1.10	$	1.10	$	0.90	$	1.00	$	0.88	$	0.88
$	25.00	$	0.61	$	0.61	$	0.58	$	2.50	$	0.50	$	0.50	$	0.54	$	1.00	$	0.49	$	1.50	$	0.57	$	2.00	$	0.66	$	1.00	$	0.69	$	1.00	$	0.56	$	1.00	$	0.55	$	0.55
$	19.25	$	0.47	$	0.50	$	0.44	$	2.50	$	0.39	$	0.39	$	0.41	$	1.00	$	0.38	$	1.50	$	0.44	$	2.00	$	0.51	$	1.00	$	0.53	$	1.00	$	0.43	$	1.00	$	0.42	$	0.42
$	8.00	$	0.20	$	0.50	$	0.18	$	2.50	$	0.16	$	0.16	$	0.17	$	1.00	$	0.16	$	1.50	$	0.18	$	2.00	$	0.21	$	1.00	$	0.22	$	1.00	$	0.18	$	1.00	$	0.18	$	0.18
$	6.00	$	0.15	$	0.50	$	0.14	$	2.50	$	0.12	$	0.12	$	0.13	$	1.00	$	0.12	$	1.50	$	0.14	$	2.00	$	0.16	$	1.00	$	0.17	$	1.00	$	0.14	$	1.00	$	0.13	$	0.13
$	9,077.80	$	222.41	$	222.41	$	208.79	$	208.79	$	181.56	$	181.56	$	195.17	$	195.17	$	177.02	$	177.02	$	207.88	$	207.88	$	240.56	$	240.56	$	249.64	$	249.64	$	204.25	$	204.25	$	198.80	$	198.80
$	4,943.20	$	121.11	$	121.11	$	113.69	$	113.69	$	98.86	$	98.86	$	106.28	$	106.28	$	96.39	$	96.39	$	113.20	$	113.20	$	130.99	$	130.99	$	135.94	$	135.94	$	111.22	$	111.22	$	108.26	$	108.26
$	4,665.25	$	114.30	$	114.30	$	107.30	$	107.30	$	93.31	$	93.31	$	100.30	$	100.30	$	90.97	$	90.97	$	106.83	$	106.83	$	123.63	$	123.63	$	128.29	$	128.29	$	104.97	$	104.97	$	102.17	$	102.17
$	3,404.00	$	83.40	$	83.40	$	78.29	$	78.29	$	68.08	$	68.08	$	73.19	$	73.19	$	66.38	$	66.38	$	77.95	$	77.95	$	90.21	$	90.21	$	93.61	$	93.61	$	76.59	$	76.59	$	74.55	$	74.55
$	3,119.00	$	76.42	$	76.42	$	71.74	$	71.74	$	62.38	$	62.38	$	67.06	$	67.06	$	60.82	$	60.82	$	71.43	$	71.43	$	82.65	$	82.65	$	85.77	$	85.77	$	70.18	$	70.18	$	68.31	$	68.31
$	3,043.10	$	74.56	$	74.56	$	69.99	$	69.99	$	60.86	$	60.86	$	65.43	$	65.43	$	59.34	$	59.34	$	69.69	$	69.69	$	80.64	$	80.64	$	83.69	$	83.69	$	68.47	$	68.47	$	66.64	$	66.64
$	2,167.00	$	53.09	$	53.09	$	49.84	$	49.84	$	43.34	$	43.34	$	46.59	$	46.59	$	42.26	$	42.26	$	49.62	$	49.62	$	57.43	$	57.43	$	59.59	$	59.59	$	48.76	$	48.76	$	47.46	$	47.46
$	1,798.30	$	44.06	$	44.06	$	41.36	$	41.36	$	35.97	$	35.97	$	38.66	$	38.66	$	35.07	$	35.07	$	41.18	$	41.18	$	47.65	$	47.65	$	49.45	$	49.45	$	40.46	$	40.46	$	39.38	$	39.38
$	1,709.50	$	41.88	$	41.88	$	39.32	$	39.32	$	34.19	$	34.19	$	36.75	$	36.75	$	33.34	$	33.34	$	39.15	$	39.15	$	45.30	$	45.30	$	47.01	$	47.01	$	38.46	$	38.46	$	37.44	$	37.44
$	1,680.90	$	41.18	$	41.18	$	38.66	$	38.66	$	33.62	$	33.62	$	36.14	$	36.14	$	32.78	$	32.78	$	38.49	$	38.49	$	44.54	$	44.54	$	46.22	$	46.22	$	37.82	$	37.82	$	36.81	$	36.81
$	972.75	$	23.83	$	23.83	$	22.37	$	22.37	$	19.46	$	19.46	$	20.91	$	20.91	$	18.97	$	18.97	$	22.28	$	22.28	$	25.78	$	25.78	$	26.75	$	26.75	$	21.89	$	21.89	$	21.30	$	21.30
$	954.00	$	23.37	$	23.37	$	21.94	$	21.94	$	19.08	$	19.08	$	20.51	$	20.51	$	18.60	$	18.60	$	21.85	$	21.85	$	25.28	$	25.28	$	26.24	$	26.24	$	21.47	$	21.47	$	20.89	$	20.89
$	836.00	$	20.48	$	20.48	$	19.23	$	19.23	$	16.72	$	16.72	$	17.97	$	17.97	$	16.30	$	16.30	$	19.14	$	19.14	$	22.15	$	22.15	$	22.99	$	22.99	$	18.81	$	18.81	$	18.31	$	18.31
$	719.25	$	17.62	$	17.62	$	16.54	$	16.54	$	14.39	$	14.39	$	15.46	$	15.46	$	14.03	$	14.03	$	16.47	$	16.47	$	19.06	$	19.06	$	19.78	$	19.78	$	16.18	$	16.18	$	15.75	$	15.75
$	667.00	$	16.34	$	16.34	$	15.34	$	15.34	$	13.34	$	13.34	$	14.34	$	14.34	$	13.01	$	13.01	$	15.27	$	15.27	$	17.68	$	17.68	$	18.34	$	18.34	$	15.01	$	15.01	$	14.61	$	14.61
$	590.17	$	14.46	$	14.46	$	13.57	$	13.57	$	11.80	$	11.80	$	12.69	$	12.69	$	11.51	$	11.51	$	13.51	$	13.51	$	15.64	$	15.64	$	16.23	$	16.23	$	13.28	$	13.28	$	12.92	$	12.92
$	584.00	$	14.31	$	14.31	$	13.43	$	13.43	$	11.68	$	11.68	$	12.56	$	12.56	$	11.39	$	11.39	$	13.37	$	13.37	$	15.48	$	15.48	$	16.06	$	16.06	$	13.14	$	13.14	$	12.79	$	12.79
$	553.50	$	13.56	$	13.56	$	12.73	$	12.73	$	11.07	$	11.07	$	11.90	$	11.90	$	10.79	$	10.79	$	12.68	$	12.68	$	14.67	$	14.67	$	15.22	$	15.22	$	12.45	$	12.45	$	12.12	$	12.12
$	430.15	$	10.54	$	10.54	$	9.89	$	9.89	$	8.60	$	8.60	$	9.25	$	9.25	$	8.39	$	8.39	$	9.85	$	9.85	$	11.40	$	11.40	$	11.83	$	11.83	$	9.68	$	9.68	$	9.42	$	9.42
$	427.00	$	10.46	$	10.46	$	9.82	$	9.82	$	8.54	$	8.54	$	9.18	$	9.18	$	8.33	$	8.33	$	9.78	$	9.78	$	11.32	$	11.32	$	11.74	$	11.74	$	9.61	$	9.61	$	9.35	$	9.35
$	377.00	$	9.24	$	9.24	$	8.67	$	8.67	$	7.54	$	7.54	$	8.11	$	8.11	$	7.35	$	7.35	$	8.63	$	8.63	$	9.99	$	9.99	$	10.37	$	10.37	$	8.48	$	8.48	$	8.26	$	8.26
$	365.50	$	8.95	$	8.95	$	8.41	$	8.41	$	7.31	$	7.31	$	7.86	$	7.86	$	7.13	$	7.13	$	8.37	$	8.37	$	9.69	$	9.69	$	10.05	$	10.05	$	8.22	$	8.22	$	8.00	$	8.00

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$	70.00	$	1.72	$	1.72	$	1.61	$	2.50	$	1.40	$	1.40	$	1.51	$	1.51	$	1.37	$	1.50	$	1.60	$	2.00	$	1.86	$	1.86	$	1.93	$	1.93	$	1.58	$	1.58	$	1.53	$	1.53
$	67.00	$	1.64	$	1.64	$	1.54	$	2.50	$	1.34	$	1.34	$	1.44	$	1.44	$	1.31	$	1.50	$	1.53	$	2.00	$	1.78	$	1.78	$	1.84	$	1.84	$	1.51	$	1.51	$	1.47	$	1.47
$	25.00	$	0.61	$	0.61	$	0.58	$	2.50	$	0.50	$	0.50	$	0.54	$	1.00	$	0.49	$	1.50	$	0.57	$	2.00	$	0.66	$	1.00	$	0.69	$	1.00	$	0.56	$	1.00	$	0.55	$	0.55
$	25.00	$	0.61	$	0.61	$	0.58	$	2.50	$	0.50	$	0.50	$	0.54	$	1.00	$	0.49	$	1.50	$	0.57	$	2.00	$	0.66	$	1.00	$	0.69	$	1.00	$	0.56	$	1.00	$	0.55	$	0.55
$	15.00	$	0.37	$	0.50	$	0.35	$	2.50	$	0.30	$	0.30	$	0.32	$	1.00	$	0.29	$	1.50	$	0.34	$	2.00	$	0.40	$	1.00	$	0.41	$	1.00	$	0.34	$	1.00	$	0.33	$	0.33
$	12.00	$	0.29	$	0.50	$	0.28	$	2.50	$	0.24	$	0.24	$	0.26	$	1.00	$	0.23	$	1.50	$	0.27	$	2.00	$	0.32	$	1.00	$	0.33	$	1.00	$	0.27	$	1.00	$	0.26	$	0.26
$	10.00	$	0.25	$	0.50	$	0.23	$	2.50	$	0.20	$	0.20	$	0.22	$	1.00	$	0.20	$	1.50	$	0.23	$	2.00	$	0.27	$	1.00	$	0.28	$	1.00	$	0.23	$	1.00	$	0.22	$	0.22
$	5.00	$	0.12	$	0.50	$	0.12	$	2.50	$	0.10	$	0.10	$	0.11	$	1.00	$	0.10	$	1.50	$	0.11	$	2.00	$	0.13	$	1.00	$	0.14	$	1.00	$	0.11	$	1.00	$	0.11	$	0.11
$	5.00	$	0.12	$	0.50	$	0.12	$	2.50	$	0.10	$	0.10	$	0.11	$	1.00	$	0.10	$	1.50	$	0.11	$	2.00	$	0.13	$	1.00	$	0.14	$	1.00	$	0.11	$	1.00	$	0.11	$	0.11
$	2.00	$	0.05	$	0.50	$	0.05	$	2.50	$	0.04	$	0.04	$	0.04	$	1.00	$	0.04	$	1.50	$	0.05	$	2.00	$	0.05	$	1.00	$	0.06	$	1.00	$	0.05	$	1.00	$	0.04	$	0.04
$	4,206.00	$	103.05	$	103.05	$	96.74	$	96.74	$	84.12	$	84.12	$	90.43	$	90.43	$	82.02	$	82.02	$	96.32	$	96.32	$	111.46	$	111.46	$	115.67	$	115.67	$	94.64	$	94.64	$	92.11	$	92.11
$	2,898.60	$	71.02	$	71.02	$	66.67	$	66.67	$	57.97	$	57.97	$	62.32	$	62.32	$	56.52	$	56.52	$	66.38	$	66.38	$	76.81	$	76.81	$	79.71	$	79.71	$	65.22	$	65.22	$	63.48	$	63.48
$	2,547.25	$	62.41	$	62.41	$	58.59	$	58.59	$	50.95	$	50.95	$	54.77	$	54.77	$	49.67	$	49.67	$	58.33	$	58.33	$	67.50	$	67.50	$	70.05	$	70.05	$	57.31	$	57.31	$	55.78	$	55.78
$	2,001.10	$	49.03	$	49.03	$	46.03	$	46.03	$	40.02	$	40.02	$	43.02	$	43.02	$	39.02	$	39.02	$	45.83	$	45.83	$	53.03	$	53.03	$	55.03	$	55.03	$	45.02	$	45.02	$	43.82	$	43.82
$	1,657.00	$	40.60	$	40.60	$	38.11	$	38.11	$	33.14	$	33.14	$	35.63	$	35.63	$	32.31	$	32.31	$	37.95	$	37.95	$	43.91	$	43.91	$	45.57	$	45.57	$	37.28	$	37.28	$	36.29	$	36.29
$	914.50	$	22.41	$	22.41	$	21.03	$	21.03	$	18.29	$	18.29	$	19.66	$	19.66	$	17.83	$	17.83	$	20.94	$	20.94	$	24.23	$	24.23	$	25.15	$	25.15	$	20.58	$	20.58	$	20.03	$	20.03
$	645.75	$	15.82	$	15.82	$	14.85	$	14.85	$	12.92	$	12.92	$	13.88	$	13.88	$	12.59	$	12.59	$	14.79	$	14.79	$	17.11	$	17.11	$	17.76	$	17.76	$	14.53	$	14.53	$	14.14	$	14.14
$	496.00	$	12.15	$	12.15	$	11.41	$	11.41	$	9.92	$	9.92	$	10.66	$	10.66	$	9.67	$	9.67	$	11.36	$	11.36	$	13.14	$	13.14	$	13.64	$	13.64	$	11.16	$	11.16	$	10.86	$	10.86
$	444.00	$	10.88	$	10.88	$	10.21	$	10.21	$	8.88	$	8.88	$	9.55	$	9.55	$	8.66	$	8.66	$	10.17	$	10.17	$	11.77	$	11.77	$	12.21	$	12.21	$	9.99	$	9.99	$	9.72	$	9.72
$	419.00	$	10.27	$	10.27	$	9.64	$	9.64	$	8.38	$	8.38	$	9.01	$	9.01	$	8.17	$	8.17	$	9.60	$	9.60	$	11.10	$	11.10	$	11.52	$	11.52	$	9.43	$	9.43	$	9.18	$	9.18
$	389.00	$	9.53	$	9.53	$	8.95	$	8.95	$	7.78	$	7.78	$	8.36	$	8.36	$	7.59	$	7.59	$	8.91	$	8.91	$	10.31	$	10.31	$	10.70	$	10.70	$	8.75	$	8.75	$	8.52	$	8.52
$	378.75	$	9.28	$	9.28	$	8.71	$	8.71	$	7.58	$	7.58	$	8.14	$	8.14	$	7.39	$	7.39	$	8.67	$	8.67	$	10.04	$	10.04	$	10.42	$	10.42	$	8.52	$	8.52	$	8.29	$	8.29
$	326.00	$	7.99	$	7.99	$	7.50	$	7.50	$	6.52	$	6.52	$	7.01	$	7.01	$	6.36	$	6.36	$	7.47	$	7.47	$	8.64	$	8.64	$	8.97	$	8.97	$	7.34	$	7.34	$	7.14	$	7.14
$	302.00	$	7.40	$	7.40	$	6.95	$	6.95	$	6.04	$	6.04	$	6.49	$	6.49	$	5.89	$	5.89	$	6.92	$	6.92	$	8.00	$	8.00	$	8.31	$	8.31	$	6.80	$	6.80	$	6.61	$	6.61
$	184.00	$	4.51	$	4.51	$	4.23	$	4.23	$	3.68	$	3.68	$	3.96	$	3.96	$	3.59	$	3.59	$	4.21	$	4.21	$	4.88	$	4.88	$	5.06	$	5.06	$	4.14	$	4.14	$	4.03	$	4.03
$	182.00	$	4.46	$	4.46	$	4.19	$	4.19	$	3.64	$	3.64	$	3.91	$	3.91	$	3.55	$	3.55	$	4.17	$	4.17	$	4.82	$	4.82	$	5.01	$	5.01	$	4.10	$	4.10	$	3.99	$	3.99
$	168.50	$	4.13	$	4.13	$	3.88	$	3.88	$	3.37	$	3.37	$	3.62	$	3.62	$	3.29	$	3.29	$	3.86	$	3.86	$	4.47	$	4.47	$	4.63	$	4.63	$	3.79	$	3.79	$	3.69	$	3.69
$	150.00	$	3.68	$	3.68	$	3.45	$	3.45	$	3.00	$	3.00	$	3.23	$	3.23	$	2.93	$	2.93	$	3.44	$	3.44	$	3.98	$	3.98	$	4.13	$	4.13	$	3.38	$	3.38	$	3.29	$	3.29
$	144.16	$	3.53	$	3.53	$	3.32	$	3.32	$	2.88	$	2.88	$	3.10	$	3.10	$	2.81	$	2.81	$	3.30	$	3.30	$	3.82	$	3.82	$	3.96	$	3.96	$	3.24	$	3.24	$	3.16	$	3.16
$	135.00	$	3.31	$	3.31	$	3.11	$	3.11	$	2.70	$	2.70	$	2.90	$	2.90	$	2.63	$	2.63	$	3.09	$	3.09	$	3.58	$	3.58	$	3.71	$	3.71	$	3.04	$	3.04	$	2.96	$	2.96
$	70.00	$	1.72	$	1.72	$	1.61	$	2.50	$	1.40	$	1.40	$	1.51	$	1.51	$	1.37	$	1.50	$	1.60	$	2.00	$	1.86	$	1.86	$	1.93	$	1.93	$	1.58	$	1.58	$	1.53	$	1.53
$	51.00	$	1.25	$	1.25	$	1.17	$	2.50	$	1.02	$	1.02	$	1.10	$	1.10	$	0.99	$	1.50	$	1.17	$	2.00	$	1.35	$	1.35	$	1.40	$	1.40	$	1.15	$	1.15	$	1.12	$	1.12
$	41.00	$	1.00	$	1.00	$	0.94	$	2.50	$	0.82	$	0.82	$	0.88	$	1.00	$	0.80	$	1.50	$	0.94	$	2.00	$	1.09	$	1.09	$	1.13	$	1.13	$	0.92	$	1.00	$	0.90	$	0.90
$	41.00	$	1.00	$	1.00	$	0.94	$	2.50	$	0.82	$	0.82	$	0.88	$	1.00	$	0.80	$	1.50	$	0.94	$	2.00	$	1.09	$	1.09	$	1.13	$	1.13	$	0.92	$	1.00	$	0.90	$	0.90
$	40.00	$	0.98	$	0.98	$	0.92	$	2.50	$	0.80	$	0.80	$	0.86	$	1.00	$	0.78	$	1.50	$	0.92	$	2.00	$	1.06	$	1.06	$	1.10	$	1.10	$	0.90	$	1.00	$	0.88	$	0.88
$	26.00	$	0.64	$	0.64	$	0.60	$	2.50	$	0.52	$	0.52	$	0.56	$	1.00	$	0.51	$	1.50	$	0.60	$	2.00	$	0.69	$	1.00	$	0.72	$	1.00	$	0.59	$	1.00	$	0.57	$	0.57
$	25.00	$	0.61	$	0.61	$	0.58	$	2.50	$	0.50	$	0.50	$	0.54	$	1.00	$	0.49	$	1.50	$	0.57	$	2.00	$	0.66	$	1.00	$	0.69	$	1.00	$	0.56	$	1.00	$	0.55	$	0.55
$	12.00	$	0.29	$	0.50	$	0.28	$	2.50	$	0.24	$	0.24	$	0.26	$	1.00	$	0.23	$	1.50	$	0.27	$	2.00	$	0.32	$	1.00	$	0.33	$	1.00	$	0.27	$	1.00	$	0.26	$	0.26
$	10.00	$	0.25	$	0.50	$	0.23	$	2.50	$	0.20	$	0.20	$	0.22	$	1.00	$	0.20	$	1.50	$	0.23	$	2.00	$	0.27	$	1.00	$	0.28	$	1.00	$	0.23	$	1.00	$	0.22	$	0.22
$	10.00	$	0.25	$	0.50	$	0.23	$	2.50	$	0.20	$	0.20	$	0.22	$	1.00	$	0.20	$	1.50	$	0.23	$	2.00	$	0.27	$	1.00	$	0.28	$	1.00	$	0.23	$	1.00	$	0.22	$	0.22
$	3,822.75	$	93.66	$	93.66	$	87.92	$	87.92	$	76.46	$	76.46	$	82.19	$	82.19	$	74.54	$	74.54	$	87.54	$	87.54	$	101.30	$	101.30	$	105.13	$	105.13	$	86.01	$	86.01	$	83.72	$	83.72
$	3,062.00	$	75.02	$	75.02	$	70.43	$	70.43	$	61.24	$	61.24	$	65.83	$	65.83	$	59.71	$	59.71	$	70.12	$	70.12	$	81.14	$	81.14	$	84.21	$	84.21	$	68.90	$	68.90	$	67.06	$	67.06
$	3,030.00	$	74.24	$	74.24	$	69.69	$	69.69	$	60.60	$	60.60	$	65.15	$	65.15	$	59.09	$	59.09	$	69.39	$	69.39	$	80.30	$	80.30	$	83.33	$	83.33	$	68.18	$	68.18	$	66.36	$	66.36
$	1,268.96	$	31.09	$	31.09	$	29.19	$	29.19	$	25.38	$	25.38	$	27.28	$	27.28	$	24.74	$	24.74	$	29.06	$	29.06	$	33.63	$	33.63	$	34.90	$	34.90	$	28.55	$	28.55	$	27.79	$	27.79
$	859.00	$	21.05	$	21.05	$	19.76	$	19.76	$	17.18	$	17.18	$	18.47	$	18.47	$	16.75	$	16.75	$	19.67	$	19.67	$	22.76	$	22.76	$	23.62	$	23.62	$	19.33	$	19.33	$	18.81	$	18.81
$	855.60	$	20.96	$	20.96	$	19.68	$	19.68	$	17.11	$	17.11	$	18.40	$	18.40	$	16.68	$	16.68	$	19.59	$	19.59	$	22.67	$	22.67	$	23.53	$	23.53	$	19.25	$	19.25	$	18.74	$	18.74
$	837.50	$	20.52	$	20.52	$	19.26	$	19.26	$	16.75	$	16.75	$	18.01	$	18.01	$	16.33	$	16.33	$	19.18	$	19.18	$	22.19	$	22.19	$	23.03	$	23.03	$	18.84	$	18.84	$	18.34	$	18.34
$	801.50	$	19.64	$	19.64	$	18.43	$	18.43	$	16.03	$	16.03	$	17.23	$	17.23	$	15.63	$	15.63	$	18.35	$	18.35	$	21.24	$	21.24	$	22.04	$	22.04	$	18.03	$	18.03	$	17.55	$	17.55
$	685.25	$	16.79	$	16.79	$	15.76	$	15.76	$	13.71	$	13.71	$	14.73	$	14.73	$	13.36	$	13.36	$	15.69	$	15.69	$	18.16	$	18.16	$	18.84	$	18.84	$	15.42	$	15.42	$	15.01	$	15.01
$	486.00	$	11.91	$	11.91	$	11.18	$	11.18	$	9.72	$	9.72	$	10.45	$	10.45	$	9.48	$	9.48	$	11.13	$	11.13	$	12.88	$	12.88	$	13.37	$	13.37	$	10.94	$	10.94	$	10.64	$	10.64
$	430.00	$	10.54	$	10.54	$	9.89	$	9.89	$	8.60	$	8.60	$	9.25	$	9.25	$	8.39	$	8.39	$	9.85	$	9.85	$	11.40	$	11.40	$	11.83	$	11.83	$	9.68	$	9.68	$	9.42	$	9.42
$	384.00	$	9.41	$	9.41	$	8.83	$	8.83	$	7.68	$	7.68	$	8.26	$	8.26	$	7.49	$	7.49	$	8.79	$	8.79	$	10.18	$	10.18	$	10.56	$	10.56	$	8.64	$	8.64	$	8.41	$	8.41
$	302.00	$	7.40	$	7.40	$	6.95	$	6.95	$	6.04	$	6.04	$	6.49	$	6.49	$	5.89	$	5.89	$	6.92	$	6.92	$	8.00	$	8.00	$	8.31	$	8.31	$	6.80	$	6.80	$	6.61	$	6.61
$	172.00	$	4.21	$	4.21	$	3.96	$	3.96	$	3.44	$	3.44	$	3.70	$	3.70	$	3.35	$	3.35	$	3.94	$	3.94	$	4.56	$	4.56	$	4.73	$	4.73	$	3.87	$	3.87	$	3.77	$	3.77
$	140.17	$	3.43	$	3.43	$	3.22	$	3.22	$	2.80	$	2.80	$	3.01	$	3.01	$	2.73	$	2.73	$	3.21	$	3.21	$	3.71	$	3.71	$	3.85	$	3.85	$	3.15	$	3.15	$	3.07	$	3.07
$	120.00	$	2.94	$	2.94	$	2.76	$	2.76	$	2.40	$	2.40	$	2.58	$	2.58	$	2.34	$	2.34	$	2.75	$	2.75	$	3.18	$	3.18	$	3.30	$	3.30	$	2.70	$	2.70	$	2.63	$	2.63
$	76.25	$	1.87	$	1.87	$	1.75	$	2.50	$	1.53	$	1.53	$	1.64	$	1.64	$	1.49	$	1.50	$	1.75	$	2.00	$	2.02	$	2.02	$	2.10	$	2.10	$	1.72	$	1.72	$	1.67	$	1.67
$	70.00	$	1.72	$	1.72	$	1.61	$	2.50	$	1.40	$	1.40	$	1.51	$	1.51	$	1.37	$	1.50	$	1.60	$	2.00	$	1.86	$	1.86	$	1.93	$	1.93	$	1.58	$	1.58	$	1.53	$	1.53
$	50.00	$	1.23	$	1.23	$	1.15	$	2.50	$	1.00	$	1.00	$	1.08	$	1.08	$	0.98	$	1.50	$	1.15	$	2.00	$	1.33	$	1.33	$	1.38	$	1.38	$	1.13	$	1.13	$	1.10	$	1.10
$	40.00	$	0.98	$	0.98	$	0.92	$	2.50	$	0.80	$	0.80	$	0.86	$	1.00	$	0.78	$	1.50	$	0.92	$	2.00	$	1.06	$	1.06	$	1.10	$	1.10	$	0.90	$	1.00	$	0.88	$	0.88
$	39.00	$	0.96	$	0.96	$	0.90	$	2.50	$	0.78	$	0.78	$	0.84	$	1.00	$	0.76	$	1.50	$	0.89	$	2.00	$	1.03	$	1.03	$	1.07	$	1.07	$	0.88	$	1.00	$	0.85	$	0.85
$	22.00	$	0.54	$	0.54	$	0.51	$	2.50	$	0.44	$	0.44	$	0.47	$	1.00	$	0.43	$	1.50	$	0.50	$	2.00	$	0.58	$	1.00	$	0.61	$	1.00	$	0.50	$	1.00	$	0.48	$	0.48
$	20.00	$	0.49	$	0.50	$	0.46	$	2.50	$	0.40	$	0.40	$	0.43	$	1.00	$	0.39	$	1.50	$	0.46	$	2.00	$	0.53	$	1.00	$	0.55	$	1.00	$	0.45	$	1.00	$	0.44	$	0.44
$	16.25	$	0.40	$	0.50	$	0.37	$	2.50	$	0.33	$	0.33	$	0.35	$	1.00	$	0.32	$	1.50	$	0.37	$	2.00	$	0.43	$	1.00	$	0.45	$	1.00	$	0.37	$	1.00	$	0.36	$	0.36
$	12.00	$	0.29	$	0.50	$	0.28	$	2.50	$	0.24	$	0.24	$	0.26	$	1.00	$	0.23	$	1.50	$	0.27	$	2.00	$	0.32	$	1.00	$	0.33	$	1.00	$	0.27	$	1.00	$	0.26	$	0.26
$	5.00	$	0.12	$	0.50	$	0.12	$	2.50	$	0.10	$	0.10	$	0.11	$	1.00	$	0.10	$	1.50	$	0.11	$	2.00	$	0.13	$	1.00	$	0.14	$	1.00	$	0.11	$	1.00	$	0.11	$	0.11
$	2.00	$	0.05	$	0.50	$	0.05	$	2.50	$	0.04	$	0.04	$	0.04	$	1.00	$	0.04	$	1.50	$	0.05	$	2.00	$	0.05	$	1.00	$	0.06	$	1.00	$	0.05	$	1.00	$	0.04	$	0.04
$	7,422.34	$	181.85	$	181.85	$	170.71	$	170.71	$	148.45	$	148.45	$	159.58	$	159.58	$	144.74	$	144.74	$	169.97	$	169.97	$	196.69	$	196.69	$	204.11	$	204.11	$	167.00	$	167.00	$	162.55	$	162.55
$	6,853.00	$	167.90	$	167.90	$	157.62	$	157.62	$	137.06	$	137.06	$	147.34	$	147.34	$	133.63	$	133.63	$	156.93	$	156.93	$	181.60	$	181.60	$	188.46	$	188.46	$	154.19	$	154.19	$	150.08	$	150.08

$	5,659.00	$	138.65	$	138.65	$	130.16	$	130.16	$	113.18	$	113.18	$	121.67	$	121.67	$	110.35	$	110.35	$	129.59	$	129.59	$	149.96	$	149.96	$	155.62	$	155.62	$	127.33	$	127.33	$	123.93	$	123.93
$	5,064.53	$	124.08	$	124.08	$	116.48	$	116.48	$	101.29	$	101.29	$	108.89	$	108.89	$	98.76	$	98.76	$	115.98	$	115.98	$	134.21	$	134.21	$	139.27	$	139.27	$	113.95	$	113.95	$	110.91	$	110.91
$	4,367.28	$	107.00	$	107.00	$	100.45	$	100.45	$	87.35	$	87.35	$	93.90	$	93.90	$	85.16	$	85.16	$	100.01	$	100.01	$	115.73	$	115.73	$	120.10	$	120.10	$	98.26	$	98.26	$	95.64	$	95.64
$	3,295.00	$	80.73	$	80.73	$	75.79	$	75.79	$	65.90	$	65.90	$	70.84	$	70.84	$	64.25	$	64.25	$	75.46	$	75.46	$	87.32	$	87.32	$	90.61	$	90.61	$	74.14	$	74.14	$	72.16	$	72.16
$	2,800.00	$	68.60	$	68.60	$	64.40	$	64.40	$	56.00	$	56.00	$	60.20	$	60.20	$	54.60	$	54.60	$	64.12	$	64.12	$	74.20	$	74.20	$	77.00	$	77.00	$	63.00	$	63.00	$	61.32	$	61.32
$	2,293.50	$	56.19	$	56.19	$	52.75	$	52.75	$	45.87	$	45.87	$	49.31	$	49.31	$	44.72	$	44.72	$	52.52	$	52.52	$	60.78	$	60.78	$	63.07	$	63.07	$	51.60	$	51.60	$	50.23	$	50.23
$	2,226.00	$	54.54	$	54.54	$	51.20	$	51.20	$	44.52	$	44.52	$	47.86	$	47.86	$	43.41	$	43.41	$	50.98	$	50.98	$	58.99	$	58.99	$	61.22	$	61.22	$	50.09	$	50.09	$	48.75	$	48.75
$	1,602.25	$	39.26	$	39.26	$	36.85	$	36.85	$	32.05	$	32.05	$	34.45	$	34.45	$	31.24	$	31.24	$	36.69	$	36.69	$	42.46	$	42.46	$	44.06	$	44.06	$	36.05	$	36.05	$	35.09	$	35.09
$	1,391.25	$	34.09	$	34.09	$	32.00	$	32.00	$	27.83	$	27.83	$	29.91	$	29.91	$	27.13	$	27.13	$	31.86	$	31.86	$	36.87	$	36.87	$	38.26	$	38.26	$	31.30	$	31.30	$	30.47	$	30.47
$	1,347.00	$	33.00	$	33.00	$	30.98	$	30.98	$	26.94	$	26.94	$	28.96	$	28.96	$	26.27	$	26.27	$	30.85	$	30.85	$	35.70	$	35.70	$	37.04	$	37.04	$	30.31	$	30.31	$	29.50	$	29.50
$	1,218.10	$	29.84	$	29.84	$	28.02	$	28.02	$	24.36	$	24.36	$	26.19	$	26.19	$	23.75	$	23.75	$	27.89	$	27.89	$	32.28	$	32.28	$	33.50	$	33.50	$	27.41	$	27.41	$	26.68	$	26.68
$	828.10	$	20.29	$	20.29	$	19.05	$	19.05	$	16.56	$	16.56	$	17.80	$	17.80	$	16.15	$	16.15	$	18.96	$	18.96	$	21.94	$	21.94	$	22.77	$	22.77	$	18.63	$	18.63	$	18.14	$	18.14
$	730.50	$	17.90	$	17.90	$	16.80	$	16.80	$	14.61	$	14.61	$	15.71	$	15.71	$	14.24	$	14.24	$	16.73	$	16.73	$	19.36	$	19.36	$	20.09	$	20.09	$	16.44	$	16.44	$	16.00	$	16.00
$	710.00	$	17.40	$	17.40	$	16.33	$	16.33	$	14.20	$	14.20	$	15.27	$	15.27	$	13.85	$	13.85	$	16.26	$	16.26	$	18.82	$	18.82	$	19.53	$	19.53	$	15.98	$	15.98	$	15.55	$	15.55
$	698.00	$	17.10	$	17.10	$	16.05	$	16.05	$	13.96	$	13.96	$	15.01	$	15.01	$	13.61	$	13.61	$	15.98	$	15.98	$	18.50	$	18.50	$	19.20	$	19.20	$	15.71	$	15.71	$	15.29	$	15.29
$	662.99	$	16.24	$	16.24	$	15.25	$	15.25	$	13.26	$	13.26	$	14.25	$	14.25	$	12.93	$	12.93	$	15.18	$	15.18	$	17.57	$	17.57	$	18.23	$	18.23	$	14.92	$	14.92	$	14.52	$	14.52
$	657.00	$	16.10	$	16.10	$	15.11	$	15.11	$	13.14	$	13.14	$	14.13	$	14.13	$	12.81	$	12.81	$	15.05	$	15.05	$	17.41	$	17.41	$	18.07	$	18.07	$	14.78	$	14.78	$	14.39	$	14.39
$	597.00	$	14.63	$	14.63	$	13.73	$	13.73	$	11.94	$	11.94	$	12.84	$	12.84	$	11.64	$	11.64	$	13.67	$	13.67	$	15.82	$	15.82	$	16.42	$	16.42	$	13.43	$	13.43	$	13.07	$	13.07
$	585.00	$	14.33	$	14.33	$	13.46	$	13.46	$	11.70	$	11.70	$	12.58	$	12.58	$	11.41	$	11.41	$	13.40	$	13.40	$	15.50	$	15.50	$	16.09	$	16.09	$	13.16	$	13.16	$	12.81	$	12.81
$	466.00	$	11.42	$	11.42	$	10.72	$	10.72	$	9.32	$	9.32	$	10.02	$	10.02	$	9.09	$	9.09	$	10.67	$	10.67	$	12.35	$	12.35	$	12.82	$	12.82	$	10.49	$	10.49	$	10.21	$	10.21
$	435.00	$	10.66	$	10.66	$	10.01	$	10.01	$	8.70	$	8.70	$	9.35	$	9.35	$	8.48	$	8.48	$	9.96	$	9.96	$	11.53	$	11.53	$	11.96	$	11.96	$	9.79	$	9.79	$	9.53	$	9.53
$	381.34	$	9.34	$	9.34	$	8.77	$	8.77	$	7.63	$	7.63	$	8.20	$	8.20	$	7.44	$	7.44	$	8.73	$	8.73	$	10.11	$	10.11	$	10.49	$	10.49	$	8.58	$	8.58	$	8.35	$	8.35
$	275.17	$	6.74	$	6.74	$	6.33	$	6.33	$	5.50	$	5.50	$	5.92	$	5.92	$	5.37	$	5.37	$	6.30	$	6.30	$	7.29	$	7.29	$	7.57	$	7.57	$	6.19	$	6.19	$	6.03	$	6.03
$	267.00	$	6.54	$	6.54	$	6.14	$	6.14	$	5.34	$	5.34	$	5.74	$	5.74	$	5.21	$	5.21	$	6.11	$	6.11	$	7.08	$	7.08	$	7.34	$	7.34	$	6.01	$	6.01	$	5.85	$	5.85
$	240.00	$	5.88	$	5.88	$	5.52	$	5.52	$	4.80	$	4.80	$	5.16	$	5.16	$	4.68	$	4.68	$	5.50	$	5.50	$	6.36	$	6.36	$	6.60	$	6.60	$	5.40	$	5.40	$	5.26	$	5.26
$	215.00	$	5.27	$	5.27	$	4.95	$	4.95	$	4.30	$	4.30	$	4.62	$	4.62	$	4.19	$	4.19	$	4.92	$	4.92	$	5.70	$	5.70	$	5.91	$	5.91	$	4.84	$	4.84	$	4.71	$	4.71
$	202.00	$	4.95	$	4.95	$	4.65	$	4.65	$	4.04	$	4.04	$	4.34	$	4.34	$	3.94	$	3.94	$	4.63	$	4.63	$	5.35	$	5.35	$	5.56	$	5.56	$	4.55	$	4.55	$	4.42	$	4.42
$	186.00	$	4.56	$	4.56	$	4.28	$	4.28	$	3.72	$	3.72	$	4.00	$	4.00	$	3.63	$	3.63	$	4.26	$	4.26	$	4.93	$	4.93	$	5.12	$	5.12	$	4.19	$	4.19	$	4.07	$	4.07
$	182.00	$	4.46	$	4.46	$	4.19	$	4.19	$	3.64	$	3.64	$	3.91	$	3.91	$	3.55	$	3.55	$	4.17	$	4.17	$	4.82	$	4.82	$	5.01	$	5.01	$	4.10	$	4.10	$	3.99	$	3.99
$	181.00	$	4.43	$	4.43	$	4.16	$	4.16	$	3.62	$	3.62	$	3.89	$	3.89	$	3.53	$	3.53	$	4.14	$	4.14	$	4.80	$	4.80	$	4.98	$	4.98	$	4.07	$	4.07	$	3.96	$	3.96
$	129.00	$	3.16	$	3.16	$	2.97	$	2.97	$	2.58	$	2.58	$	2.77	$	2.77	$	2.52	$	2.52	$	2.95	$	2.95	$	3.42	$	3.42	$	3.55	$	3.55	$	2.90	$	2.90	$	2.83	$	2.83
$	114.00	$	2.79	$	2.79	$	2.62	$	2.62	$	2.28	$	2.28	$	2.45	$	2.45	$	2.22	$	2.22	$	2.61	$	2.61	$	3.02	$	3.02	$	3.14	$	3.14	$	2.57	$	2.57	$	2.50	$	2.50
$	111.00	$	2.72	$	2.72	$	2.55	$	2.55	$	2.22	$	2.22	$	2.39	$	2.39	$	2.16	$	2.16	$	2.54	$	2.54	$	2.94	$	2.94	$	3.05	$	3.05	$	2.50	$	2.50	$	2.43	$	2.43
$	111.00	$	2.72	$	2.72	$	2.55	$	2.55	$	2.22	$	2.22	$	2.39	$	2.39	$	2.16	$	2.16	$	2.54	$	2.54	$	2.94	$	2.94	$	3.05	$	3.05	$	2.50	$	2.50	$	2.43	$	2.43
$	105.17	$	2.58	$	2.58	$	2.42	$	2.50	$	2.10	$	2.10	$	2.26	$	2.26	$	2.05	$	2.05	$	2.41	$	2.41	$	2.79	$	2.79	$	2.89	$	2.89	$	2.37	$	2.37	$	2.30	$	2.30
$	102.75	$	2.52	$	2.52	$	2.36	$	2.50	$	2.06	$	2.06	$	2.21	$	2.21	$	2.00	$	2.00	$	2.35	$	2.35	$	2.72	$	2.72	$	2.83	$	2.83	$	2.31	$	2.31	$	2.25	$	2.25
$	100.00	$	2.45	$	2.45	$	2.30	$	2.50	$	2.00	$	2.00	$	2.15	$	2.15	$	1.95	$	1.95	$	2.29	$	2.29	$	2.65	$	2.65	$	2.75	$	2.75	$	2.25	$	2.25	$	2.19	$	2.19
$	88.00	$	2.16	$	2.16	$	2.02	$	2.50	$	1.76	$	1.76	$	1.89	$	1.89	$	1.72	$	1.72	$	2.02	$	2.02	$	2.33	$	2.33	$	2.42	$	2.42	$	1.98	$	1.98	$	1.93	$	1.93
$	75.00	$	1.84	$	1.84	$	1.73	$	2.50	$	1.50	$	1.50	$	1.61	$	1.61	$	1.46	$	1.50	$	1.72	$	2.00	$	1.99	$	1.99	$	2.06	$	2.06	$	1.69	$	1.69	$	1.64	$	1.64
$	70.00	$	1.72	$	1.72	$	1.61	$	2.50	$	1.40	$	1.40	$	1.51	$	1.51	$	1.37	$	1.50	$	1.60	$	2.00	$	1.86	$	1.86	$	1.93	$	1.93	$	1.58	$	1.58	$	1.53	$	1.53
$	61.00	$	1.49	$	1.49	$	1.40	$	2.50	$	1.22	$	1.22	$	1.31	$	1.31	$	1.19	$	1.50	$	1.40	$	2.00	$	1.62	$	1.62	$	1.68	$	1.68	$	1.37	$	1.37	$	1.34	$	1.34
$	61.00	$	1.49	$	1.49	$	1.40	$	2.50	$	1.22	$	1.22	$	1.31	$	1.31	$	1.19	$	1.50	$	1.40	$	2.00	$	1.62	$	1.62	$	1.68	$	1.68	$	1.37	$	1.37	$	1.34	$	1.34
$	50.00	$	1.23	$	1.23	$	1.15	$	2.50	$	1.00	$	1.00	$	1.08	$	1.08	$	0.98	$	1.50	$	1.15	$	2.00	$	1.33	$	1.33	$	1.38	$	1.38	$	1.13	$	1.13	$	1.10	$	1.10
$	43.00	$	1.05	$	1.05	$	0.99	$	2.50	$	0.86	$	0.86	$	0.92	$	1.00	$	0.84	$	1.50	$	0.98	$	2.00	$	1.14	$	1.14	$	1.18	$	1.18	$	0.97	$	1.00	$	0.94	$	0.94
$	37.50	$	0.92	$	0.92	$	0.86	$	2.50	$	0.75	$	0.75	$	0.81	$	1.00	$	0.73	$	1.50	$	0.86	$	2.00	$	0.99	$	1.00	$	1.03	$	1.03	$	0.84	$	1.00	$	0.82	$	0.82
$	33.75	$	0.83	$	0.83	$	0.78	$	2.50	$	0.68	$	0.68	$	0.73	$	1.00	$	0.66	$	1.50	$	0.77	$	2.00	$	0.89	$	1.00	$	0.93	$	1.00	$	0.76	$	1.00	$	0.74	$	0.74
$	33.00	$	0.81	$	0.81	$	0.76	$	2.50	$	0.66	$	0.66	$	0.71	$	1.00	$	0.64	$	1.50	$	0.76	$	2.00	$	0.87	$	1.00	$	0.91	$	1.00	$	0.74	$	1.00	$	0.72	$	0.72
$	30.00	$	0.74	$	0.74	$	0.69	$	2.50	$	0.60	$	0.60	$	0.65	$	1.00	$	0.59	$	1.50	$	0.69	$	2.00	$	0.80	$	1.00	$	0.83	$	1.00	$	0.68	$	1.00	$	0.66	$	0.66
$	22.00	$	0.54	$	0.54	$	0.51	$	2.50	$	0.44	$	0.44	$	0.47	$	1.00	$	0.43	$	1.50	$	0.50	$	2.00	$	0.58	$	1.00	$	0.61	$	1.00	$	0.50	$	1.00	$	0.48	$	0.48
$	19.00	$	0.47	$	0.50	$	0.44	$	2.50	$	0.38	$	0.38	$	0.41	$	1.00	$	0.37	$	1.50	$	0.44	$	2.00	$	0.50	$	1.00	$	0.52	$	1.00	$	0.43	$	1.00	$	0.42	$	0.42
$	16.00	$	0.39	$	0.50	$	0.37	$	2.50	$	0.32	$	0.32	$	0.34	$	1.00	$	0.31	$	1.50	$	0.37	$	2.00	$	0.42	$	1.00	$	0.44	$	1.00	$	0.36	$	1.00	$	0.35	$	0.35
$	14.00	$	0.34	$	0.50	$	0.32	$	2.50	$	0.28	$	0.28	$	0.30	$	1.00	$	0.27	$	1.50	$	0.32	$	2.00	$	0.37	$	1.00	$	0.39	$	1.00	$	0.32	$	1.00	$	0.31	$	0.31
$	10.00	$	0.25	$	0.50	$	0.23	$	2.50	$	0.20	$	0.20	$	0.22	$	1.00	$	0.20	$	1.50	$	0.23	$	2.00	$	0.27	$	1.00	$	0.28	$	1.00	$	0.23	$	1.00	$	0.22	$	0.22
$	10.00	$	0.25	$	0.50	$	0.23	$	2.50	$	0.20	$	0.20	$	0.22	$	1.00	$	0.20	$	1.50	$	0.23	$	2.00	$	0.27	$	1.00	$	0.28	$	1.00	$	0.23	$	1.00	$	0.22	$	0.22
$	5.00	$	0.12	$	0.50	$	0.12	$	2.50	$	0.10	$	0.10	$	0.11	$	1.00	$	0.10	$	1.50	$	0.11	$	2.00	$	0.13	$	1.00	$	0.14	$	1.00	$	0.11	$	1.00	$	0.11	$	0.11
$	5.00	$	0.12	$	0.50	$	0.12	$	2.50	$	0.10	$	0.10	$	0.11	$	1.00	$	0.10	$	1.50	$	0.11	$	2.00	$	0.13	$	1.00	$	0.14	$	1.00	$	0.11	$	1.00	$	0.11	$	0.11
$	5.00	$	0.12	$	0.50	$	0.12	$	2.50	$	0.10	$	0.10	$	0.11	$	1.00	$	0.10	$	1.50	$	0.11	$	2.00	$	0.13	$	1.00	$	0.14	$	1.00	$	0.11	$	1.00	$	0.11	$	0.11
$	2.00	$	0.05	$	0.50	$	0.05	$	2.50	$	0.04	$	0.04	$	0.04	$	1.00	$	0.04	$	1.50	$	0.05	$	2.00	$	0.05	$	1.00	$	0.06	$	1.00	$	0.05	$	1.00	$	0.04	$	0.04
$	1.00	$	0.02	$	0.50	$	0.02	$	2.50	$	0.02	$	0.02	$	0.02	$	1.00	$	0.02	$	1.50	$	0.02	$	2.00	$	0.03	$	1.00	$	0.03	$	1.00	$	0.02	$	1.00	$	0.02	$	0.02
				$	13,490.76			$	13,001.82			$	10,997.73			$	11,902.01			$	10,896.56			$	12,842.47			$	14,638.89			$	15,186.88			$	12,448.84			$	12,042.52

Commissioners Court - Regular Session **43.**

Meeting Date: 01/16/2018

Approving Purchase of Historical Records Preservation for the District Clerk's Office

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of historical document preservation in the amount of $157,581.08 from Kofile Technologies per GSA Contract # GS-35F-275AA to support the operation of the Williamson County District Clerk's Office.

Background

This purchase is to preserve historical documents for the Williamson County District Clerk's Office. Funding for this project was approved by Court on September 19, 2017 and come from 01.0387.0387.004100. Please see the attached proposal for additional details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

District Clerk Historical Records Preservation Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/10/2018 10:01 AM
County Judge Exec Asst.	Wendy Coco	01/10/2018 11:11 AM
Form Started By: Erica Smith		Started On: 01/08/2018 09:30 AM
Final Approval Date: 01/10/2018		

HONORABLE LISA DAVID
WILLIAMSON COUNTY DISTRICT CLERK

ARCHIVAL DIGITIZATION OF VOLUMES & PRE-PRESERVATION OF CASE FILES

WITH OPTIONAL INDEXING OF COPYFLOW VOLUMES

AUGUST 21, 2017—REVISED NOVEMBER 2, 2017

KOFILE TECHNOLOGIES, INC.
6300 CEDAR SPRINGS ROAD, DALLAS, TX 75235
P/ 214.351.4800 F/ 214.442.6669
INFO@KOFILE.US WWW.KOFILE.US



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KOFILE TECHNOLOGIES

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SUSANNA.RECORDS@KOFILE.US

1. EXECUTIVE SUMMARY

This proposal addresses the archival digitization (including image capture and processing) of 147 volumes of District Court Minute Books and Indexes (with a Good Faith Estimate of 101,668 pages) and 64 shuck drawers (with a Good Faith Estimate of 76,800 pages) for the William County District Clerk. Trifold Case Files will receive pre-preservation services, and volumes with CopyFlow pages have an option for indexing. Please note that all image counts are a Good Faith Estimate. Document counts will be provided upon project selection and an in-house inventory of the volumes.

This project will relieve dependence on paper by ensuring superior digital copies of the original records. Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Williamson County District Clerk's modernization goals. All pricing is based on a Good Faith Estimate of page counts, and is good for 90 days from the date of this proposal.

Kofile is uniquely qualified to address the long-term preservation, management, digital access, and storage of any permanent retention records and active records. Preservation insures the survival of **source originals** for the application of future technologies.

DO IT ONCE, DO IT RIGHT, DO IT FOREVER

This philosophy is the driving force placing Kofile above other imaging competitors. Our services are not *'as-is'* or *'scan it and forget it.'* Our basis for success is decades of experience, realistic solutions, and professional analysis. Kofile guarantees that all work is the highest quality and free of distortion or information loss due to capture. Williamson County is assured of the survival of the Best Original Image for the application of current and future technologies.

Williamson County is assured of the following key differentiators with Kofile's indexing services:

- *Kofile **blind re-keys each field** to maintain a 99.25% accuracy rate.*
- *Our employees are key assets—our Data Entry Manager has 43 years of experience.*
- *Kofile indexes at our Dallas facility, ensuring data confidentiality and security.*
- *Kofile does not use third-parties to key—thus, errors and threats to data integrity are minimized.*

Kofile understands the need for access to public records and ease of rapid, digital retrieval. This proposal addresses the ability of the Kofile solution to meet the Williamson County District Clerk's requirements, including Quality Control, Image Capture and Processing, Standards, and Security.

With headquarters located in Dallas, TX, Kofile can work side-by-side with the District Clerk. Miriam Gray, Account Manager, will handle all communication with Williamson County, and ensure the project is completed on schedule and according to Williamson County's standards.

With Kofile, Williamson County saves money, eliminates exposure of assets at multiple locations and overseas, and ensures a resulting digital image that is the highest quality and free of distortion or information loss due to capture. Kofile appreciates this opportunity to be of service to the Williamson County District Clerk in this engagement.

II. PROJECT EXECUTION

LOCATION OF WORK

Kofile's corporate headquarters is located at 6300 Cedar Springs Road in Dallas, TX, *see right*. Kofile possesses a history of responsibility, and it has invested in a facility with superior security to mitigate loss and destruction before it occurs.





Williamson County is welcome to inspect the Kofile facility—with or without notice—at any

The Dallas facility is a fire-resistant brick and concrete building with structural steel support members, and fire-rated walls, ceiling, and flooring.

The facility is F5 Tornado Resistant according to an architectural assessment preformed by Tanner Consulting, January 2010.

Due to the sensitive nature of the data, Kofile provides multiple security measures. Kofile combines a 24/7 manned on-site security person with electronic surveillance. A state-of-the-art security system protects the entire building. In addition to the Motion Detector Security System, Kofile follows rigorous end-of-day closing and lock-down inspection protocol.

Regulated Facility Environment

Kofile has 24-hour temperature and Relative Humidity (RH) controls. All work areas for original Documents meet the archival climate control standards as supported by the Texas State Library and Archives Commission. Kofile has four independent HVAC systems with programmable thermostats. Each vault has a separate and independent HVAC system. The HVAC for the work and storage areas are constantly set at 70°F. The level of relative humidity (RH) is maintained at a percentage in the mid-fifties.

The laboratories are windowless and centrally located to eliminate exposure to ultraviolet (UV) light. Kofile does not have any issues with pest control. The building is regularly maintained. Food and drinks are not permitted in the conservation areas by anyone, for any reason. Records being treated for mold or pests are quarantined in standard polyethylene bags, separate from other records, until remedial treatment is complete.

VAULTS

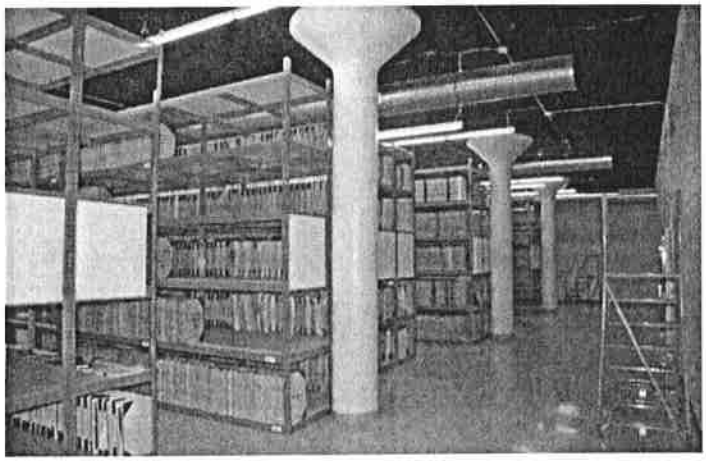
The Dallas facility has three vaults. Each vault is secured with Level 5 vault doors with a 4-Hour UL Rating of at least 350°F. Each vault has its own independent HVAC system, monitors for humidity and temperature, and controls for airborne particulates (monitored by analog methods). Kofile actively monitors for micro-organic growth.

Daily protocol requires that records removed from the vault for work must be in the custody of a technician at all times. When records are not undergoing treatment, they are immediately returned to the vault area.





Kofile provides storage services for microfilm, microfiche, and other types of data in its Media Vault. Kofile randomly performs spot tests to safeguard against certain contaminations, such as Vinegar Syndrome, mold, mildew, and/or Redox on microfilm. Acetate Base Film is separated from Polyester Base Film and is stored in separate storage boxes to help eliminate film contamination, as Eastman Park Micrographics, Inc. (EPM) recommends.



Kofile can retrieve any part of the microfilm/data and transmit the requested microfilm/data to a customer electronically or through other means. The client owns all of the stored microfilm/data, and Kofile will not sell or distribute the microfilm/data in any way.

SYSTEM SECURITY

Kofile works in a secured, directory-based environment. Kofile employees are subjected to background checks and extensive interviews. Before they work with confidential records, technicians must graduate a series of work-effort tiers.

Our operator terminals are configured to ensure that no data can leave the facility. Any employee who works on a project is issued a username and password to access images. Rights are assigned to individual images as "read only." Only approved employees have the passwords to change image permissions. Therefore, no one can delete or modify images without authorization. All activity of this nature is logged.

Kofile establishes positive control over each item. Our SQL imaging database maintains a complete audit trail throughout each step for inventory control. We have managed numerous projects and have not lost any media or source files. Irreplaceable roll film, aperture cards, cartridges, paper files, charts, maps, and microfiche are all handled in this manner, without loss.



Kofile's server architectures allow redundancy of data operations in multiple locations. Data is regularly backed up to allow services to resume without interruption. Scanned information is captured on local workstations and processed in batches. After capture, batches are stored on centralized servers. Index servers are also backed up. After indexing, data is batch processed on central servers. These are backed up nightly, and the entire group of information is stored on archive servers. These data sets are moved to tape with multiple copies maintained offsite and within the vault noted previously. A backup implementation and rotation schedule is provided upon request.

PRODUCTION TRACKING SYSTEM (PTS)

An integral part of project management relates to the cataloguing of incoming files and tracking. Kofile uses its Production Tracking System (PTS) capability to produce unique IDs for each control unit. PTS provides staff with the tools necessary to establish positive control of the project and to manage the inventory of images, boxes, and microfilm continuously. Kofile employees can track the individual status of each document traveling through our system. PTS is also used for audit tracking purposes for each employee.

OWNERSHIP OF DATA

All Williamson County records (including volumes, document, digital images, metadata, and microfilm) serviced by Kofile shall remain the property of Williamson County. This policy is applicable to any agreement, verbal or written, between Williamson County and Kofile.

- The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Williamson County.
- The records are not disclosed, sold, assigned, leased, or otherwise provided to third parties by Kofile.
- The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees, or assigns, in any respect.

SERVICE DELIVERY



Trained personnel handle documents with the utmost care. For projects with large inventories, records are transported in our secure 18-foot truck. The cargo is held in a climate-controlled environment. This vehicle boasts a 4,000 lb. lift gate, air suspension, and air brakes. This truck is also equipped with extra security features, including back-up cameras and an anti-lock braking system. Executives monitor location, warning signals, and environmental conditions during transport.

INFORMATION REQUESTS

"Hot Shots," or Williamson County information requests, are available via fax or email. Upon receipt of a Hot Shot, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the requester or alternate. The turnaround time for Hot Shots will meet or exceed the District Clerk's requirements.

III. PRESERVATION METHODOLOGY (CASE FILES ONLY)

Kofile performs all preservation services in accordance with the *Code of Ethics & Guidelines for Practice* of the American Institute for Conservation (AIC). This includes conservation treatments, restoration, and rehousing of records with archival solutions ad products. Kofile regularly addresses historical and permanent documents, and Kofile never utilizes any treatment, repair, or maintenance that is not reversible.

The following is an overview of treatments and services available at the Kofile lab. Services will be applied and equipment utilized as needed for individual pages.

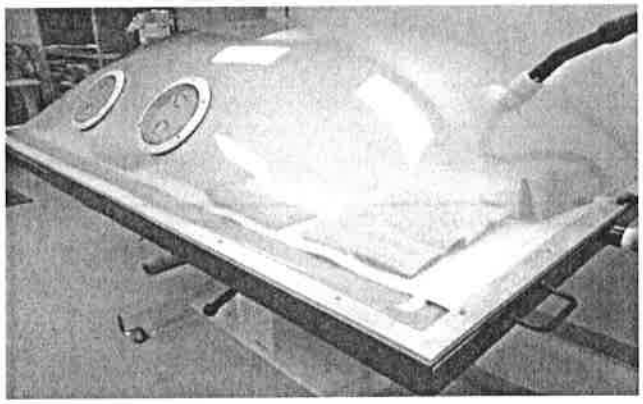
CONSERVATION TREATMENTS

Surface Dry Cleaning

Surface cleaning is a generic term for the removal of material deposits. This includes dust, soot, airborne particulates, sedimentation from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or even biological or mineral contaminants. All have serious consequences during long-term storage. Superficial grime is removed with a soft dusting brush. A microspatula is used to coax insect deposits. Other tools include a latex sponge, powdered vinyl eraser, or soft block eraser.

Removal of Fasteners

Kofile will remove fasteners, page markers, and other metal mechanisms. Fasteners such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc. cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

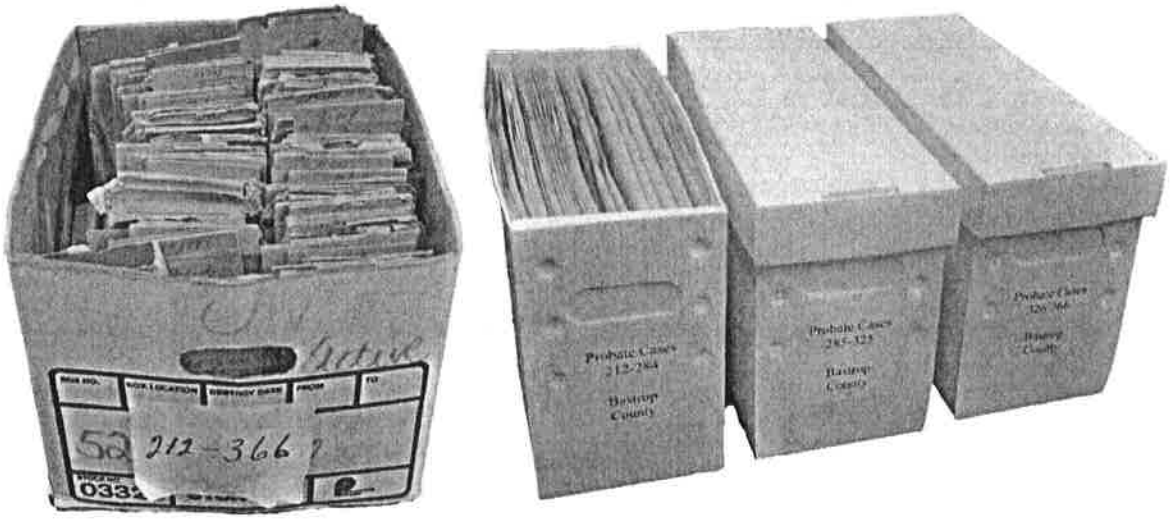


Ultrasonic Humidification Chamber.

Flattening and Humidification

Improperly stored, papers become inflexible and retain a memory of the storage position. Flattening occurs in the Kofile lab with the strictest archival environmental control standards. 'Flattening' is accomplished by a variety of methods and tools. Tacking irons are one such tool and have adjustable temperature controls to alleviate damage. Another method uses moderate pressure drying between acid-free blotters. Monitoring eliminates bleeds and mold/fungus.

Items are humidified after testing the image solubility. The Ultrasonic Humidification Chamber can correct the most fragile document's folds and bends. This machine is enhanced with a cross flow and features a humidity dome and ultrasonic humidifier. Private labs are rarely equipped with this device, and this significant investment represents Kofile's foresight and commitment to offering the best available technology.

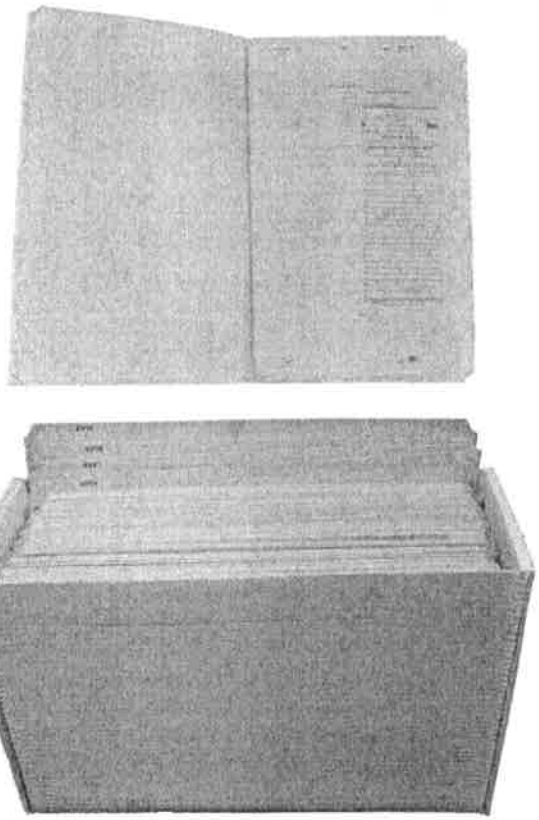


Bastrop County Probate Cases. The box to the left is the original box, and the Coroplast ™ boxes to the right are the rehoused files.

ARCHIVAL BOXES & FOLDERS

Following imaging, sheets are placed in archival acid free folders and housed in corrugated archival boxes for return. These boxes are acid free and comprised of a chemically inert co-polymer. They offer unparalleled strength and high density, and they are water resistant. Each box and folder is appropriately labeled as to its contents.

The original shuck envelopes can be saved and preserved for return, or, as pictured above, photocopied to save space in the returning files.

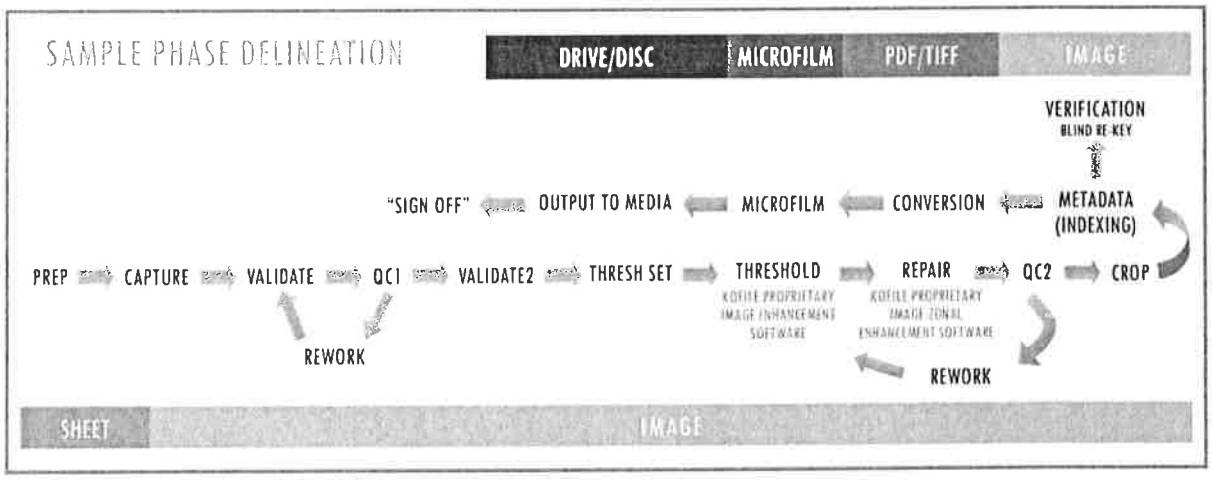


IV. ARCHIVAL DIGITIZATION METHODOLOGY

Imaging a document and digitizing a collection creates an electronic representation of the original archival record. This process is not meant to replace the archival record, but to aid in its preservation. The image serves as a reference tool and is a back-up if the original is damaged or destroyed.

Kofile understands the need for access to public records and ease of rapid, digital retrieval. Services differ because materials are addressed according to their condition and fold endurance without blind, automatic scanner feeds. Technicians are trained to handle fragile and historical documents. Kofile invests in the best hardware and software available on the market.

Upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster. All data is solely the property of the County, and Kofile does not sell or grant unauthorized access to the County's records or data.



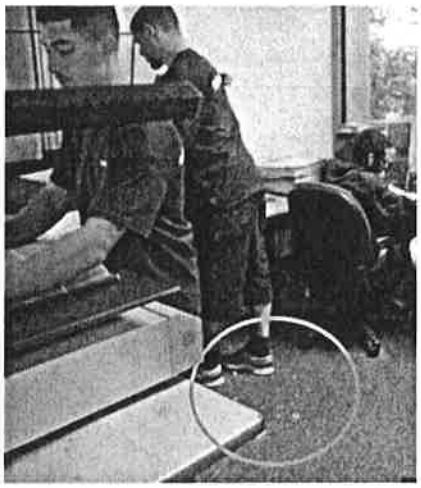
IMAGING OVERVIEW

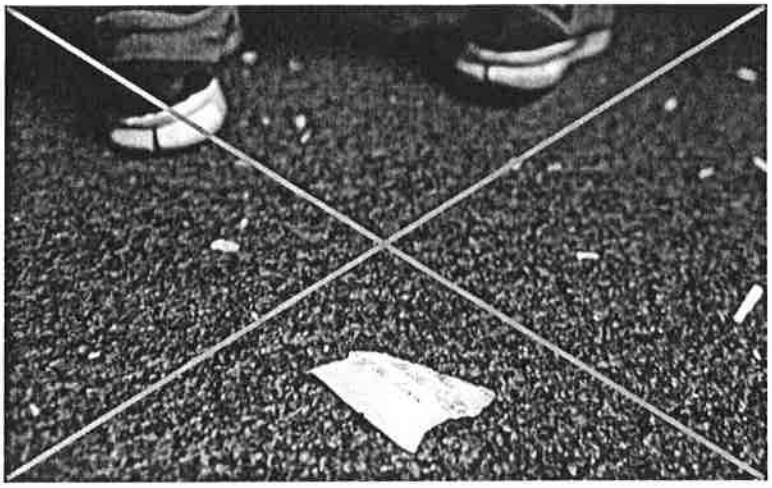
Images are captured at a minimum of 300 dpi at 256 bi-tonal or gray levels. This ensures the highest image quality for documents with poor contrast and difficult-to-read information. Images accumulate as Group IV bi-tonal images in a standard PDF or TIFF format. Images are optimized and scaled for system output.

Kofile makes use of gray-scale scanning techniques for documents to ensure the optimum resolution of each page. Effectiveness and minimum legibility of the scanning process are verified through rigorous and systematic quality control. Kofile always defaults to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization.

IMAGE CAPTURE

Domain specific knowledge is a necessity for this project. A vendor that does not understand permanent asset collections may address the Williamson County files as disposable documents. Kofile understands these are not disposable records, and will maintain file order and identification.





The article implies that partial document destruction is normal. This is unacceptable and contrary to any preservation standard. Kofile has the experience and expertise to handle fragile documents and address the physical preservation of the source document.

Source: Higgins, Jessie. "Recorder's Office Preserving Oldest County Records by Digitizing Them: Some Century-Old Pages Crumble When Touched." Courier Press, August 21, 2013 <www.courierpress.com/news/local-news/digitizing-historical-records> and <www.courierpress.com/news/local-news/county-digitizes-century-old-records>.



Operators observe each page during capture. For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools. If unsuccessful, the operator indicates and inserts a review form for the quality assurance team to assess. The page is treated with a "Best Possible Image Indicator" or further enhancements.

IMAGE PROCESSING & ENHANCEMENT

IMAGE PERFECT is Kofile's proprietary software. It ensures the optimum image quality. When documents vary in size and density, this custom programming ensures image uniformity. It provides proprietary algorithms to achieve high image quality. The utilization of algorithms is critical for capturing different densities and quality levels in a collection.

This proprietary software is a digital SLR-based system. Kofile utilizes the Microsoft® SQL database as the underpinning for the production systems. The software also allows operators to build and edit image processing scripts interactively. The image processing scripts can be saved for batch processing. It also has progress tracking capabilities and can identify exceptions. Supervisors correct problems in a quick and efficient manner.

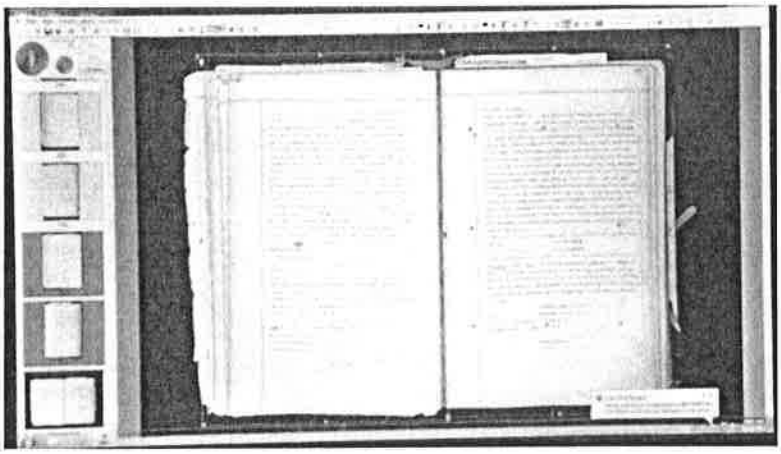
This software automatically detects and compensates for a scanner's variances or for variances from multiple scanners or those of different types. The Assured Image delivers consistent, high-quality output.

IMAGE PERFECT uses custom image clean up and enhancements such as deskew, despeckle, character repair, and zonal processing. Kofile maintains 100% document integrity and image control with exclusive Image Locking capabilities. The processing procedures will not allow for information from rescanned pages to cut and paste accidentally into the incorrect page.

During the image repair process, *IMAGE PERFECT* allows repair of the currently displayed image without rescanning. This eliminates the need to rescan additional images that could compromise image integrity. Images are zonal enhanced to improve readability.

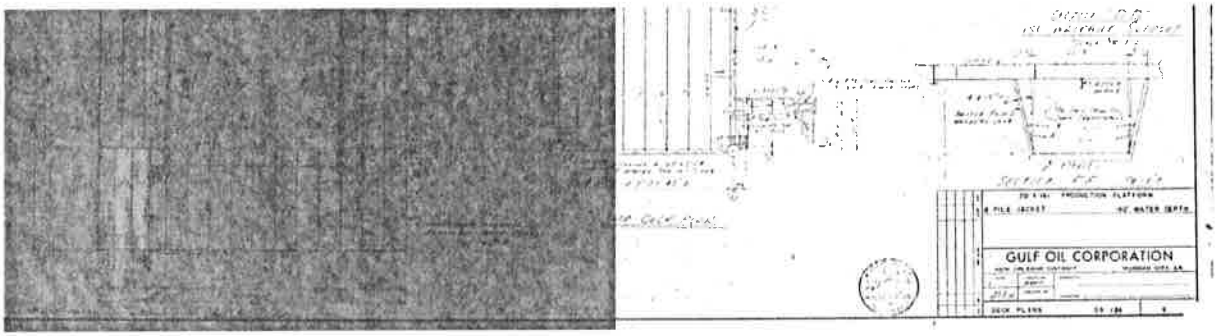
Quality Targets (see right) establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. The *Quality Target* serves as the foundation for our quality assurance analysis. *IMAGE PERFECT* measures each image at a minimum for the following attributes:

- Target DPI
- Target Tone scale & correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction data



Quality Targets permit operators to view image quality at the time of the scan. Images, even those scanned on different devices, are "normalized" as if from the same scanner. Rather than using ad-hoc algorithms and tricks, this software measures image quality and propagates this data through the imaging chain. The Quality Targets serve as the foundation for our quality assurance analysis.

Kofile performs Photostat polarity reversal (so that all characters are black on a positive background). The document certification strip (file strip) is inverted to match the polarity of the final image.



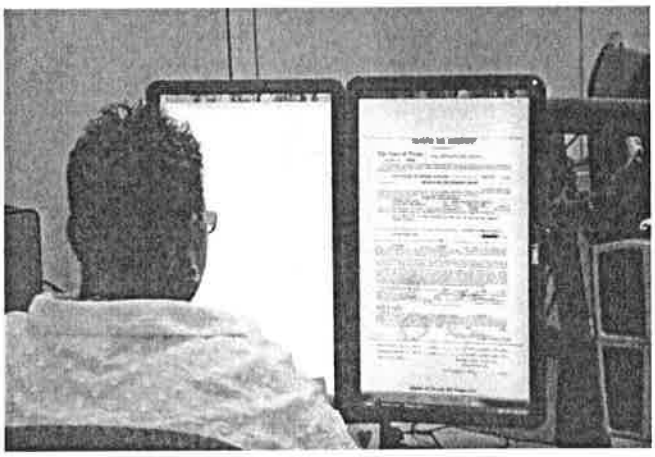
Examples of imaging before (L) and after (R) image cleanup and enhancements.

Annotations are supported to allow the electronic addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.

QUALITY CONTROL (QC)

Quality control (QC) is a key element. Our QC process ensures that all images are certified. **Each and every image is sight checked during QC**. Kofile's quality assurance involves three major thresholds for 100% review inspection: during preparation, during scanning, and during a post scanning review. Then, the process involves a statistical, random, batch-based review of 8% of all work before delivery. Each page is checked to ensure there are no missing pages, double feeds, and to account for "A" pages (which may have been added to the original book).

INDEXING (COPYFLOW VOLUMES ONLY)



Our proprietary indexing software and keying procedures provides proven 99.25% accuracy. Prior to beginning any indexing project, Kofile conducts a comprehensive assessment of the indexing specifications of the District Clerk's Office.

The assessment process includes documenting established methods of indexing specific instruments, clarifying terminology, and determining the standards used for entering names, dates, and other basic information required for indexing. This analysis produces essential information to ensure the metadata's accuracy and integrity.

Full consideration is given to all indexing situations, including:

- *cross-indexed documents*
- *differentiation between individual names & corporation names*
- *government departments & agencies*
- *alternate & alias names*
- *abbreviations, titles, & naming consistency (e.g., hyphens, nos., spaces, & suffixes)*

Taking additional time for a thorough examination of the County's particular requirements allows for accurate and consistent indexes, guaranteeing quick searches for users.

DATA ENTRY PROCEDURES (COPYFLOW VOLUMES ONLY)

Data integrity is essential. Kofile's goal is to provide consistently keyed fields. This will improve document retrieval and build a dependable, searchable database for Williamson County's staff and patrons.

Kofile performs key entry at least twice for every field. Following the initial field key entry, the record displays to a second technician. This individual also keys the field (termed a

"blind re-key"). The software compares the entries. If they do not match, the record is sent to a supervisor.

This supervisor identifies the problem with the field entry and determines if it is a one-time keying error or a prevailing issue. The supervisor decides if a new keying standard is needed. The record is then sent to another technician and keyed again. **With this methodology, each field is blind-keyed three times.**

In Kofile's quality control procedures (QC), managers and supervisors internally research and answer questions about any problematic process. If the Williamson County District Clerk's Office is required to provide input, Kofile will contact the District Clerk for a clarification and/or decision. Client involvement demonstrates our pride in building successful professional relationships with our clients.

ARCHIVAL MICROFILM (OPTIONAL)

In March 2011, our parent company acquired the Micrographics Division of Eastman KODAK (now Eastman Park Micrographics or EPM). With Kofile, Williamson County has access to the world's foremost microfilm experts, leaders, technology, and machines. All microfilming procedures are archival quality and produced according to ANSI Standards. Books (typescript, manuscript, and negative Photostat) are captured on 16 mm microfilm.

V. PROPOSAL PRICING

PROJECT OVERVIEW AND TERMS & CONDITIONS

This project is priced according to Kofile Technologies, Inc.'s (Kofile) GSA Schedule 70 Contract Number: GS-35F-275AA. Please note this contract number on any resulting purchase orders. Please note that all pricing is valid for 90 days.

WILLIAMSON COUNTY DISTRICT CLERK PROJECT OVERVIEW						
RECORD SERIES TITLE	QTY.	APPROX. PAGES	FORMAT	OPTION A *Services I & II*	OPTION B *Services I, II, & III*	OPTION C *Services I, II, III, & IV*
Civil & Criminal Minutes & Indexes District Court	67 *vols.*	35,156	M/T	$21,862.84	$21,862.84	$23,620.64
	80 *vols.*	66,512	CF	$31,260.64	$31,260.64 $1.28/Document	$34,586.24 $1.28/Document
Shuck Case Files	64 *drawers*	76,800	TF	$104,457.60	$104,457.60	$108,326.40
			TOTAL	$157,581.08	$157,581.08 ($1.28/Document)	$166,533.28 ($1.28/Document)

I. PREPARATION FOR IMAGE CAPTURE & RE-HOUSING (TRI-FOLD ONLY)

- Remove fasteners, such as clips & brads.
- Surface clean sheets to remove deposits.
- Flatten & humidify sheets, as needed.
- Retain shuck envelope to image & re-house with cases.
- Return in acid-free folders & corrugated archival boxes.

OVERVIEW OF SERVICES	OPTION	TRIFOLD	M/T	CF
PREP & RE-HOUSING	DISASSEMBLE	✓		
	SURFACE CLEAN	✓		
	HUMIDIFY/ FLATTEN	✓		
	FOLDER/BOX	✓		
	IMAGE PROCESSING	✓	✓	✓
	IMAGE CAPTURE	✓	✓	✓
	INDEX			Options B & C
	MICROFILM	Option C	Option C	Option C

II. ARCHIVAL IMAGING (ALL RECORDS)

- Capture at a minimum of 300 dpi at 256 gray levels.
- Images accumulate as Group IV bi-tonal images as a standard multi-page TIFF or PDF.
- Custom image clean up & zonal enhancements (deskew, despeckle, & character repair).
- Annotations (Book, Volume, and Page) are electronically added to each image.
- Each image is certified & sight-verified during QC.
- Provide a MASTER via CD, DVD, or hard drive, plus one additional COPY.
- Disaster recovery electronic off-site backup for images & metadata.

III. ARCHIVAL INDEXING (COPYFLOW ONLY)

- Key & blind re-key verify documents.
- Fields to include, as applicable, Case Type, Case No., First Plaintiff & Defendant, and File Date.

IV. ARCHIVAL MICROFILM (OPTIONAL FOR ALL RECORDS)

- Create security backups on 16 mm archival microfilm.

COUNTY ACCEPTANCE

- Without a signed Agreement, prices are good for 90 days. Upon approval, pricing remains firm for the contract term.
- Pricing is based on a Good Faith Estimate of page and image counts. Billing will occur on actual counts based upon agreed upon unit pricing; not to exceed the P.O. with written authorization from the County.

PURCHASING VEHICLE:

☑ GSA Schedule 70 Contract No. GS-35F-275AA

☐ Other: _____

PROJECT SELECTION:

☐ OPTION A ☐ OPTION C

☑ OPTION B

Lisa Daniel — *Signature of Authorized County Representative*

District Clerk — *Title*

12-22-17 — *Date*

GSA SCHEDULE 70 CONTRACT COOPERATIVE PURCHASING

Kofile has a federal cooperative purchasing (CO-OP) contract that extends to state and local government. This is GSA Schedule 70 Contract No. GS-35F-275AA. Williamson County is eligible for to purchase from this contract.

Our Schedule 70 CO-OP Contract presents professional information technology labor categories for data conversion & records management services. Other information pulled from GSA literature that may be helpful includes:

- *The Group 70 contract is available for Cooperative Purchasing with state and local governments at any time, for any reason, using any funds available.*
- *It is entirely voluntary.*
- *The eligible vendors are knowledgeable about Cooperative Purchasing. Vendors are prepared to be a GSA customer's primary point of contact. Furthermore, customers are free to enter into a Cooperative Purchasing agreement with any Schedule vendor without involving GSA.*

To purchase from GSA, you only need follow Williamson County's applicable purchasing requirements. When a Purchase Order is issued, it must reference Kofile's **GSA Contract Number GS-35F-275AA**. Kofile is responsible for reporting the sale to GSA and there is a 0.75% fee built in the client's quote for the order.

The total prices on Page 13 are billed as GSA line items. GSA line items are billed per hourly charges and include the following:

PART NO.	ITEM	UNIT PRICE	QUANTITY	TOTAL PRICE
OPTION A				
TCS005	Graphic Artist I	$65.00 /Hour	534.632	$34,751.08
TCS006	Graphic Artist II	$75.00 /Hour	534	$40,050.00
TCS007	Information Assurance Engineer I	$65.00 /Hour	534	$34,710.00
TCS008	Information Assurance Engineer II	$75.00 /Hour	534	$40,050.00
TCS010	Project Manager	$180.00 /Hour	40	$7,200.00
TCS011	Software Programmer	$205.00 /Hour	4	$820.00
OPTION B				
TCS003	Certified Digital Imaging Architect*	$174.00/Hour	TBD	TBD
TCS005	Graphic Artist I	$65.00 /Hour	534.632	$34,751.08
TCS006	Graphic Artist II	$75.00 /Hour	534	$40,050.00
TCS007	Information Assurance Engineer I	$65.00 /Hour	534	$34,710.00
TCS008	Information Assurance Engineer II	$75.00 /Hour	534	$40,050.00
TCS010	Project Manager	$180.00 /Hour	40	$7,200.00
TCS011	Software Programmer	$205.00 /Hour	4	$820.00
OPTION C				
TCS003	Certified Digital Imaging Architect*	$174.00/Hour	TBD	TBD
TCS005	Graphic Artist I	$65.00 /Hour	596.2812	$38,758.28
TCS006	Graphic Artist II	$75.00 /Hour	590	$44,250.00
TCS007	Information Assurance Engineer I	$65.00 /Hour	590	$38,350.00
TCS008	Information Assurance Engineer II	$75.00 /Hour	590	$44,250.00
TCS010	Project Manager	$180.00 /Hour	40	$7,200.00
TCS011	Software Programmer	$205.00 /Hour	4	$820.00

**CopyFlow indexing will be priced per document. GSA billing requires the per document price to be converted to an hourly charge. No change in the total amount will occur as a result of this conversion.*

PROJECT INVENTORY

KEY (Sheet) Format & Notes

M	Manuscript (handwritten)	TF	Tri-Fold	TS	Tape Strips
T	Typescript	CF	CopyFlow	OS	Oversize
BD	Bound	LL	Loose Leaf		

PROJECT INVENTORY & ITEMIZED PRICING

VOLUMES

RECORDS SERIES TITLE	VOLUME	DATE	IMAGES	FORMAT	CONDITION	NOTES
Criminal Docket			160	M	Poor	
Minutes District Court	No. 1	1848-1857	636	M	Poor	
Minutes District Court	Vol. 1	1848-1853	520	M	Poor	
Criminal Minutes District Court	1		476	M	Poor	
Criminal Minutes District Court	2	1882-1885	400	M	Poor	
Criminal Minutes District Court	No. 3		476	M	Poor	
Criminal Minutes District Court	No. 4	1893-1899	468	M	Poor	
Criminal Minutes District Court	4	1888-1893	656	M	Poor	
Criminal Minutes District Court	5	1900-1909	630	M	Poor	
Criminal Minutes District Court	6	1910-1913	158	M	Poor	
Criminal Minutes District Court	8	1924-1933	640	T	Fair	
Criminal Minutes District Court	9	1934-1949	640	T	Fair	TS
Criminal Minutes District Court	10	1949-1958	640	T	Fair	TS
Criminal Minutes District Court	11	1958-1963	640	T	Fair	TS
Criminal Minutes District Court	12	1963-1969	640	T	Fair	
Criminal Minutes District Court	13	1969-1973	604	T	Fair	
Criminal Minutes District Court	14	1974-1976	472	T	Fair	
Criminal Minutes District Court	15		864	CF	Fair	
Criminal Minutes District Court	16		799	CF	Fair	
Criminal Minutes District Court	17		451	CF	Fair	
Criminal Minutes District Court	18		471	CF	Fair	
Criminal Minutes District Court	19		386	CF	Fair	
Criminal Minutes District Court	20		260	CF	Fair	
Criminal Minutes District Court	21		860	CF	Fair	

PROJECT INVENTORY & ITEMIZED PRICING

VOLUMES

RECORDS SERIES TITLE	VOLUME	DATE	IMAGES	FORMAT	CONDITION	NOTES
Criminal Minutes District Court	22		860	CF	Fair	
Criminal Minutes District Court	23		860	CF	Fair	
Criminal Minutes District Court	24		860	CF	Fair	
Criminal Minutes District Court	25		860	CF	Fair	
Criminal Minutes District Court	26		860	CF	Fair	
Criminal Minutes District Court	27		860	CF	Fair	
Criminal Minutes District Court	28		860	CF	Fair	
Criminal Minutes District Court	29		860	CF	Fair	
Criminal Minutes District Court	30		860	CF	Fair	
Criminal Minutes District Court	31		860	CF	Fair	
Criminal Minutes District Court	32		860	CF	Fair	
Criminal Minutes District Court	33		860	CF	Fair	
Criminal Minutes District Court	34		860	CF	Fair	
Criminal Minutes District Court	35		860	CF	Fair	
Criminal Minutes District Court	36		860	CF	Fair	
Criminal Minutes District Court	37		900	CF	Fair	
Criminal Minutes District Court	38		900	CF	Fair	
Criminal Minutes District Court	39		900	CF	Fair	
Criminal Minutes District Court	40		900	CF	Fair	
Criminal Minutes District Court	41		900	CF	Fair	
Criminal Minutes District Court	42		900	CF	Fair	
Criminal Minutes District Court	43		900	CF	Fair	
Criminal Minutes District Court	44		900	CF	Fair	
Criminal Minutes District Court	45		900	CF	Fair	
Criminal Minutes District Court	46		900	CF	Fair	
Criminal Minutes District Court	47		900	CF	Fair	
Criminal Minutes District Court	48		900	CF	Fair	
Criminal Minutes District Court	49		524	CF	Fair	
Criminal Minutes Plea of Guilt		1894-1934	466	M	Poor	
Criminal Minutes Plea of Guilt	1	1931-1952	600	T	Fair	

PROJECT INVENTORY & ITEMIZED PRICING

VOLUMES

RECORDS SERIES TITLE	VOLUME	DATE	IMAGES	FORMAT	CONDITION	NOTES
Criminal Minutes Plea of Guilt	2	1929-1935	110	T	Fair	
Criminal Minutes Plea of Guilt	2	1938-1975	542	T	Fair	
Criminal Minutes Plea of Guilt	2A	1952-1956	60	T	Fair	
Criminal Minutes Probated	1	1965-1972	300	T	Fair	
Criminal Minutes Susp. Sent.	1	1914-1939	76	T	Fair	
Minutes District Court	2	1851-1859	642	M	Poor	TS
Minutes District Court	2	1857-1863	448	M	Poor	TS
Minutes District Court	3	1863-1871	632	M	Poor	TS
Civil Minutes	3	1855-1859	586	M	Poor	
Civil Minutes	4	1872-1873	598	M	Poor	
Civil Minutes	5	1873-1877	602	M	Poor	
Civil Minutes	6		580	M	Poor	
Civil Minutes	7	1882-1888	610	M	Poor	
Civil Minutes	8	1888-1892	640	M	Poor	
Civil Minutes	9	1892-1896	640	M	Poor	
Civil Minutes	10	1896-1898	640	M	Poor	
Civil Minutes	11	1899-1902	640	M	Poor	
Civil Minutes	12	1902-1905	640	M	Poor	
Civil Minutes	13	1906-1910	640	M	Poor	
Civil Minutes	14		496	T	Fair	
Civil Minutes	15		632	T	Fair	
Civil Minutes	16		640	T	Fair	
Civil Minutes	17		640	T	Fair	
Civil Minutes	18		640	T	Fair	
Civil Minutes	19		640	T	Fair	
Civil Minutes	20		640	T	Fair	
Civil Minutes	21		640	T	Fair	
Civil Minutes	22		640	T	Fair	
Civil Minutes	23		640	T	Fair	
Civil Minutes	24		640	T	Fair	

PROJECT INVENTORY & ITEMIZED PRICING

VOLUMES

RECORDS SERIES TITLE	VOLUME	DATE	IMAGES	FORMAT	CONDITION	NOTES
Civil Minutes	25		640	T	Fair	
Civil Minutes	26		640	T	Fair	
Civil Minutes	27		640	T	Fair	
Civil Minutes	28		640	T	Fair	
Civil Minutes	29		640	T	Fair	
Civil Minutes	30		640	T	Fair	
Civil Minutes	31		640	T	Fair	
Civil Minutes	32		386	T	Fair	
Civil Minutes	33		850	CF	Fair	
Civil Minutes	34		890	CF	Fair	
Civil Minutes	35		912	CF	Fair	
Civil Minutes	36		681	CF	Fair	
Civil Minutes	37		446	CF	Fair	
Civil Minutes	38		452	CF	Fair	
Civil Minutes	39		860	CF	Fair	
Civil Minutes	40		860	CF	Fair	
Civil Minutes	41		860	CF	Fair	
Civil Minutes	42		860	CF	Fair	
Civil Minutes	43		860	CF	Fair	
Civil Minutes	44		860	CF	Fair	
Civil Minutes	45		860	CF	Fair	
Civil Minutes	46		860	CF	Fair	
Civil Minutes	47		860	CF	Fair	
Civil Minutes	48		860	CF	Fair	
Civil Minutes	49		860	CF	Fair	
Civil Minutes	50		860	CF	Fair	
Civil Minutes	51		860	CF	Fair	
Civil Minutes	52		860	CF	Fair	
Civil Minutes	53		860	CF	Fair	
Civil Minutes	54		860	CF	Fair	

PROJECT INVENTORY & ITEMIZED PRICING

VOLUMES

RECORDS SERIES TITLE	VOLUME	DATE	IMAGES	FORMAT	CONDITION	NOTES
Civil Minutes	55		860	CF	Fair	
Civil Minutes	56		860	CF	Fair	
Civil Minutes	57		860	CF	Fair	
Civil Minutes	58		860	CF	Fair	
Civil Minutes	59		900	CF	Fair	
Civil Minutes	60		900	CF	Fair	
Civil Minutes	61		900	CF	Fair	
Civil Minutes	62		900	CF	Fair	
Civil Minutes	63		900	CF	Fair	
Civil Minutes	64		900	CF	Fair	
Civil Minutes	65		900	CF	Fair	
Civil Minutes	66		900	CF	Fair	
Civil Minutes	67		900	CF	Fair	
Civil Minutes	68		900	CF	Fair	
Civil Minutes	69		900	CF	Fair	
Civil Minutes	70		900	CF	Fair	
Civil Minutes	71		900	CF	Fair	
Civil Minutes	72		900	CF	Fair	
Civil Minutes	73		900	CF	Fair	
Civil Minutes	74		900	CF	Fair	
Civil Minutes	75		900	CF	Fair	
Civil Minutes	76		900	CF	Fair	
Civil Minutes	77		566	CF	Fair	
Civil Minutes Tax Judgment	11		624	T	Fair	
Civil Minutes Tax Judgment	12		136	T	Fair	
Civil Minutes Tax Judgment	13		162	T	Fair	
Index to Criminal Minutes	1	1848-1975	250	M-BD	Poor	OS/TS/44 lines/Heavy tape
Index to Criminal Minutes	2	1975-1991	294	M-LL	Fair	44 lines
Index to Minutes Dist. Court	1	1848-1920	394	M-BD	Poor	44 lines/heavy tape
Index to Minutes Dist. Court	2	1920-1956	282	M-LL	Poor	TS/50 lines/Heavy tape

PROJECT INVENTORY & ITEMIZED PRICING

VOLUMES

RECORDS SERIES TITLE	VOLUME	DATE	IMAGES	FORMAT	CONDITION	NOTES
Index to Civil Minutes	3	1957-1983	504	M-LL	Fair	50 Lines
Index to Civil Minutes	4	1983-1988	520	M-LL	Fair	50 Lines
Index to Civil Minutes	5	1988-	688	M-LL	Fair	50 Lines

CASE FILES

RECORDS SERIES TITLE	CASE NO.	IMAGES	FORMAT	CONDITION	NOTES
Civil Cases	1-55	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	56-165	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	166-185	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	186-242	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	243-268	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	269-285	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	286	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	286-300	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	301-355	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	356-382	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	383-388	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	389-431	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	432-452	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	453-489	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	490-539	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	540-576	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	577-620	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	621-696	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	697-747	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	748-768	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	769-807	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	808-863	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	863-905	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	906-949	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	950-959	1,200	M/TF	Poor	12" TF shuck drawer

PROJECT INVENTORY & ITEMIZED PRICING

CASE FILES

RECORDS SERIES TITLE	CASE NO.	IMAGES	FORMAT	CONDITION	NOTES
Civil Cases	960-989	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	990-1025	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1026-1050	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1051-1100	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1101-1163	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1164-1249	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1250-1294	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1295-1359	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1360-1405	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1406-1450	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1451-1491	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1492-1544	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1545-1568	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1569-1599	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1600-1619	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1620-1656	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1657-1757	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1758-1768	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1769-1799	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1800-1818	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1819-1836	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1837-1861	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1862-1891	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1892-1901	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1902-1918	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1919-1935	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1936-1962	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1963-1994	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	1995-2021	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	2022-2039	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	2040-2059	1,200	M/TF	Poor	12" TF shuck drawer

PROJECT INVENTORY & ITEMIZED PRICING

CASE FILES

RECORDS SERIES TITLE	CASE NO.	IMAGES	FORMAT	CONDITION	NOTES
Civil Cases	2060-2077	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	2078-2110	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	2111-2134	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	2135-2145	1,200	M/TF	Poor	12" TF shuck drawer
Civil Cases	2146-2172	1,200	M/TF	Poor	12" TF shuck drawer
Allison Money vs. W.P. Young	10847	1,200	M/TF	Poor	12" TF shuck drawer
On Appeal - Civil Cases	K	1,200	M/TF	Poor	12" TF shuck drawer
On Appeal - Civil Cases	W..X..Y..	1,200	M/TF	Poor	12" TF shuck drawer

VI. KEY PERSONNEL

The Account Manager, Miriam Gray, handles all communication with the District Clerk's Office. She ensures the project is completed on schedule and to the client's satisfaction. The Account Manager is responsible for project supervision and is available to meet periodically via phone or in person for project coordination and progress updates.

Pioneers in micrographics, imaging, re-creation, and data entry solutions for government records manage Kofile's projects. Projects often continue in multiple phases over many years and administrations. Kofile's services combine an experienced imaging team, technology competence, and software development.

BO BOWMAN, IMAGING GROUP

Bowman manages the high volume production facilities at Kofile. Bo has over 25 years of experience in the document management industry in imaging technology, including new and legacy platforms and software and leading edge technologies. Bowman has managed state, county and city government projects for over 15 years. Bowman's technical background in county and state experience gives him a unique view into how our clients use government records.

MANDY WIGGINS

Wiggins manages the relationship between the imaging and indexing production groups. She has been at the forefront of software operation and implementation for over nine years serving as an expert in document imaging and troubleshooting database issues. Wiggins's has spent most of her career coordinating business objectives with client expectations. Her technical background and proficiency in customer service provide county clients and their customers with a unique, client-focused approach to enhancing the ease of using government records.

CHRIS MAROTTI, CONSERVATOR

Marotti has a lifetime of experience in conservation and preservation practices. From a young age, he apprenticed in his father's conservation laboratory. He performs preservation and condition assessment surveys. His input is invaluable, and his is readily available to customers to records collection challenges. Marotti has worked as a consultant for large municipalities concerning vault equipment and preservation/conservation approaches and practices. He has an exceptional knowledge of municipal markets, business practices, and conservation/ preservation practices.

Commissioners Court - Regular Session **44.**

Meeting Date: 01/16/2018

Approve Supplemental Agreement Number 2 SOTC

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Supplemental Agreement No. 2 to Agreement for A/E Services for the Williamson County Sheriff's Office Training Center Project between Williamson County and Brinkley Sargent Wiginton Architects and authorizing execution of the agreement.

Background

Supplemental Agreement No. 2 is for additional services for Sheriff-directed modifications to the existing plan for the SOTC. The amount of the agreement is $18,880.00 to be funded from P323 under the Architect's original contract which included an approval for up to $300,000.00 in additional services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Agreement

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/10/2018 11:38 AM
County Judge Exec Asst.	Wendy Coco	01/10/2018 02:58 PM
Form Started By: Thomas Skiles		Started On: 01/10/2018 08:43 AM
Final Approval Date: 01/10/2018		

SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

WILLIAMSON COUNTY SHERIFF'S OFFICE
TRAINING CENTER PROJECT ("Project")

This Supplemental Agreement No. 2 to Agreement for Architectural and Engineering Services ("Supplemental Agreement No. 2") is by and between Brinkley Sargent Wiginton Architects, Inc. (the "A/E") and Williamson County, Texas, a political subdivision of the State of Texas, (the "County").

RECITALS

WHEREAS, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the "Agreement"), in November of 2015, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County Sheriff's Office Training Center Project ("Project");

WHEREAS, following execution of the Agreement the parties executed a Supplemental No. 1 to the Agreement for purposes of adding additional services relating to the addition of a screen wall at the outdoor firing range of the Project;

WHEREAS, County has now determined a need to add air conditioning to parking bays to semi-temper space of the Project, which will require additional professional architectural and engineering services that were not included in the original Basic Services of the Agreement;

WHEREAS, Section III of the Agreement requires the parties to execute a contract modification for the performance of Additional Services not specifically described as Basic Services in the Agreement;

WHEREAS, this Supplemental Agreement No. 2 provides a description of the scope of Additional Services that are necessary, as well as the Additional Services compensation for A/E's professional services; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the Agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the A/E agree that the Agreement is supplemented, amended and modified as follows:

I. Scope of Additional Services

A/E hereby agrees to provide the Additional Services set forth in Exhibit "A", Scope of Additional Services, which is attached hereto and incorporated herein by reference.

II. Additional Services Compensation

A/E will perform the Additional Services set out in Exhibit "A" for the not-to-exceed amount of **$18,880.00**.

III. Schedule

A/E will commence performance of the Additional Services immediately upon receipt of County's notice to proceed and shall perform the Additional Services in accordance with like services for the schedules set out in the Agreement.

IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 2

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 2, in duplicate, to be effective as of the date of the last party's execution below.

A/E:	**COUNTY:**
Brinkley Sargent Wiginton Architects, Inc.	**Williamson County, Texas**
By: _____	By: _____
Printed Name: DENNY BOLES	Printed Name: _____
Title: SENIOR PRINCIPAL	Title: _____
Date: JANUARY 5, 2018	Date: _____ ____, 20____

Exhibit "A"
Scope of Additional Services

A/E will provide the following Additional Services:

- Oversee the design and coordination of adding air conditioning to parking bays to semi-temper space of the Project;
- FF&E modifications and consultant coordination;
- Data/Power modifications and consultant coordination;
- Door modifications; and
- AV modifications and consultant coordination.

November 29, 2017

Bob Lubecker
Project Manager
Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

Re: *Williamson County Sheriff's Office Training Center (WSOTC)*
Additional Services for Sheriff Directed Modifications

Dear Mr. Lubecker:

Enclosed is a summary regarding the Additional Services for the modifications directed by the Sheriff's Department. These items include, but not limited to:

- FF&E modifications and consultant coordination
- Data/Power modifications and consultant coordination
- Door modifications
- AV modifications and consultant coordination
- Interior finish modifications

Brinkley Sargent Wiginton Architects (BSW) Additional Services

• Senior Principal ($287/hour)		
$287/hour x 20 hours =		$ 5,740
• Project Architect ($207/hour)		
$207/hour x 40 hours =		$ 8,280
• CA ($143/hour)		
$143/hour x 20 hours =		$ 2,860
	Sub-Total	$16,880
Hendrix Consulting Engineers		
- Refer to Exhibit A		$ 2,000
	Total	**$18,880**

If you have any questions or need additional information contact me.

Sincerely,

Denny Boles, AIA LEED AP
Senior Principal

MEP/ENERGY CONSULTANTS

HENDRIX CONSULTING ENGINEERS

COMMISSIONING • FIELD INVESTIGATIONS

115 East Main Street **Round Rock, Texas 78664**

PH: (512) 218-0060 **FAX: (512) 218-0077**

EXHIBIT A

November 29, 2017

Brinkley Sargent Wiginton Architects, Inc.
611 South Congress, Ste. 225
Austin, Texas 78704

ATTN: Denny Bohls

RE: WILCO Sheriff's Office Training Center – Additional Services

Scope: The following fee is for requested additions and changes to the project.

1. Fee for addition of Air Conditioning to parking bays to semi-temper space per Sheriff's request. Per contract, fee will be billed hourly.

   MEP fee - **$2000**

These are the current hourly rates for Hendrix Consulting Engineers.

ENGINEERING SERVICES	RATE
PRINCIPAL	$220.00
SR. ENGINEER	$185.00
ENGINEER (P.E.)	$160.00
ENGINEER (EIT)	$150.00
PROJECT MANAGER	$150.00
SR. DESIGNER	$120.00
COMPUTER AIDED DESIGNER	$ 90.00
DESIGNER I	$ 80.00
ADMINISTRATIVE/CLERICAL	$ 70.00

If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company's request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner. We will then execute the agreement and send you a signed copy.

Your business is appreciated.

BSW HCE

BY: _____ BY: _____

DATE: _____ DATE: _____

Commissioners Court - Regular Session **45.**

Meeting Date: 01/16/2018

Approving Superion Add On Quote For Purvis Interface

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Add-On Quote from Superion for the implementation of the Purvis Interface in the testing and training environment between Superion Data Systems, Inc. and Williamson County and authorizing execution of the agreement.

Background

This add-on quote is for professional services including installation, configuration and project management. Total amount of this add-on is $3,440.00 to be funded from General Fund 01.0100.0581.005740.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/10/2018 11:38 AM
County Judge Exec Asst.	Wendy Coco	01/10/2018 02:58 PM
Form Started By: Thomas Skiles		Started On: 01/10/2018 09:52 AM
Final Approval Date: 01/10/2018		

Add-On Quote

Quote Number: Q-00000953 **Valid Until: 02/04/18**

Quote Prepared For:
Janessa Stephens, Systems Administrator
Williamson County
301 SE Inner Loop Rd, Suite 105
GEORGETOWN,TX,78626
512-943-1175

Quote Prepared By:
Brian Rennie, Client Success Executive III
Superion
4000 OSSI Court
High Point, NC 27265
Phone: 336-878-1287 Fax: (407) 304-1272
brian.rennie@superion.com

Date: 11/17/17

Thank you for your interest in Superion and our software and services solutions. Please review the below quote and feel free to contact Brian Rennie with any questions.

Professional Services
Installation & Configuration

Product Name	Amount
ONESolution All Other Installation PS	$2,800.00
Total	**$2,800.00**

Project Management

Product Name	Amount
ONESolution All Other Project Management PS	$640.00
Total	**$640.00**
Total Professional Services	**$3,440.00**

Summary

Product/Service	Amount
Professional Services	$3,440.00
Subtotal	**$3,440.00**

Total	**$3,440.00**

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:
License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by Superion in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

Superion Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which Superion is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time Superion receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Additional Terms:
This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the “Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Any software applications listed above which are solely owned by Superion are "Component Systems" under the provisions of the Contract and Agreement. Before signing this Quote, please contact your Account manager if you are not certain which software applications are owned by Superion

Any hardware or other third party products and services listed above, including third party software, are "Pay Agency Products" under the provisions of the Contract and Agreement.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

Customer Facing Notes:
Implement the Purvis interface in the training and test environment. Any estimated travel and living is not included in quote total.

Janessa Stephens, Systems Administrator
Williamson County

Authorized Signature: _____ **Printed Name**: _____

Date: _____

Additional Information Section
Product Notes:

Commissioners Court - Regular Session **46.**

Meeting Date: 01/16/2018

Kofile for CC

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of historical document preservation in the amount of $66,543.00 from Kofile Technology per Interlocal Agreement between Brazoria County, Texas and Williamson County to support the operation of the County Clerk's Office.

Background

This purchase is to preserve historical documents for the Williamson County Clerk's Office. Funding for this project was is coming out of the Rcds Archive Fund. Please see attached paperwork.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Agreement

CC Quote

Archive plan

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/11/2018 10:08 AM
County Judge Exec Asst.	Wendy Coco	01/11/2018 10:28 AM
Form Started By: Jayme Jasso		Started On: 01/11/2018 08:24 AM
Final Approval Date: 01/11/2018		

INTERLOCAL AGREEMENT
BETWEEN COUNTY OF BRAZORIA AND WILLIAMSON COUNTY

This agreement is made this 25 day of March 2008 between the County of Brazoria, Texas and Williamson County.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act", Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the promises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Section 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this contract.

I.

Each party hereby makes, constitutes and appoints the other party its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Each party will maintain a listing of Annual Contracts which are available for the other party's use. To utilize one or more of these contracts, each party must request authorization, in writing, to the other party. Upon receipt of request, the receiving party will forward a copy of the appropriate Annual Contract to the requesting entity. Each party agrees that the other party shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by the other party according to its usual bidding procedures and in accordance with applicable State statutes.

II.

Each party agrees that all specifications for selected items shall be as determined by the other party.

III.

Each party agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill each party directly for all items purchased and each party shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Dan A. Gattis (name), County Judge (title), is hereby designated as the official representative to act for Williamson County in all matters relating to this agreement.

V.

Joe King, County Judge, is hereby designated as the official representative to act for the County of Brazoria, Texas in all matters relating to this agreement.

VI.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

BRAZORIA COUNTY
111 E. Locust Street
Angleton, TX 77515

BY: _____ (Signature)

NAME: E.J. "Joe" King
TITLE: County Judge

DATE 4-2-08

Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

BY: _____ (Signature)

NAME: Dan A. Gattis
TITLE: County Judge

DATE 4-29-08

ORDER NO. 47 RE: PERMISSION TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY AND WILLIAMSON COUNTY

Motion by Commissioner Rhodenbaugh, seconded by Commissioner Harris that upon recommendation of the County Purchasing Agent, Brazoria County enter into an Interlocal Agreement between with Williamson County pursuant to the authority granted in the provisions of the "Texas Interlocal Cooperation Act", Government Code, Chapter 791, providing for the cooperation between local government bodies. This agreement will allow either party the ability to utilize the Contracts of the other party.

Further, that the County Judge be authorized to sign said agreement on behalf of Brazoria County.

Further, that a certified copy of this order be sent to the County Purchasing Agent.

Motion carried, all present voting aye.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

I, Joyce Hudman, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Brazoria County, Texas, do hereby certify that the foregoing is a true and correct copy of that certain:

ORDER NO. 47 RE: PERMISSION TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY AND WILLIAMSON COUNTY

as passed by the Commissioners' Court on the 25TH day of MARCH, A.D., 2008, SPECIAL Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Brazoria County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd DAY OF APRIL A. D., 2008

JOYCE HUDMAN, Clerk County Court
and Ex-Officio Member of the Commissioners' Court of Brazoria County, Texas

By: _____
S. Moore, Deputy

ORDER NO. 65 RE: PERMISSION TO AWARD RFP #08-40 REPAIR AND RESTORATION OF HISTORICAL BOOKS FOR THE COUNTY CLERK'S DEPARTMENT

Motion by Commissioner Harris, seconded by Commissioner Sebesta that upon recommendation of the evaluation committee, Commissioners' Court grant permission to award RFP #08-40 Repair and Restoration of Historical Books for the County Clerk's Department to Brown's River Bindery, Inc., dba Brown's River Records Preservation Services of Essex, Vermont who submitted the best proposal as evaluated by the evaluation committee.

The cost for the project is two hundred and nineteen thousand and forty four dollars ($219,044.00).

Further, that the County Judge be authorized to sign said Agreement on behalf of Brazoria County.

Further, that a certified copy of this order be sent to the County Purchasing Agent.

Motion carried, Judge King, Commissioner Payne, Commissioner Sebesta and Commissioner Harris all voting aye. Commissioner Rhodenbaugh stepped out of this meeting before this order had been passed.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

I, Joyce Hudman, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Brazoria County, Texas, do hereby certify that the foregoing is a true and correct copy of that certain:

ORDER NO. 65 RE: PERMISSION TO AWARD RFP #08-40 REPAIR AND RESTORATION OF HISTORICAL BOOKS FOR THE COUNTY CLERK'S DEPARTMENT

as passed by the Commissioners' Court on the 25TH day of MARCH, A.D., 2008, SPECIAL Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Brazoria County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd DAY OF APRIL A. D., 2008

JOYCE HUDMAN, Clerk County Court
and Ex-Officio Member of the Commissioners' Court of Brazoria County, Texas

By: S Moore
S. Moore, Deputy

KOFILE TECHNOLOGIES

April 12, 2017

Honorable Nancy E. Rister
Williamson County Clerk
Williamson County Justice Center
405 Martin Luther King St.
Georgetown, Texas 78626-4901

RE: Preservation of Volumes and Loose Documents

Dear Hon. Nancy E. Rister,

This quote addresses the preservation of 25 volumes and one bag of loose documents for the Williamson County Clerk's Office. All services will be completed by Kofile Technologies, Inc. (Kofile). All pricing is based on Good Faith Estimates of page counts and is good for 90 days from the date of this quote.

PROJECT UNDERSTANDING

Kofile Preservation, Inc. now known as Kofile Technologies, Inc. (Kofile) is uniquely qualified to address the long-term management, preservation, digital access, and storage of any permanent retention records and active records. Preservation insures the survival of **source originals** for the application of future technologies.

Our staff is trained in paper conservation methods developed specifically for books and documents used by County, Municipal, and other government offices. Kofile Technologies employs over 60 conservation technicians, many have 10-30 years of experience.

Without proper care, irreplaceable records may be lost. The ravages of time, acidic papers, acidic inks, usage, temperature, humidity, UV light, improper storage, and unforeseen disaster threaten their existence.

Preservation will minimize chemical and physical deterioration, and prevent the loss of text. It will prolong the existence and useful life of the item. Preservation can incorporate any combination of conservation, treatment, stabilization, preventative care, or digitization - or any maintenance or repair of the existing resource to protect or stabilize it from further deterioration.

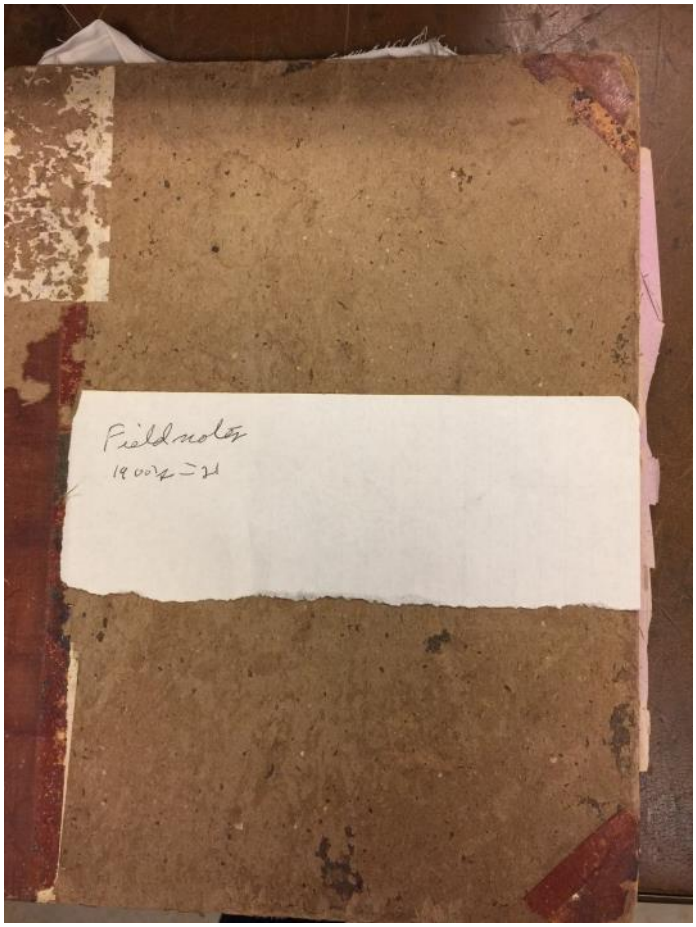


A historical volume from Titus County, Texas, before and after service.

6300 CEDAR SPRINGS ROAD, DALLAS, TEXAS 75235
P: 214/ 351.4800 F: 214/ 442.6669 WWW.KOFILE.US

CONDITION ASSESSMENT

This collection of is in fair to critically poor condition. Many of the volumes contain pages that have extensive ink transfer and are extremely fragmented, brittle, and yellowing.



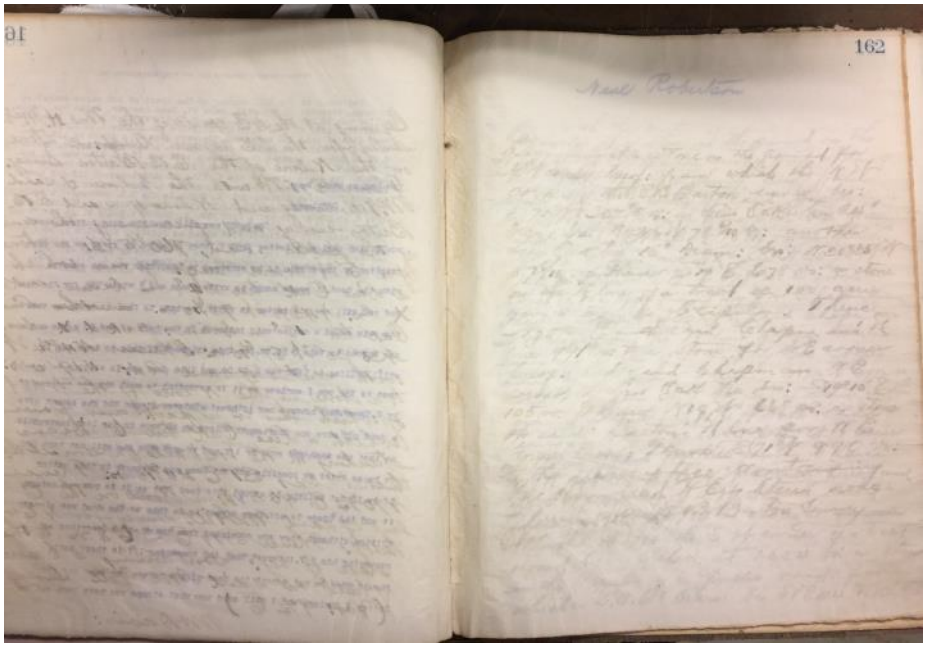
Photographic documentation and additional areas of concern of these volumes continue on the following pages.

Mechanical Damage (Use & Abuse)

Everyday use greatly effects collections. Sheets bear signs of grime and the natural oils of hands. Exposed sheets are susceptible to damage and loss. Dirt and other pollutants can serve as ignition sources and weaken exposed paper. Even with careful use, exposed fragments become abused.

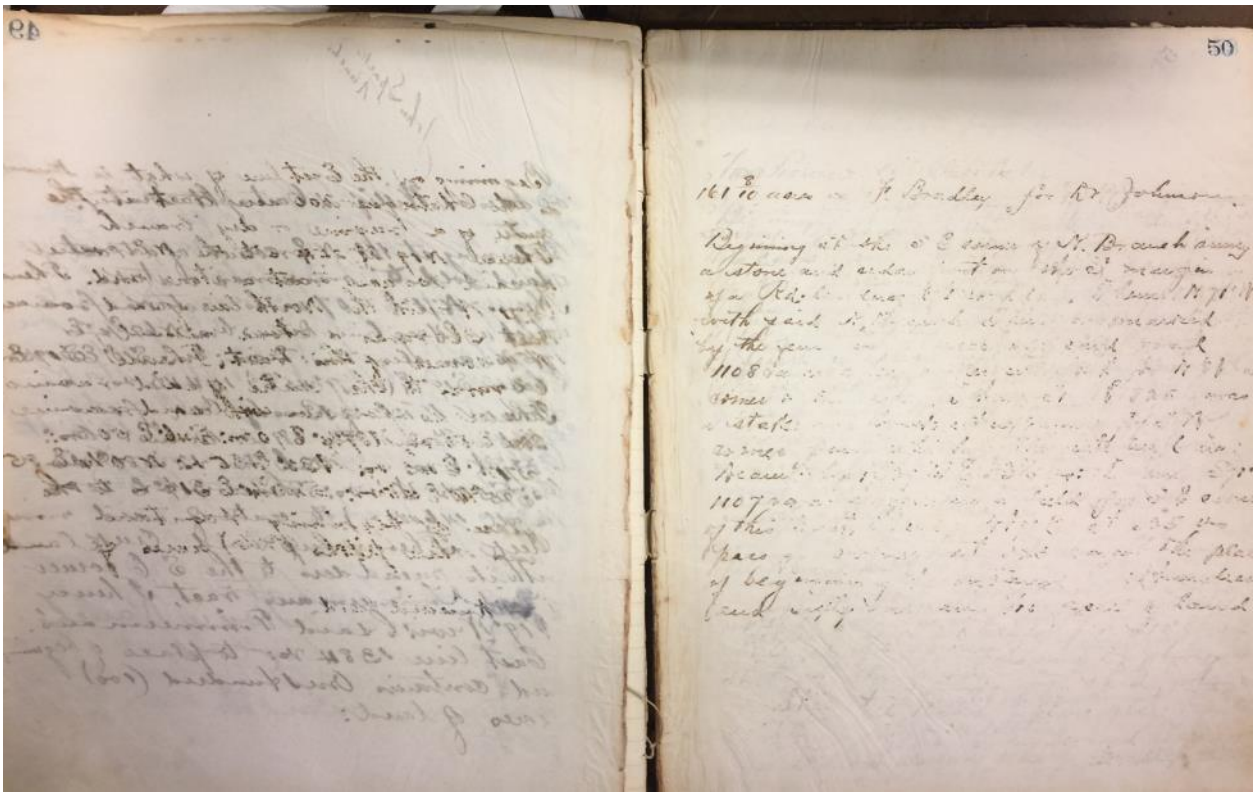
Acidic Ink

Acidic inks can "eat" or "burn" through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks can also fade with exposure to UV light. Historically, iron gall inks were the standard. These inks contain sulfuric acid—which fades with time. With proper treatments, chemical breakdowns (such as acid hydrolysis) are remedied.



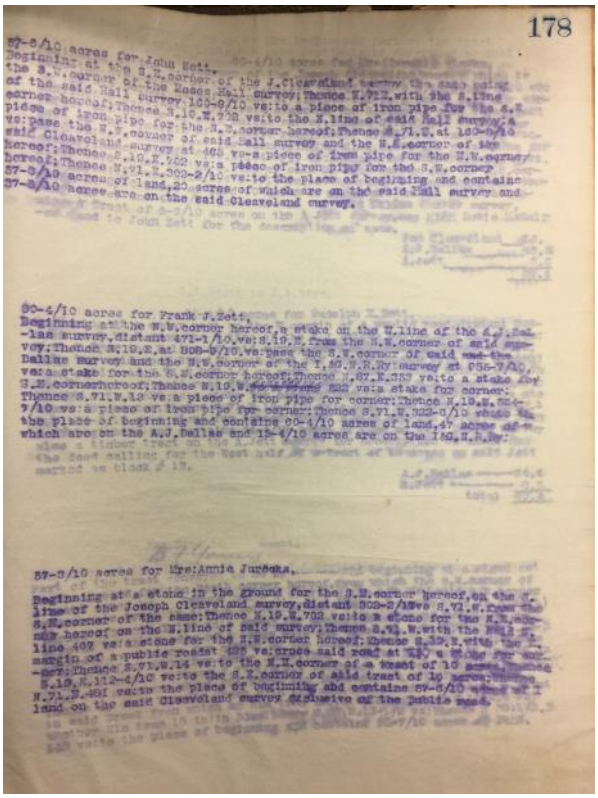
Acidic Paper

Past papermaking utilized bleach to obtain white sheets. As a result, this paper becomes increasingly acidic— as evident by embrittlement and yellowish-brown discoloring. Paper also brittles when relative humidity fluctuates.



Broken Book Block

Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. With exposure, fragments are abused and susceptible to loss.



Binding Margin

Sometimes a book contains sheets in which the writing continues into the binding margin. To rebind and protect these sheets, encapsulation, not punching, is the only solution. This is also true of books that previous vendors have guillotined.

Guillotining

Always question vendors if they recommend power cutters to dismantle sewn books. Kofile never attempts any procedure potentially resulting in a loss of text or weakening of document integrity. For these purposes, we do not endorse or practice guillotining. A sheet's binding margin should never be compromised.

Non-Archival Quality Materials



The off gasses of deteriorating metal or rust contribute to the chemical breakdown of historic volumes and documents. Major culprits include the metal content of book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, and staples). These off gasses eventually completely destroy the fabric of the volume. Another symptom of metal oxidation is *foxing,* or fox-like reddish and brown color stains or blotches on paper.

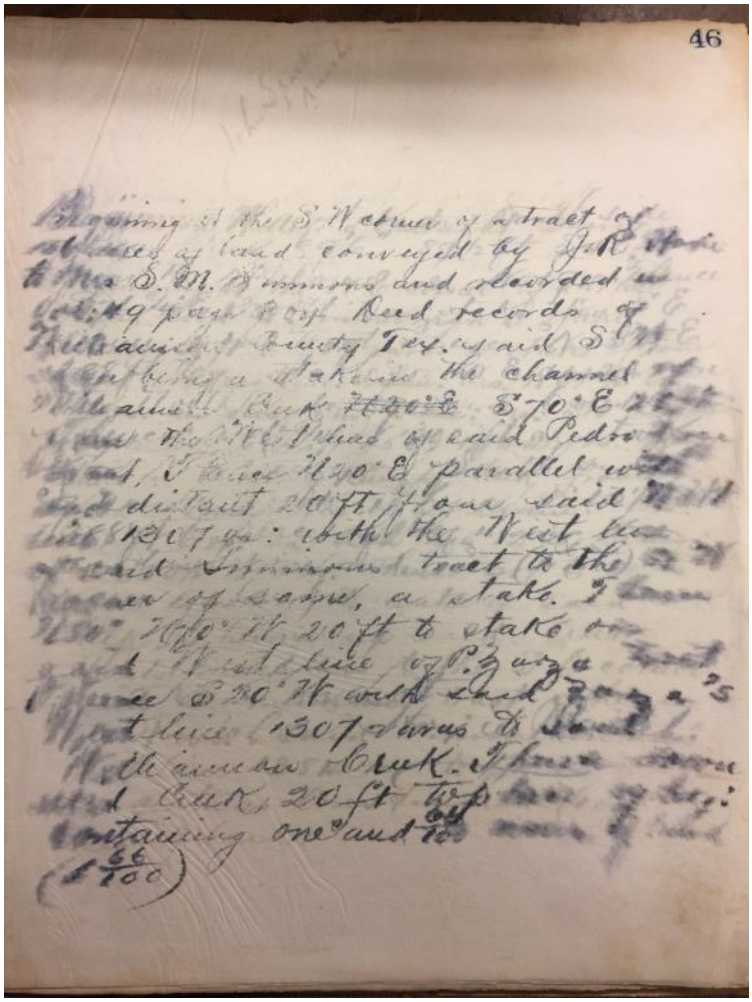
Temperature & Humidity Monitoring

While temperature and limited air circulation are crucial to a document's longevity, humidity and water are the most destructive threats.

Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%.

Temperatures above 75° F and RH higher than 60% encourage mold and other bacteria growth within 48—72 hours.

Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in a local courthouse or records facility (especially on weekends).



SCOPE OF WORK

Kofile addresses each volume individually based on its specific needs. Binding and encapsulation choices are discussed at pick-up, at the County's facility, with the authorized County staff signing off on the proposed general treatment.

Deacidification is recommended for records with either acidic inks or paper. This is confirmed by spot testing of the sheet's pH level.

If a binder's pages are fragile or torn, with a compromised binding (or broken book blocks) or compromised binding margins, then rebinding is crucial to the life of the record. Compromised binding margins (data was recorded close to the binding margin) may require encapsulation in Mylar pockets. Therefore, the pockets themselves are punched for binding in a post binder. For these records, Kofile recommends encapsulation and rebinding in Heritage Recorder binders. Otherwise, binding options are discussed at the time of pickup, and loose leaf or sewn binding identified, as well as binding cover materials. Only volumes with high fold endurance (paper strength) are recommended for sewing.

It is at Kofile that each volume is assessed page-by-page. As noted below, any special conditions are noted for treatment. A general course of treatment is outlined following:

Document Treatment

Maintain an information log for each volume noting the following:

- Condition of document upon receipt
- # pages and proper pagination, blank pages
- Presence of pressure sensitive material
- Presence of previous repairs
- Presence of staples, paper clips, brads, etc.
- Presence of acidic glues
- Identity of certificates/records (manuscript, Photostat, originally typed, etc.)
- Notation of original lettering on spine and covers
- Loose pages or attachments
- Special characteristics
- Any other information pertinent to the identification of the volume

This is the standard log used for all books and documents treated at Kofile Technologies. It records original condition, pagination, pressure sensitive repairs and other previous repairs, presence of staples, paper clips, etc, acidic glues, identity of certificates, original lettering on spine, loose pages or attachments and any other special characteristics and pertinent information. This log follows the book through the treatment process and is used in the final quality check. It is held as a permanent record of treatment.



Dismantle Bindings

Dismantle bindings completely, following accepted archival restoration guidelines. Extreme care must be taken not to cut the spine and folds of the section off the backs of the documents. Cutting or chopping is unacceptable. The text block must be well cleaned and carefully disassembled.

- Remove all original binding materials and adhesive residues.
- Remove staples, paper clips, brads, etc.
- Remove pressure sensitive tape and old glue.
- Remove any sheets that are blank on both sides.

For books to be Archival Grade Polyester encapsulated, manually separate folios into single sheets.

Surface Dry Clean

Sheets are surface cleaned to remove deposits. This includes dust, soot, airborne particulates, sedimentation, insect detritus, or even biological/mineral contaminants. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser.

Repair/Restore

- Remove non-archival repairs or fasteners, such as residual glues. All tape and previous mends are removed to the extent possible without causing damage to paper and inks.
- Mend and guard paper tears with Japanese tissue. All materials are acid free and reversible. Mending tissue is lightweight, closely matching in color and flexibility, eliminating formation of a breaking point in the sheet. Kozo paper, in both natural and white finish, is used due to its strength and transparency after application.
- Adhesive for all tear repairs and guarding of folios is ethyl cellulose paste or proven equal. Sufficient press time is allowed after mending to ensure paper will not cockle and that the text block lies flat with no external pressure.
- Reinforce weak or tattered sheets to maintain mechanical integrity of document.
- Repair or replace index tabs as necessary.







An 1848 Probate Record before and after treatment. A Kofile conservator pieces the document together after the tape was removed. The image to the right shows the page after deacidification, tape removal, and mending with archival Japanese tissue.

- Any sheets needing trimming must be neatly hand-trimmed to consistent size for uniformity and appearance. Flatten sheets as necessary.

Deacidify

Deacidification and buffering are performed with a custom-built spray exhaust booth using Bookkeeper® (magnesium oxide spray). Bookkeeper® spray is far more benign in its effects on the environment and worker safety than other deacidification products that have been available. The minimal acceptable application of this material is to one side of the sheet of paper. In all cases, it is the practice of Kofile Technologies to spray both sides of the sheet to ensure complete buffering of the paper. The final pH of paper treated with magnesium oxide is about 8 with an alkaline reserve of 2-4%. Pages will be tested prior to treatment to determine compatibility of media with the process.



Re-sew/Re-bind

ENCAPSULATED RECORDS

- Encapsulate sheets, as necessary, utilizing Archival Grade polyester envelopes 3 mil (or other appropriate mil). Envelopes are uniform size with welded seals. Kofile utilizes SKC Films, Skyroll SH72S®, for all of its encapsulation projects. Each sheet is encapsulated in a custom Lay Flat Archival Polyester Pocket™.
- Pockets are stuffed and punched for binding. New binders are tooled with 23-karat gold foil. Title stamping will generally follow the same format/ style of originals and/or previous restored volumes.



- If encapsulated, a volume may return as two volumes, depending on page count. Original volumes of 350 pages or more are usually split into two or more parts. A dedication and treatment report is included in the binder.

REBOUND RECORDS

- Binding style can be "case construction" with reinforcement in the end papers, cover to text attachment and cover construction. Any re-sewing should follow existing sewing stations and include sewn-in end papers.
- Sewing is done by hand or Smythe-sewn, with sewing thread thickness evaluated and selected for each volume. Sewing thread is chosen from unbleached linen stock or proven equal. Tapes are linen or cotton.
- Backing material is linen of 50-75 threads/square inch weight.

- End sheets are chosen from a stock of strong, durable alkaline machine-made paper such as 80 lb. text Mohawk Super Fine Ivory or 100 lb. text weight Mohawk Super Fine Soft White or proven equal.
- Hinge is of Library Buckram or proven equal and must open with no strain on text block.
- Boards are of acid-free binder board of the best quality available and must be of sufficient thickness to preclude sagging or warping due to moisture or use.
- Cover material is leather, imitation leather, buckram or canvas.
- Tooling is performed with 23-karat gold foil.

Quality Control

- A final quality check is conducted with reference to original log sheet.
- Remove and return all blank pages, where practical. Note of location of removed blanks to be inserted into appropriate volumes (Example: Blank pages #55-122 were removed during conservation treatment (see Treatment Report) Oct. 2017).
- A Treatment Report, referenced to the information log, is provided for each completed volume.

All procedures to be performed are in accordance with generally accepted standards of conservation and restoration practice. Alterations, changes or insertions of any new material in any record is strictly forbidden.

PROJECT OVERVIEW

WILLIAMSON COUNTY CLERK BOOK PRESERVATION PROJECT			
RECORDS SERIES TITLE	QTY.	LEVEL OF SERVICE	TOTAL
Books	25 *vols.* & 1 *bag misc. docs.*	Full Preservation	$66,543.00
		TOTAL	$66,543.00

COUNTY ACCEPTANCE

- Without a signed Agreement, prices are good until January 2018. Upon approval, pricing remains firm for the contract term.
- Pricing is based on a Good Faith Estimate of page counts. Billing will occur on actual counts based upon agreed upon unit pricing; not to exceed the P.O. with written authorization from the County.
- Books are estimated to be picked up in October 2017 and delivered in December 2017. Please note that this time frame is an estimate and is subject to alteration.

PURCHASING VEHICLE (*Please check one to indicate purchasing vehicle selection*)

❒ TXMAS (*Subject to Addition of TXMAS Fee*) ❒ OPEN MARKET ❒ OTHER

_____ _____

Signature/Title of County Representative *Date*

KOFILE TECHNOLOGIES

PROJECT INVENTORY & ITEMIZED PRICING

The following tables includes the project inventory and itemized pricing. Pricing is based on Good Faith Estimates of page counts.

KEY

(Sheet) Format

M	Manuscript (handwritten)	T	Typescript (typed)	LL	Loose Leaf
BD	Sewn Binding	SS	Single-sided		

Condition

G	Good	F	Fair	P	Poor
XP	Very Poor	XXP	Extremely Poor	XXXP	Critically Poor

WILLIAMSON COUNTY CLERK
PROJECT INVENTORY & ITEMIZED PRICING

RECORD SERIES TITLE	VOLUME	DATE	PAGE COUNT	NOTES	PRICE QUOTE
Survey County of Williamson	No. 1	10/13/1874	104	*A-Z index*	$824.00
Survey File Book B 1073	No. ?	1/13/1887	80	*Front index*	$720.00
Field Notes		1900-1921	204	*XXXP with ink transfer throughout*	$1,957.00
Alma Williams Milam County Field Notes for Williamson County		1850	500	*Back index. XXXP with ink transfer throughout*	$3,675.00
Surveyor's Records	B		640	*Pencil. SS. In box.*	$4,480.00
Volume B Transcribed			600	*Pencil. SS. In box.*	$3,600.00
Surveyor's Records	E (pg. 1-178)		640	*SS. Blanks.*	$3,840.00
Surveys		10/1921-10/1926	293	*M. Index. Onion skin paper. Very delicate.*	$2,051.00
Surveys		1916-1921	207	*M. Onion skin paper. Very brittle*	$2,898.00
Ledger: Surveyor		1910 May	387	*Blanks throughout*	$3,096.00
Survey Records		1875-1876	322	*Index. Brittle*	$2,898.00
Minutes of Commissioners Court Equalization			406	*BD. Good condition.*	$2,436.00
County Commissioners Appropriation & Expenditures		11/30/1957-01/1963	300	*LL. 8 tabs*	$1,975.00
Criminal & Civic Minutes		1870-1876	574	*BD*	$4,018.00
Criminal, Civic, Probate Minutes	#4	1867-1876	90	*BD*	$650.00
Expenditures Lateral Road Fund			82	*BD. Index. Lots of glue*	$902.00
County Surveyors Survey Road	G		686	*LL. 40 attach. Brittle*	$4,116.00
Transcribed Record Surveyors Patent Field Notes	E & F		358	*2 indexes.*	$2,506.00

WILLIAMSON COUNTY CLERK PROJECT INVENTORY & ITEMIZED PRICING					
RECORD SERIES TITLE	VOLUME	DATE	PAGE COUNT	NOTES	PRICE QUOTE
Jury Docket Williamson County	No. 1		208	*BD. Index w/ 9 custom tabs.*	$1,636.00
Road Minutes		Feb. 1881-Mar. 4, 1884	334	*Index*	$2,004.00
Road Minutes	No. 2		446	*BD. Index.*	$2,676.00
Commissioners Court Docket		Aug. 10, 1897-Apr. 1, 1907	278	*BD*	$2,224.00
Bonds & Etc.	No. 1		173	*BD/M 4 attach.*	$1,211.00
Grand Jury		Jan. 3, 1921-Oct. 15, 1928	408	*BD*	$2,040.00
Grand Jury Minutes		1929-1936?	560	*BD. 40 blank pgs.*	$3,360.00
Plastic Bag Misc. Documents			475	*Loose docs. In plastic bag. Half very brittle.*	$4,750.00

Please do not hesitate to contact us with any questions. We look forward to serving Williamson County once again.

Sincerely,

Dennis Curran

Dennis Curran

cec

Archive Plan

For Preservation and Restoration
Of Archived Records

Prepared by

Terri Countess, Archive Division Manager

For

Nancy E. Rister, County Clerk

August, 2017

Executive Summary

The vast majority of the permanent records in the County Clerk's office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by using the archive fees collected to cover the cost of scanning the paper based documents and preserving the handwritten ones by encapsulation. In addition to preserving the documents, the images can be added to our existing imaging system and improve customer service by offering a wider date range of documents on the Internet.

Introduction

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. A fee not to exceed $10 may be imposed for recording or filing public documents in county clerk offices in any county for the purpose of preserving, restoring, and managing these county records. The legislation is designed to target archived records. This does not include court records.

This bill authorizes the Commissioners Court to adopt a records archive fee as part of the county's annual budget. This additional revenue will be dedicated to help focus on preserving older records.

Williamson County Commissioners Court approved the $5 fee on August 26, 2003 under agenda item #23.

Historical Data FY2001 – FY2017

In FY 2001-2002 Deed books 1 through 3 and Survey book for 1902 were preserved and encapsulated. In FY 2002-2003 Deed books 4 and 5 were preserved and encapsulated. In FY 2003-2004 Police Court minutes 1850 – 1859; Elections Volume 1 – 1884-1892; Deed books 6 – 26 were preserved and encapsulated. In FY 2004-2005 Deed books 27 – 122 were preserved and encapsulated. In FY 2005-2006 Williamson County Bid 06WC406 was awarded. Deed books 123 – 168 were preserved and encapsulated. In FY 2006-2007 Marriage Indexes 1848 - 1997; Elections Volumes 2-9 were preserved and encapsulated.

The encapsulation effort was halted in 2006 pending the acceptance of the vendor that has done the majority of our books onto the State of Texas contract vendor's list. In early 2008, Brazoria County, TX awarded a contract to this same vendor for repair and restoration of historical books for Brazoria County. At that time, Williamson County Clerk's Office entered into an Interlocal agreement with Brazoria County for the Repair and Restoration of historical books.

Williamson County Commissioners Court approved an Interlocal Agreement with Brazoria County for the Repair and Restoration of historical books for the County Clerk on March 25, 2008 under agenda item #25.

Subsequent to the approval by the Commissioners Court, 52 Marriage books (1850-1997) and 51 Commissioner's Court books were sent to the selected vendor for preservation and encapsulation. Also completed in FY 2008-2009 were Birth Record Volumes 1-12, 1903-1957, Delayed Birth Records Volumes A-Z and Volumes A-1 through A-10, Still Birth Record and Register of Births 1868-1876, Death Records Volumes 1-12, 31 Naturalization Books, Index to Deeds and the Reverse Indexes for preservation and encapsulation. This was done in FY 2008-2009.

Since February 2005 with a staff of 7, all of the deed books have been scanned. All scanned books are made available on personal computers in the public research area and over the internet. Each book and page is accessible by book and page lookup. Scanning of 943 deed books has been completed. These images are now available online. Staff was reduced to 5 in 2007-2008 FY as people moved on to other jobs. After finishing this initial project, they scanned and indexed all marriage records including old marriage licenses that were not returned or picked up. This project was completed in FY2010-2011.

Restoration of the oldest probate records was started after the archive staff took photos of all documents sent for restoration. They then reviewed the returned books to proof the restoration work and verify what was sent, actually came back. Minor errors were caught and corrected. More books were encapsulated while they worked on photographing probate cases. There were no books restored in FY2009-2010 as staff got caught up with all the marriage books and taking photos of all probate coming up for restoration in FY2011-2012.

In the Fiscal Year 2011– 2012 restoration of all older probate records was completed. The original marriage licenses from the 1800's have been restored, scanned and indexed. They now are available online. Also 40 boxes of civil case files from the 1800's were photographed in preparation for being restored and encapsulated. This was a partial project as restoration couldn't be completed all in one year and was finished in October of 2012.

During FY2012-2013 criminal files from the 1800's consisting of 6,096 cases and 43,934 pages were photographed in preparation for restoration and encapsulation. These were sent out in October 2012 and were received before the end of the fiscal year.

The Archive Division indexed, scanned and entered the 60,000+ birth records in FY2013-2014. They started on the delayed birth records that are recorded from the beginning of the county records through 1940. During this same period technicians also reviewed 231,880 microfilmed OPR documents for image quality and completeness.

Archive personnel continued entering delayed birth records in FY2014-2015 with an anticipated completion by the end of December 2015. Reviewing microfilm is ongoing since we still have many years of reels left to review.

During FY 2015-2016 the Archive Division continued working on the Delayed Birth Records Project, File Date Correction Project, Death Record Project, Microfilm Project and Historical Book Restoration Project.

The Delayed Birth Record Project was completed in December 2015. The File Date Correction Project for Birth Records started at that point. This was for Birth Records entered between 11/8/2012 to 7/28/2014 with incorrect file dates.

A total of 23 books were photographed and sent to Kofile for restoration. It is averaging 7 to 12 weeks for Kofile to complete the restoration process.

The File Date Correction Project for Birth Records was completed in January 2016. Once that project was completed they began work on the death records of the county. This project also includes Fetal Deaths and Delayed Deaths.

On April 8, 2016, the Death Record Project was suspended to allow a data dump to be completed for the new Tyler Eagle Recording Project. The go live for the Tyler project was August of 2016. That data was verified and the Death Record Project resumed.

FY 2016-2017

In October 2016, there were 20 books prepared and sent to Kofile to go through the restoration and encapsulation process. These consisted of the Milam Survey 1850-1853, 1 plat Index, Field Notes Original 1874, Embalmer's Record Vol 1, 3 General Index to Civil Minutes, Civil Minutes – County Court Vol A, 2,3,4 & 5, Lunacy Record, Lunacy Document Vol 3, Lunacy Minutes Vol 1 Probate Minutes, Lunacy Minutes Vol 3 Mental Illness Order Commitment, Mental Illness Docket Vol 4, 5 & 6 and Mental Illness Vol 2. It took 12 weeks to complete and receive them back to start the verification process.

Staff completed reviewing the 2007 Microfilm from the Texas State Library in late October 2016 then began reviewing the 2013 microfilm from Stars Information Solutions with an estimated completion date of about January/February 2018. Due to the quality issues found from 2013 microfilm received from the Stars Information, the State Library was utilized for the 2015 data. A reel check was performed of the 2015 microfilm when it arrived from the State Library in mid-March of 2017 which took a several days then staff resumed reviewing the 2013 film.

The review of the microfilm received from our vendors is necessary to ensure image quality and confirm that no documents have been skipped before filing them in the cabinets that were purchased when we moved into the Justice Center.

Microfilm is still a preferred medium because of the length of its service life however; until advances in technology can provide a better-quality product we will continue to research other vendor options.

In August of 2017, A shipment of Plats was sent to Kofile to go through the restoration and encapsulation process. This consisted of Cabinets A through K. Since we already have photos of the plats, this eliminates one step in our usual process. It has not been determined, as of this report, how long it will take to be restored and returned to us.

A schedule for additional books to be sent to Kofile in the 2017-2018 budget year is in the works at this time. We anticipate having another set of books photographed and ready to ship to Kofile beginning in October of 2017 with another shipment midway through the 2017-2018 budget year.

To summarize 2016-2017, (43 weeks out of a total of 52 weeks), as of July 27, 2017, the Archive Department has completed indexing, scanning and proofing over 38,678 Death Certificates and performed quality control on over 28,807 additional Death Certificates previously residing in Tyler. Approximately 203,966, Microfilm documents on 208 reels have been reviewed, in addition to verifying reels when received from vendors. Over 8,900 photographs have been taken of books prepped for the restoration process in addition to verifying that the restored books were completed properly by comparing them to the photographs taken prior to restoration.

2017-2018

For FY 2017-2018 the Archive Division will continue to work on the Death Records Projects, finish reviewing the 2013 microfilm then start reviewing the 2015 microfilm.

Preparation will continue to prepare another group of books for restoration and encapsulation. This effort includes photographing each page, editing the quality of the photo (by cropping and enhancing the image), mapping, packing then shipping to the vendor. Once the books are received back from the vendor they are reviewed to proof the restoration work and verify what was sent, is what we received.

Each budget year a revised plan and report of the current progress is reported. We still have 1997 to 2006, 2014 and 2015 reels left to review as well as sending the 2016 documents to a vendor to put on microfilm. Additional projects to be considered in the future consist of digitizing Commissioner Court Minutes from 1996 back, scanning in the fetal death records and delayed death records, cleanup of OPR documents, converting negative to positive images of some of the microfilm and books and conduct a verification process of marriage licenses originals for 1848 through 1997, which are currently stored in the vault, to ensure that we have electronic copies of each.

Archive Plan

Projected Revenue for 2017-2018

Document Type	Forecast of # documents filed subject to fee based on 2016 filings	Anticipated maximum revenue at $5.00 per document
Official Public Records	122,855	**$614,275**

Proposed Budget of Expenses for 2017-2018

Salaries for 5 people	**$190,456.01**
FICA	**14,760.83**
Retirement	**26,897.51**
Insurance-$8946.00 each	**44,730.00**
Workers Comp	**401.29**
Preservation of books	**696,143.00**
Software	**83,225.11**
Total	**$971,891.07**

(Merit not included as no decision on merit has been made for 2017-2018 at this time)

LOCAL GOVERNMENT CODE

§ Sec.118.025. COUNTY CLERK'S RECORDS ARCHIVE. (a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that result in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) Suspends or reduces the deterioration of public documents; or

(B) Provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

(5) "Restoration" means any process that permits the visual enhancement of a public document, including making the document more legible.

(b) The commissioner's court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county. Any interest accrued remains with the account.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioner's court in a public meeting during the budget process.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) Before collecting the fee under this section, the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioner's court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioner's court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262. The hearing may be held during the budget process. **After establishing the fee, the plan may be approved annually during the budget process.**

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONER'S COURT OF _____ COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF $_____ IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

(i) The fee is subject to approval by the commissioner's court in a public meeting during the budget process.

(j) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 330, Sec. 3, eff. June 17, 2011.

(k) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

Added by Acts 2001, 77th Leg., ch. 794, Sec. 4, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 974, Sec. 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, Sec. 3(32), eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 804 (S.B. 526), Sec. 1, eff. June 17, 2005.

Acts 2005, 79th Leg., Ch. 804 (S.B. 526), Sec. 7, eff. June 17, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. 2716), Sec. 2, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. 2716), Sec. 3, eff. June 17, 2011.

From SB 526 79th Legislature

SECTION 7. Subsection (g), Section 118.011, and Subdivision (4), Subsection (a), and Subsection (k), Section 118.025, Local Government Code, are repealed.

From HB 1513 83rd Legislature and AG Opinion GA1055

Allowed for an increase in the Records Management Fee to $10 maximum and the Records Archive Fee to a maximum of $10 to be implemented on September 1, 2013. The RMF went up to $10 but the Archive fee stayed at $5 as computer and software purchases also come out of RMF as well as salaries which deplete it.

Commissioners Court - Regular Session **47.**

Meeting Date: 01/16/2018

Awarding RFP # 1711-205 Expo Consessions

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #1711-205 Concessions for Expo Center to the sole proposer Heartland Food Group, a division of East Pointe Holding, Inc.

Background

This RFP was distributed to over 100 vendors, 29 of which viewed the RFP solicitation documents. We received one proposal from a food and beverage concession firm that was trained, experienced, and qualified in providing professional food concession services. The concession services will be performed at the Williamson County Exposition Center located at 210 Carlos G. Parker Blvd. NW, Taylor, TX 76574. The initial term of this contract is three (3) years with two (2) annual renewal options. There is no cost to the County as this is a revenue contract with the County's commisson being 20% of the Gross Net Sales.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Heartland Food Group Proposal

Commission Letter

Concessions Recomendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/11/2018 11:15 AM
County Judge Exec Asst.	Wendy Coco	01/11/2018 11:21 AM
Form Started By: Johnny Grimaldo		Started On: 01/11/2018 08:25 AM
Final Approval Date: 01/11/2018		

"When its time to eat, you'll find our creative cuisine
has something for everyone!
P.O. Box 13160 ♦ Longview, Texas 75607

Concessions for Expo Center

Bid #1711-205

Williamson County, Texas
901 S Austin Ave
Georgetown, TX. 78626

Dec 28, 2017 3:00 pm Eastern

Heartland Food Group

P.O. Box 13160 ♦ Longview, Texas 75607

"When its time to eat, you'll find our creative cuisine has something for everyone!"

December 27, 2017 VIA Email: johnny.grimaldo@wilco.org

Williamson County, Texas
Attn: Johnny Grimaldo -Purchasing Specialist II
901 S Austin Ave
Georgetown, TX. 78626

RE: Bid #1711-205 Concessions for Expo Center

Dear Mr. Grimaldo,

Attached is our response to the Solicitation mention above and issued by your agency.
I understand that this proposal will be reviewed, and evaluated by staff members, who will select a contractor. We fully understand the terms and conditions of the contractor's obligations and hereby state that our company is fully capable of performing the services set out in the RFP. All of the attached materials have been reviewed and approved through the appropriate channels within our organization.

If you have any question(s), please contact me at (903) 917-6405.

Sincerely,

Kenneth Hanon,
President

PERSONNEL QUALIFICATION

Heartland Food Group (HFG) have over twenty years in providing food services similar to the described services of the Williamson Count Expo District.

In January 2015, the food service division began operating the food services for Texas Parks and Wildlife's Game Wardens Training Center located in Hamilton, Texas.

OPERATIONAL COMMITMENT

Heartland Food Group (HFG) shall furnish and operate the WILLIAMSON COUNT EXPO Food Services service as is described in the bid ***#1711-205*** . Services will include staffing, management, food service, equipment maintenance, janitorial, and any other function consistent with an operation of this type.

HFG's management consists of employee monitoring, supervision, and customer service procedures. We maintain a hands on approach to our staff management so that you are treated in a way that shows that we value your business.

EXPERIENCE and PAST PERFORMANCE

Heartland Food Group most valuable assets are the people we hire to provide quality goods and services. The reputation of the company relies on our ability to select and train the best possible candidates. Aptitude, demeanor, and a desire to choose food service as an occupation and career path is an indicator that the candidate has what it takes to be successful.
Experience in hiring and training employees and its managing consortium's is one of **Heartland Food Group** greatest strengths. Staff members have spent several years recruiting, interviewing, training, and managing employees through programs with Texas Workforce Commission, and with the private sector. Insight into what to look for in prospective employees, tremendously aid us in selecting employees those are right for a particular assignment. At the time of the submission of this proposal, HFG have not identified the person or persons who will be hired to operate or manage the facility; however, we will use our current management team to perform the services as necessary. We tend to have a hands-on approach doing the start-up of the operation and when there are major events.
Heartland Food Group will ensure that there are enough employees and recruits available at the request of the **Williamson Count Expo's** officials, unforeseeable circumstances or to replace non-compliance employees.

BASICE FUNCTION

- **Heartland Food Group** shall furnish and operate the Williamson Count Expo District Cafeteria Services; including staffing, management, food service, janitorial services, and any other function consistent with an operation of this type.

- **Heartland Food Group** shall hire at his own cost and expense, train and supervise staff whose appearance, manner, and character will reflect credit on the facilities and will be acceptable to the patrons of the facilities, to assist in the performance of this contract.

- **Heartland Food Group** will ensure that employees currently working will be given an equal opportunity to continue their employment. This includes offering each employee the opportunity for advancement and promotion.

FOOD SERVICE ADMINISTRATIVE STAFF

DUTIES AND RESPONSIBILITIES

1. **Administrative Duties.** Typical tasks: manages a food service operation by assigning work, developing work procedures consistent with agency policy, establishing work schedules, and monitoring work performed by subordinates to meet established goals and objectives; prepares budget information for assigned area by projecting resource needs and preparing written reports; provides information to upper-level management concerning long-range planning, goal setting, and policy and procedure development; evaluates the needs of the food operation in terms of staff, supplies, and equipment; ensures that expenditures for food service operations stay within the allotted budget.

2. **Supervision.** Typical tasks: plans, assigns, and reviews work of assigned staff; adjusts work assignments and schedules to maintain adequate staffing levels and respond to fluctuating workloads; evaluates employee performance and prepares performance appraisals; assesses training need of staff and arranges for or provides appropriate instruction; provides initial orientation to new employees; reviews applicant's credentials, participates in the interview process, and hires or effectively recommends hiring of staff; resolves personnel problems, complaints, and formal grievances at the first level; disciplines and rewards employees; counsels employees in work-related activities, personal growth, and career development.

3. **Food Service Coordination.** Typical tasks: participates in planning and preparing menus; checks daily menus for possible changes to recipes; makes recipe changes and informs staff; makes sure all menu items are ready for distribution at prearranged times; updates and evaluates recipes; ensures that the staff serves the food at proper temperatures; observes food to be sure it is visually appealing and served in adequate portions; plans and directs the preparation of new food items or new service activities for increased customer satisfaction; obtains feedback from resident inmates or student customers concerning the quality of the food served and the service provided; maintains the general operation and efficiency of commercial kitchen equipment; supervises and directs staff in preparing food for resident or student outings and picnics, special banquets, buffets, and dinners; accommodates special diet needs of residents, students, and/or inmates who have specific religious, medical, or dental requirements; and/or recommends improved methods of food preparation, service, and personnel practices.

4. **Product/Supplies Requisition.** Typical tasks: determines food items to order based upon the food on hand; obtains cost quotes or bids from vendors or food suppliers; initiates purchase orders for produce, baked goods, and cooking and serving equipment; ensures procedures are followed by staff for receiving, storing, and issuing food and supplies; inventories food supplies needed before each order by counting food items, recording totals, and reporting findings; recommends purchases of commercial kitchen equipment.

5. **Recordkeeping.** Typical tasks: keeps track of the number of meals served daily; records the number of complimentary meals served; records items which are routinely rejected by

consumers documents the nutritional value of each meal served; records the daily estimated food costs for each meal; prepares quarterly expenditure reports concerning, for example, cost per meals; forecasts future food needs based on current data; records customer orders and payroll costs; compiles data and prepares reports on labor costs (hours worked and pay rates); reports cash sales each day; submits accident and injury reports to superior.

6. **Miscellaneous.** Typical tasks: contributes new ideas and creative ways of preparing and distributing foods; writes brochures for special meal events; occasionally assists staff by performing some of the food service activities such as preparing, serving, and distributing food when necessary.

QUALITY CONTROL PROGRAM

Quality is everyone's business. The organizational structure, a reporting system and open communication are necessary for success. ***"Quality doesn't cost, it pays"***

Food is basic for life. Quality or excellence in our food supply should be an important concern to all. Safety and wholesomeness are the most important attributes of food quality. The lack of quality as it relates to safety and wholesomeness can result in personal injury, sickness or death.

Objectives

The principal objectives of ***Quality Control Program*** are:

1. Protecting public health by reducing the risk of food borne illness;
2. Protecting consumers from unsanitary, unwholesome, mislabeled or adulterated food

COMPLAINTS:

The management team of HFG shall investigate patrons' complaints regarding food concessionaire services within 24 - 72 hours of receipt. Management shall gives priority response to both patron complaints of food borne illness and complaints concerning substantial hazards to the public health.

D. PROGRAM CONCEPT and APPROACH

PAPPY'S



THE PAPPY'S CONCEPT…

What set us apart? The restaurant industry has the number one failure rate for business in America according to the Small Business Administration (SBA). The concept used by HFG is to establish a method to minimize the risk of failure.

Strategic Plan. In order to minimize failure rate, HFG has focus on operating food service in facilities where there is an established clientele. These facilities include; hotel and lodging facilities, colleges and universities, and government owned facility; such as courthouses and military bases. These facilities normally have an exclusive contract to provide food services with little or no competition.

MISSION STATEMENT

Our first responsibility is to the financial well being of the company. Our goal will be met by 1) the effect of our products delivered and sold to the customers; 2) the impact that our business make in the market that we service; 3) the high quality of attitude, fairness, understanding, and generosity between management, staff, customers, and vendors. Awareness of all these factors and the responsible actions that results will give our efforts a sense of purpose and meaning beyond our basic financial goals.

PLAN OF OPERATION

Heartland Food Group is dedicated to providing the same quality service as in the previous years of operations. In the observation of the traditional operation, HFG propose to maintain the same type of foods but will diversified the menu slightly. The traditional menu is a home-style cooking base menu with short orders available. Whereas, home-style is classified as a good and hearty meal, it does not usually appeal to the young to medium age health awareness generation.

EXPERIENCE and PAST PERFORMANCE

Heartland Food Group most valuable assets are the people we hire to provide quality goods and services. The reputation of the company relies on our ability to select and train the best possible candidates. Aptitude, demeanor, and a desire to choose food service as an occupation and career path is an indicator that the candidate has what it takes to be successful.

Experience in hiring and training employees and its managing consortium's is one of **Heartland Food Group** greatest strengths. Staff members have spent several years recruiting, interviewing, training, and managing employees through programs with Texas Workforce Commission, Texas A&M Culinary School, and with the private sector. Insight into what to look for in prospective employees, tremendously aid us in selecting employees those are right for a particular assignment.

Heartland Food Group provides an exceptional training program that foster career growth and a highly trained and motivated team of proud specialist. Our extensive training program includes 20 hours of formal orientation, classroom instruction, and testing in real life scenarios. All staff are required to complete our training program and will have completed a PMAB and First Aid & CPR training within their first three months of employment.

MANAGEMENT

PROFESSIONAL MANAGEMENT SERVICES

Heartland Food Group will operate the facility using of Food Service Mangers from the Private and Public sector. The goals are to have experienced food service manger with experience in the industry and private business and hospitality sector.

In the past, Public food service managers as well as providers focus on providing services in quantity manner, typically meaning providing services to large number of personnel. This often meant poor quality of taste and choice. Meanwhile, the private sector generally have to compete for customers, generally means that poor quality and taste usually result in lost customers, profits, and even closing of the business. Therefore the private sector food manager usually have a more important role in the quality of the food services.

BASSIC FUNCTION OF MANAGERS

The Food Service Manager (Project Manager) serves as the primary representative of **Heartland Food Group** for the designated client account. He/she is responsible for successfully coordinating and directing all activities within the assigned account through subordinate managers, supervisors, and employees. The Project Manager will work with each employee and the Departmental Officials as directed in all matters relating to contract and account operations in order to establish and maintain a solid, mutually beneficial business relationship. Highest possible client and customer satisfaction, employee relations, and retention programs must be maintained and financial goals achieved for the client. In carrying out assigned responsibilities, the Project Manager ensures that all personnel under

his/her operational control comply with all Client, government, corporate, and division policies and procedures. Other reasonable duties may be assigned.

QUALITY plus QUANITY

The proposed service will include a monthly rotating menu, including an ala cart express service for those with a special need. The daily menu will be in consistence with USDA nutrition requirements; including, low-fat & low sodium diets, low-carbs, vegetarian diets, and ethics food items. Our slogan ***"When its time to eat, you'll find our creative cuisine has something for everyone!",*** is our commitment to excellence.

COMMITTEMENT to QUALITY SERVICE

HFG set the standard high for commitment to quality services. While it is not possible to satisfy 100% of the customers 100% of the time, HFG goals are customers' satisfaction are higher than most service contract requirements. **HFG** will hire two (2) Quality Assurance Managers (QAM) who primary responsibilities are to implement and assure Williamson Count Expo policies, quality of services, and patron satisfaction. The QAM will implement quarterly customers' surveys, monthly inspections of facilities operation and make all recommendations of any needs or changes as necessary. The QAM shall work directly with Williamson Count Expo officials to insure that services are being met. All complaints of services will be addressed by the QAM with in five (5) working days after the complaint is filed.

OPERATIONAL COMMITMENT

Heartland Food Group (HFG) shall furnish and operate the WILLIAMSON COUNT EXPO food service as is described in the RFP739-SL1-708553**.** Services will include staffing, management, food service, janitorial services, security, equipment maintenance and any other function consistent with an operation of this type.

HFG's management consists of employee monitoring, supervision, and customer service procedures. HFG's experienced management team will find the solution to your specific food service concerns. We maintain a hands on approach to our staff management so that you are treated in a way that shows that we value your business.

The food service division will ensure that there are enough employees and recruits available at the request of the **Williamson Count Expo** officials, unforeseeable circumstances or to replace non-compliance employees.

PAST EXPERIENCE & BUSINESS REFERENCES

Heartland Food Group is a full service food company. The managers and staff members have over 127 years of combined services in restaurant management, catering, and Meal. We provide catering services to outdoors event throughout the State of Texas. In the mid 80's through the early 90's, **HFG** was the 4th rank catering company in the Dallas-Ft. Worth metroplex. Even though many of the staff members have retired or open their own food service business, the primary owners and managers are still intact and have moved toward providing services in school, universities, government facilities, and Meals. **HFG** has operated full food service in three (3) hotels, courthouses, and is an approved Department of Agriculture Special Nutrition Program for public school systems.

TRAINING POLICIES

Training the operational staff is important, real important. All employees will be trained not only in their specific operation duties, but also in the philosophy and application of our concept. They will received extensive information from the administration and be kept informed of the latest information on healthy eating The menu for this RFP is moderated sized, and moderate-low priced offering a collection of fast-

food type items without fast-food taste. Our goal is to create the image of flavorful, satisfying and nutritious food.

STAFFING PLAN APPROACH

Food Services Managers has the responsibility of developing a staffing plan as well as supervision of that plan and the employees. Staffing plans per facility shall be conducted in order to meet the services needs. The Food Services Administrative staff shall budget and staff each facility sites efficiently. Staffing plans include doing a Meal-Per-Labor-Hour Analysis to help insure efficiency.

1. Number & type of positions needed at each facility
2. Work hours and schedule, including breaks, for each position
3. MPLH that reflects planned work hours and is "efficient"

After it is determined how many positions/staff are needed, the administrative staff will assign the appropriate number of staff to each facility. The selection and hiring of staff needs, not only to fill open positions, but to fill substitute positions that are needed too.
HIRING MEASURES shall be taken to assure staffing needs are met, and for those times when the program is short of staff, **911** plans should be prepared and updated as needed. The basic process is as follows:

1. Candidates are interviewed for the substitute force first. If deemed qualified, they are cleared for further processing, which includes orientation, drug test, physical, background check and food handler certification.

2. Successfully completing that mentioned above, the candidate is placed on the sub force and will serve in one of 2 scenarios: subbing for an open position, or subbing on an on-call basis.

Staff hired onto the regular force normally come from our substitute force. The hiring process includes an interview and a more formal back-round check (finger printing).

STAFF PERFORMANCE & EVLAUATION

It's management's responsibility to evaluate staff performance. To do this well requires certain things to get done well in advance evaluating them:

1. Setting and then communicating program performance standards

2. Regularly visiting facilities during peak and non-peak hours to determine whether program performance standards are being met.

3. Ensuring staff is advised during visits whether they are meeting program performance standards. This is not only done verbally, but with appropriate documentation as well.

BAR-B QUES

Heartland Food Group offers delicious slow smoked BBQ meats, high quality house-made sides, delightful desserts and all the extras that make our catering so special and that you won't find at a typical BBQ restaurant.



Our expert chefs can design the perfect menu, using their expertise to create amazing dishes tailored to your need and desire whether you are looking for a seated dinner or buffet.

Our goal is to serve the freshest BBQ meals at any location, at reasonable prices. We do this with the best foods, freshest ingredients, family recipes and a dedicated staff..... **''THIS SETS US APART!''**

We've created our own marinades, rubs and sauces, and are different from most caterers as we grill and fry everything fresh at your location with our professional staff and equipment.

CONCESSION and OUTDOOR EVENTS

Heartland Food Group has experience operating sporting event concession. Currently we are providing services to UTSA Park West Athletic Complex.



UTSA Park West Athletics Complex is home to soccer field and track and field stadium



Park West Athletic Stadium Concession

PAPPY'S JUICE BAR



Heartland Food Group operation of a Juice Bar helped us with understanding the new trend in Universities and colleges. Students are moving toward healthier food items. The Juice Bar offered 100% sugar-free and low calories items.

"Pappy's is the place to be before class, in-between class, or after class. We have everything that is fitted for the environment for you. Such as, different flavor smoothies, wellness drinks, refreshment drinks, and coffee for the morning goers. Maybe, you would like to delight in a sand-which, wraps, or protein bars. Well we have it!! Also, other things you would enjoy. Don't forget the weekly specials and coupons we have online. Come check us out!!"





Government Agencies

Beside feeding the National Guards in seven (7) different states since 2005, Heartland Food group has performed food services to the training facility of Texas Game Wardens. We have provided meals to government agencies from 15 to 1,500 daily including breakfast, lunch, and dinner.



Texas Game Warden last day after seven months of training.

Government Agencies:

Texas Game Warden Facility
Hamilton, TX 78744

University of Texas San Antonio
San Antonio, Texas 78249

Georgia Army National Guards
Fort Stewart, GA 31314

Department of Homeland Security - Dallas
Dallas, Texas 75247

Dallas Military Entrance Processing Station
Dallas, Texas 75207

Department of Homeland Security - El Paso
Washington, D.C. 20229

Texas A&M University
College Station, Texas 77843-1236

Louisiana Army National Guards
Pineville, LA 71380

Arkansas National Guards
Jonesboro, Arkansas

City of Corinth Texas
Corinth, Texas 76208

PAPPY'S

"Division of East Pointe Holdings, Inc."

Williamson County Concession Expo Menu








Bar-B-Que Plate	**$10.00**
Hamburger	**$4.00**
Chicken Fried Steak	**$5.50**
Chopped Beef	**$4.50**
Sausage-On-a-Stick	**$3.00**
Hot Dog	**$2.50**
Pappy Taco	**$2.00**
Cheese Nachos	**$4.00**
Beef Nachos	**$5.75**
Deli Submarine (6")	**$4.00**

Ham, Roast Beef, Turkey, Meatball served with lettuce, pickles, tomatoes, and onions



Classic Roast Beef Bacon & Cheddar **$4.50**

Coke-Cola **Diet Coke** ***Dr. Pepper*** SPRITE ROOT BEER 20 oz Bottle **$2.00**








$4.00

"A Division of East Pointe Holdings, Inc."
P.O. Box 13160 ♦ Longview, Texas 75607
(903) 375-3310 ♦ www.eastpointeholdngs.net

"When its time to eat, you'll find our creative cuisine has something for everyone!"

January 5, 2017

Williamson County, Texas
Attn: Johnny Grimaldo -Purchasing Specialist II
901 S Austin Ave
Georgetown, TX. 78626

RE: Bid #1711-205 Concessions for Expo Center

Dear Mr. Grinaldo,

This letter is to confirm our offer of **TWENTY PERCENT (20)** of the Gross Net Sales as commission for Williams County. Gross Net. Sales shall be defined as the Gross Sales minus the 8.25% sales tax that are reported to the State of Texas.

The commission shall include all sales.

Sincerely,

Kenneth Hanon, President
East Pointe Holdings, Inc.
DBA Heartland Food Group

MEMO

To: Mr. Johnny Grimaldo-Purchasing

From: Clint Chitsey- Williamson County Expo

Subject: Concessionaire Services for Williamson County Exposition Center

Solicitation #1711-205

Re: Bid Evaluation

In response to Solicitation #1711-205 the Purchasing Department received complete Bid Tabulations from one (1) company desiring to provide Concessionaire Services for Williamson County Exposition Center.

The Expo RFP Evaluation Committee, with Purchasing Department overview, evaluated the Bid Tabulations according to the criteria contained in the Solicitation:

1. Percentage of gross sales after taxes
2. Three (3) commercial references for similar services in the past three (3) years.
3. Local Presence/ Local Representation
4. Experience overall in concessions business of like size and type
5. Equipment to be used in the facility
6. Sample menu with proposed prices
7. Staffing for all events
8. Experience associated with start-up operations

After evaluating all Bid Tabulations according to the stated criteria, and considering the best and final pricing offer of 20% commission on all Net Sales (Gross Sales Less Sales Tax) for the duration of the contract of gross sales to be paid back to the County, Heartland Food Group is the best overall selection for Concessionaire Services for Williamson County Exposition Center.

Heartland Food Group most valuable assets are the people they hire to provide quality goods and services. The reputation of the company relies on their ability to select and train the best possible candidates. Aptitude, demeanor, and a desire to choose food service as an occupation and career path is an indicator that the candidate has what it takes to be successful.

Experience in hiring and training employees and its managing consortium's is one of Heartland Food Group greatest strengths. Staff members have spent several years recruiting, interviewing, training, and managing employees through programs with Texas Workforce Commission, and with the private sector. Insight into what to look for in prospective employees, tremendously aids them in selecting employees that are right for a particular assignment...

Heartland Food Group is dedicated to providing quality serviceIn the observation of the traditional operation, HFG propose to maintain the same type of foods but will diversified the menu slightly. The traditional menu is a home-style cooking base menu with short orders available. Whereas, home-style is classified as a good and hearty meal, it does not usually appeal to the young to medium age health awareness generation.

After review and consideration of all stated criteria, and the final pricing submission, the Williamson County Expo Center RFP Evaluation Committee recommends that Heartland Food Group be awarded the Concessionaire Services for Williamson County Exposition Center- Solicitation 1711-205. We believe this company has the financial stability, the equipment, the staffing and technical training, and the proven service record to successfully provide concessionaire services for the Williamson County Exposition Center.

Thank you

Clint Chitsey

Commissioners Court - Regular Session **48.**

Meeting Date: 01/16/2018

Service Contract for Installation Component of HVAC Units at Courthouse

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Services Contract between Williamson County and Mtech Comfort Systems USA for Installation of HVAC Units at the Historic Courthouse in the amount of $142,330.00 per TIPS contract # 1032615 and authorizing execution of the agreement.

Background

This is utilizing the TIPS contract# 1032615 and is for the HVAC condenser and evaporator coils replacement at the Courthouse. Two original documents were submitted to the County Judge for signature. This purchase will be charged to the General Fund line item for Williamson County Courthouse Improvements.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/11/2018 11:17 AM
County Judge Exec Asst.	Wendy Coco	01/11/2018 11:21 AM
Form Started By: Johnny Grimaldo		Started On: 01/11/2018 10:41 AM
Final Approval Date: 01/11/2018		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR INSTALLATION COMPONENT OF
HVAC UNITS
(Justice Center, Condenser Unit & Evap. Coils)
(TIPS #1032615)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

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

I.

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

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposal, dated December 12, 2017, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $142,330.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in

the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

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

VII.

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

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

VIII.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The

services include, but are not limited to the following items in order to complete the project:

As described in the Fee Quote with Scope of Work for Installation, dated December 12, 2017, which is incorporated herein as if copied in full.

IX.

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

X.

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

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XII.

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

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

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

XVI.

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

WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 2017.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:

Authorized Signature

Exhibit "A"

1720 Royston Lane
Round Rock, TX 78664
Phone: (512) 929-7090
Fax: (512) 929-7197
TACLA20760C / M 8751 / TECL 29725
ITBs to: mtech-itb@csusa.us

QUOTE TO: **Williamson County Facilities** **DATE:** **December 12, 2017**
FOR THE PROJECT: **Wilco Court Condensing Unit**
ATTENTION: **Toby Bonnet**
EMAIL: tbonnet@wilco.org

WILCO COURT – CONDENSER QUOTE

TIPS Contract #1032615

We offer the following proposal for your consideration for the HVAC scope of work on the above referenced project. Subject to the following scope narrative, exclusions & clarifications

CONDENSER REPLACEMENT QUOTE: **$ 97,900.00 + tax**

EVAPORATOR COILS REPLACEMENT QUOTE: **$ 44,430.00 + tax**

INCLUDED IN CONDENSER REPLACEMENT QUOTE:

1. Disconnect and remove condensing unit
2. (1) New 90-ton condensing unit
3. Refrigerant piping as required to hookup existing coils
4. Assume existing coils are correctly sized
5. Purge existing coils
6. (6) New thermal expansion valves for existing coils
7. Debris removed from site
8. Construction and final filters
9. Insulation for new piping only
10. Equipment labels
11. Start-up of equipment
12. Overtime

INCLUDED IN COIL REPLACEMENT QUOTE:

1. Disconnect and remove (3) existing coils
2. (2) New refrigerant coils located in front of fans
3. (1) Housing for new coils
4. Replace condensate as required for new coil location
5. Debris removed from site
6. Equipment labels
7. Start-up of equipment
8. Overtime
9. Engineering Services and Drawings
    a. Code compliance and systems functionality

NOT INCLUDED IN BASE PRICE:

1. Replacing coils
2. Permits
3. Electrical conduit, motor or mag starters, wiring or hook-up.
4. Wage scale

5. Smoke detectors
6. Allowances / alternates not specifically noted above
7. Repairs to existing material or equipment not specifically noted above
8. Temporary controls for HVAC systems
9. Engineering work of any kind
10. 3rd Party testing
11. 3rd Party commissioning agent fees
12. Sales tax

Bart Hoover
Chief Estimator
512-908-1069
bart.hoover@csusa.us

Victor Mangold
Director of Construction
512-574-9436
victor.mangold@csusa.us

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-298915

Date Filed:
01/05/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mechanical Technical Services
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

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.
TIPS #1032615
HVAC

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Mangold, Victor	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Victor Mangold, and my date of birth is 02/22/1972.

My address is 1720 Royston Lane (street), Round Rock (city), TX (state), 78664 (zip code), Travis (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of TX, on the 5th day of January (month), 2018 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **49.**

Meeting Date: 01/16/2018

Mobile Outreach Team Clinical Training Supplement BA 01-16-18

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the Mobile Outreach Team:

Background

The county has contracted with Texas A&M University Health and Science Center (TAMUHSC) to provide clinical training experience for TAMUHSC students. The sum of $100.00 per unit is paid to the county when the student is supervised directly by the Mobile Outreach Team. The county employee supervising the student is paid a stipend for the training. The Budget Amendment is to recognize additional revenue and expenditures related to the training. The Budget Amendment reflects 1st Quarter 2018 Training.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payments From Other Entities	$900.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/10/2018 11:11 AM
Budget Office	Ashlie Koenig	01/11/2018 08:27 AM
Form Started By: Angela Schmidt		Started On: 01/08/2018 08:51 AM
Final Approval Date: 01/11/2018		

Commissioners Court - Regular Session **50.**

Meeting Date: 01/16/2018

Mobile Outreach Team Clinical Training Supplement BA 01-16-18

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for the Mobile Outreach Team:

Background

The county has contracted with Texas A&M University Health and Science Center (TAMUHSC) to provide clinical training experience for TAMUHSC students. The sum of $100.00 per unit is paid to the county when the student is supervised directly by the Mobile Outreach Team. The county employee supervising the student is paid a stipend for the training. The Budget Amendment is to recognize additional revenue and expenditures related to the training. The Budget Amendment reflects 1st Quarter 2018 Training.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.001920	Medical School Stipend	$712.75
	0100.0341.002010	FICA	$54.51
	0100.0341.002020	Retirement	$97.09
	0100.0341.002050	Worker's Comp	$35.65

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/10/2018 11:11 AM
Budget Office	Ashlie Koenig	01/11/2018 08:28 AM
Form Started By: Angela Schmidt		Started On: 01/08/2018 08:58 AM
Final Approval Date: 01/11/2018		

Commissioners Court - Regular Session **51.**

Meeting Date: 01/16/2018

NACo Prescription Discount Card Revenue Sharing BA 01-16-2018

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program:

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regards to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$455.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/10/2018 11:11 AM
Budget Office	Ashlie Koenig	01/11/2018 08:28 AM
Form Started By: Angela Schmidt		Started On: 01/08/2018 09:02 AM
Final Approval Date: 01/11/2018		

Commissioners Court - Regular Session **52.**

Meeting Date: 01/16/2018

NACo Prescription Discount Card Revenue Sharing BA 01-16-2018

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program:

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regards to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	$455.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/10/2018 11:11 AM
Budget Office	Ashlie Koenig	01/11/2018 08:28 AM
Form Started By: Angela Schmidt		Started On: 01/08/2018 09:04 AM
Final Approval Date: 01/11/2018		

Commissioners Court - Regular Session **53.**

Meeting Date: 01/16/2018

Animal Shelter Donations BA 01-16-2018

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment acknowledging additional revenues for Animal Shelter Donations:

Background

This is for donation collections for October 2017 through December 2017.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$16,891.85
	0546.0000.367440	Jane's Fund Donations	$14,874.64
	0546.0000.367441	ASPCA Donations	$0.00
	0546.0000.367442	Play Yard Donation	$250.00
	0546.0000.367443	Heart Worm Trmt Donations	$8,085.59
	0546.0000.367445	Sit Team Donations	$0.00
	0546.0000.370150	Sale of Pet Care Products	$919.44

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/10/2018 11:11 AM
Budget Office	Ashlie Koenig	01/11/2018 08:28 AM
Form Started By: Angela Schmidt		Started On: 01/08/2018 09:17 AM
Final Approval Date: 01/11/2018		

Commissioners Court - Regular Session **54.**

Meeting Date: 01/16/2018

Animal Shelter Donations BA 01-16-2018

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment acknowledging additional expenditures for the use of Animal Shelter Donations:

Background

This is for donation collections from October 2017 through December 2017.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$919.44
	0546.0546.003670	Use of Donations	$16,891.85
	0546.0546.004100	Professional Services	$14,874.64
	0546.0546.004109	Special Needs	$0.00
	0546.0546.004232	Training	$0.00
	0546.0546.004509	Facility Enhancements	$250.00
	0546.0546.004975	Animal Medical Care	$8,085.59

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/10/2018 11:11 AM
Budget Office	Ashlie Koenig	01/11/2018 08:29 AM
Form Started By: Angela Schmidt		Started On: 01/08/2018 09:22 AM
Final Approval Date: 01/11/2018		

Commissioners Court - Regular Session **55.**

Meeting Date: 01/16/2018

SO Donations BA 01-16-2018

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Sheriff's Office Victim's Assistance Donations:

Background

Donations include a $115.52 cash donation from a generous patron.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$115.52

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/10/2018 11:12 AM
Budget Office	Ashlie Koenig	01/11/2018 08:29 AM
Form Started By: Angela Schmidt		Started On: 01/08/2018 09:32 AM
Final Approval Date: 01/11/2018		

Commissioners Court - Regular Session **56.**

Meeting Date: 01/16/2018

SO Donations BA 01-16-2018

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the use of Sheriff's Office Victim's Assistance Donations:

Background

Donations include $115.52 cash donations from a generous patron.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	VA Donations	$115.52

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/10/2018 11:12 AM
Budget Office	Ashlie Koenig	01/11/2018 08:29 AM
Form Started By: Angela Schmidt		Started On: 01/08/2018 09:35 AM
Final Approval Date: 01/11/2018		

Commissioners Court - Regular Session **57.**

Meeting Date: 01/16/2018

Park Donations BA 01-16-2018

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for Park Donations:

Background

Donations total $1,500.00 donation from Georgetown Running Club to Berry Springs Park, a $100.00 donation from a generous patron for a memorial replacement tree, and $1,120.10 in donations for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$2,720.10

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/10/2018 11:12 AM
Budget Office	Ashlie Koenig	01/11/2018 08:29 AM
Form Started By: Angela Schmidt		Started On: 01/08/2018 09:41 AM
Final Approval Date: 01/11/2018		

Commissioners Court - Regular Session **58.**

Meeting Date: 01/16/2018

Park Donations 01-16-2018

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for Park Donations:

Background

Donations total $1,500.00 donation from Georgetown Running Club to Berry Springs Park, a $100.00 donation from a generous patron for a memorial replacement tree, and $1,120.10 in donations for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$2,720.10

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/10/2018 11:12 AM
Budget Office	Ashlie Koenig	01/11/2018 08:29 AM
Form Started By: Angela Schmidt		Started On: 01/08/2018 09:47 AM
Final Approval Date: 01/11/2018		

Commissioners Court - Regular Session **59.**

Meeting Date: 01/16/2018

Economic Development

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
a) Business prospect(s) that may locate or expand within Williamson County.
b) Discuss Pearson Road District.
c) Discuss North Woods Road District.
d) Project Columbus Balbo
e) Mega Site
f) Texas State Gold Depository
g) Project New World
h) Coop District Development
i) Project Amazon
j) Project Valero

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 10:28 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2018 09:55 AM
Final Approval Date: 01/11/2018		

Commissioners Court - Regular Session **60.**

Meeting Date: 01/16/2018

Executive Session

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension

b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.

c) Discuss the acquisition of real property for CR 176 at RM 2243

d) Discuss the acquisition of real property for N. Mays Extension.

e) Discuss the acquisition of real property: CR 101

f) Discuss the acquisition of real property: CR 200

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 the acquisition of real property and easements 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 acquistiion 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
C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/11/2018 10:28 AM
Form Started By: Charlie Crossfield		Started On: 01/11/2018 09:53 AM
Final Approval Date: 01/11/2018		