

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MAY 8TH, 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 action on a line item transfer for Constable Precinct Four.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0554-005740	Const Pct#4/Comp >5k	\$7625
To	0100-0554-003008	Const #4/Le Equip	\$7625

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003001	Small Tools	\$1,000.00
From	0100.0570.003010	Computer Equipment	\$1,000.00
From	0100.0570.004350	Printed Forms	\$4,507.80
To	0100.0570.001114	Certifications	\$5,352.25
To	0100.0570.002010	Unallocated FICA	\$409.45

To	0100.0570.002020	Retirement	\$746.10
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- Discuss, consider, and take appropriate action on a line item transfer for Hazardous Materials

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0542.004500	Maintenance Contracts	\$9,470.00
To:	0100.0542.003010	Computer Equipment < \$5,000	\$9,470.00

- Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
- Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (11) Desktops, (2) Laptops, (253) GPS Rockets, (148) empty cases for the rockets, (9) boxes of cables and brackets for rockets, and (1) bag of keys for rockets and cases, pursuant to Tx. Local Gov't Code 263.152.
- Discuss, consider and take appropriate action on appointing Tommy Bailey to the Weir ESD #6 open board position with the term commencing effective immediately and continuing thereafter until December 31, 2018.
- Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$140,000.00 to expire on March 31, 2019 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for the Reconstruction of Walburg Heights and Bluebonnet Drive for Williamson County Road and Bridge.
- Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$60,000.00 to expire on March 31, 2019 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for Drainage Improvements on CR 150, CR 460 and CR 463 for Williamson County Road and Bridge.
- Discuss, consider, and take appropriate action on approval of the final plat for the Siena Section 7 subdivision - Pct 4.
- Discuss, consider, and take appropriate action on approval of the replat for the West Station subdivision - Pct 4.

REGULAR AGENDA

- Discuss, consider and take appropriate action on proclamation observing the month of May as "Mental Health Awareness Month".
- Discuss, consider and take appropriate action on proclamation declaring the month of May 2018 as "Older Americans Month".
- Hear presentation from Alvin Lankford, Chief Appraiser, Williamson Central Appraisal District.

18. Hear a presentation from the Sr. Director of Human Resources related to the reclassification and salary study processes, including a review of the requests received as part of the budget process for FY19.
19. 10:00 Conduct public hearing relating to a request by the Williamson County Regional Animal Shelter to increase the budgeted salary amount for three Animal Care Specialist positions, positions #9988, 9982 and 9995 in Animal Services and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.
20. Discuss, consider and take appropriate action on a request by the Williamson County Regional Animal Shelter to increase the budgeted salary amount for three Animal Care Specialist positions, positions #9988, 9982 and 9995 in Animal Services from the budgeted annual salary amount of \$21,539.24 to the increased salary amounts of \$28,839.20 (9988 & 9982) and \$28,849.60 (9995) and changing all three positions from Part-time to Full-time with benefits through 9/30/2018.
21. Discuss, consider and take appropriate action on approving 2 new full-time positions (1 – Animal Care Specialist & 1 – Admin Tech) and 1 new part-time position (Animal Care Specialist) for the Williamson County Regional Animal Shelter to be funded through the donations received by the Williamson County Regional Animal Shelter for the remainder of FY18.
22. 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 Williamson County Regional Animal Shelter Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0545.0000.380546	Trans fm A.S. Donation Fd	\$15,155.80

23. 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 Williamson County Regional Animal Shelter Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0545.0545.001100	Salaries	\$8,785.92
	0545.0545.002010	FICA	\$672.12
	0545.0545.002020	Retirement	\$1,224.76
	0545.0545.002030	Medical ER	\$4,473.00

24. 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 Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.001100	Salaries	\$19,839.75
	0546.0546.001110	Part Time Salaries	\$6,663.78

	0546.0546.002010	FICA	\$2,027.52
	0546.0546.002020	Retirement	\$3,694.59
	0546.0546.002030	Medical ER	\$4,473.00
	0546.0546.000545	Trans to A.S. Fund	15,155.80
	0546.0546.004999	Miscellaneous	\$20,533.84
	0546.0546.005003	Equipment > \$5,000	\$67,344.26

25. Discuss, consider and take appropriate action on the vacancy in the office of Judge of Williamson County Court at Law No. 1.
26. Discuss, consider and take appropriate action on a line item transfer for County Court at Law #1.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0426-001100	CCL#1/FT Salaries	\$65,940
To	0100-0426-004010	CCL#1/Visiting Judges	\$65,940

27. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
28. Discuss, consider and take any appropriate action regarding a notice of intent (NOI) renewal for Stormwater Discharges associated with the Construction activity under the TPDES General Permit (TXR150000) for County Road 110 South, a Road Bond project in Commissioner Pct. 4. Project: P260. Funding Source: Road Bond
29. Discuss, consider, and take any appropriate action regarding a notice of intent (NOI) renewal for Stormwater Discharges associated with Construction activity under TPDES General Permit (TXR150000) for County Road 119, a Road Bond Project in Commissioner Pct. 4. Project: P214 Funding: Road Bond
30. Discuss, consider and take any appropriate action regarding action regarding a notice of intent (NOI) renewal for Stormwater Discharges associated with Construction activity under TPDES General Permit (TXR150000) for RM 620 Phase 2, a Road Bond project in Commissioner Pct 1. Project: P235 Funding: Road Bond
31. Discuss, consider and take any appropriate action regarding a notice of intent (NOI) renewal for Stormwater Discharges associated with Construction activity under TPDES General Permit (TXR150000) for Inner Loop Improvements, a Road Bond Project in Commissioner Pct. 3. Project: P226 and P251. Funding: Road Bond
32. Discuss, consider, and take any appropriate action regarding a notice of intent (NOI) renewal for Stormwater Discharges associated with Construction activity under TPDES General Permit (TXR150000) for Neenah Avenue Widening, a Road Bond project in Commissioner Pct. 1. Project: P278. Funding: Road Bond
33. Discuss, consider and take appropriate action regarding Change Order No. 9 in the amount of -\$4,312.00 for Forest North Drainage Phase 2 (DeNucci Constructors), a Road Bond project in Commissioners Pct.1. Project: P225. Funding Source: Road Bond

34. Discuss, consider, and take appropriate action regarding Change Order No 3 in the amount of \$63,231.96 for Arterial H (Patin Construction), a Road Bond project in Commissioner Pct. 3. Project: P276 Funding: Road Bond
35. Discuss, consider and take appropriate action on approving a Use Agreement between Williamson County and BGE, Inc. authorizing BGE, Inc. to access the Cambria Cave for inspection of the cave.
36. Discuss, consider and take appropriate action on an Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvements Projects with No Required Match On-System with TXDoT regarding the excess pavement on IH 35 and CR 305.
37. Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Land Unlimited, Inc. for right of way needed on the Seward Junction SE Project. (Parcel 8). Funding Source: Road Bonds P271
38. Discuss, consider and take appropriate action on a Real Estate Contract with Essman Family Partnership, LP. for right of way needed on the SH 29 @ DB Wood project (Parcel 1). Funding Source: Road Bonds P237
39. Discuss, consider and take appropriate action to approve a First Amendment to the Interlocal Agreement between Williamson County, Texas and the City of Hutto, Texas Regarding Certain County and City Property relating to the Hutto Co-Op District Project.
40. Discuss, consider and take appropriate action on a Special Warranty Deed between Williamson County, Texas, as grantor, and the City of Hutto, Texas, as grantee, for land to be used for purpose of a public street in relation to the Hutto Co-Op District Project.
41. Discuss, consider and take appropriate action on a Public Drainage Easement for land to be used for purposes of public drainage in relation to the Hutto Co-Op District Project.
42. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Cornerstone Site Services (Security/Traffic control on University Blvd., Round Rock)
43. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Commercial Fans for Williamson County Expo Center under IFB # 1804-226.
44. Discuss, consider, and take appropriate action on a First Amendment to Guaranteed Maximum Price Amendment between Williamson County, Texas and Chasco Constructors, LTD, L.L.P. relating to the Williamson County Georgetown Annex Project.
45. Discuss, consider, and take appropriate action on approving revisions to the Purchasing Manual, Procurement (P-Card) Manual, Evaluation Committee Guidelines and associated forms.
46. Discuss, consider, and take appropriate action on approval of standard Business Associate Agreement (BAA) with Data Armor, LLC for document shredding service to protect HIPPA-related information during handling of such documents to support operations of the Williamson County EMS
47. Discuss, consider, and take appropriate action on approving an addendum to the original agreement between Career Step LLC (Medic CE) and Williamson County for a continuing education web based program, in the amount of \$2,664.00, for one year, and authorizing execution of the agreement.

48. Discuss, consider, and take appropriate action on approving the Master Lease Agreement between GTS Technology Solutions, INC and Williamson County in the amount of \$2,156,875.49 pursuant to TX Department of Information Resources Contract # DIR-TSO-3655 and authorizing the execution of the agreement.
49. Discuss, consider, and take appropriate action on approving the service contract between Aladdin Carpet & Interiors and Williamson County for carpet installation in the Grand Jury Room in the not to exceed amount of \$3,915.00, and authorizing the execution of the agreement.
50. 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 District Clerk Records Technology Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0387.0387.004550	Imaging and Microfilming	\$11,780.00

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 acknowledging additional revenues for Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$12,870.07
	0546.0000.367440	Jane's Fund Donations	\$13,502.32
	0546.0000.367442	Play Yard Donations	\$2,550.00
	0546.0000.367443	Heart Worm Trmt Donations	\$6,916.28
	0546.0000.367445	SIT Team Donations	\$1,320.00
	0546.0000.367150	Sale of Pet Care Products	\$606.51

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 acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$606.51
	0546.0546.003670	Use of Donations	\$12,870.07
	0546.0546.004100	Professional Services	\$13,502.32
	0546.0546.004232	Training	\$1,320.00
	0546.0546.004509	Facility Enhancements	\$2,550.00
	0546.0546.004975	Animal Medical Care	\$6,916.28

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)."

53. 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 North Woods Road District.
 - c) Project Amazon
 - d) Wolf Lakes
 - e) Project Capstone
 - f) Project Dalton House
54. 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
- 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: CR 101
 - e) Discuss the acquisition of real property: CR 200
 - f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
 - g) Discuss the acquisition of real property for SH 29 LTP.
 - h) Discuss the acquisition of real property for County Facilities.
 - i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
 - j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
 - k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.
 - l) Discuss the acquisition of real property for Seward Junction SE Loop.
 - m) Discuss the acquisition of real property for SH 29 @ DB Wood.
 - n) Discuss the acquisition of real property for Hairy Man Rd.
 - o) Discuss the acquisition of real property for SW Bypass.
 - p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - q) Discuss Cedar Hollow low water crossings and Lost River.
 - r) Discuss the Brushy Creek Trail Easement acquisition from the Steve and Brandy Jones (a.k.a. 620 Cafe)
 - s) Discuss the acquisition of real property for Corridor H
- B. Property or Real Estate owned by Williamson County
- 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 wastewater easements in Berry Springs Park
 - c) Discuss sale of County property on Ronald Reagan Blvd.
 - d) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
 - e) Potential governmental uses for 8th Street downtown parking lot
 - f) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
 - g) Discuss property usage at Longhorn Junction
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the San Gabriel River trail easements.

55. 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) Employee/personnel related matters
- d) 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.
- e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
- f) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
- g) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
- h) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- i) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
- j) Berry Springs Park and Preserve pipeline
- k) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
- l) 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.
- m) Williamson County Sheriff's Office Training Center construction issues.
- n) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
- o) 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
- p) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
- q) 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.
- r) 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.
- s) Farm and Grazing Lease with Mary Brett Covington dated effective March 29, 2016 on county land near County Road 131
- t) Amendment to Interlocal Lease Agreement between Williamson County and City of Georgetown relating to Williamson County's property located near Martin Luther King Boulevard and 8th Streets in Georgetown, Texas
- u) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
- v) Discuss law in relation to Williamson County compensation policies.
- w) Amending the Interlocal Agreement between Williamson County, Texas and the City of Hutto, Texas relating to land acquisition options and exchanges for properties owned by both Williamson County and the City of Hutto for the Hutto Coop Project.
- x) Laws relating to vacancy and appointment of Judge for County Court at Law No. 1

56. 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).

57. 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)

58. Discuss and take appropriate action concerning economic development.
59. Discuss and take appropriate action concerning real estate.
60. 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;
 - cd) Employee/personnel related matters
 - d) 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.
 - e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - f) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
 - g) 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
 - h) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - i) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - j) Berry Springs Park and Preserve pipeline
 - k) 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.
 - l) 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.
 - m) Williamson County Sheriff's Office Training Center construction issues.
 - n) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - o) 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
 - p) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
 - q) 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.
 - r) 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.
 - s) Farm and Grazing Lease with Mary Brett Covington dated effective March 29, 2016 on county land near County Road 131
 - t) Amendment to Interlocal Lease Agreement between Williamson County and City of Georgetown relating to Williamson County's property located near Martin Luther King Boulevard and 8th Streets in Georgetown, Texas
 - u) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - v) Discuss law in relation to Williamson County compensation policies.
 - w) Amending the Interlocal Agreement between Williamson County, Texas and the City of Hutto, Texas relating to land acquisition options and exchanges for properties owned by both Williamson County and the City of Hutto for the Hutto Coop Project.
 - x) Laws relating to vacancy and appointment of Judge for County Court at Law No. 1

61. 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.
62. Comments from Commissioners.
63. 1:00 PM Hear from departments regarding FY 19 budget requests.

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: 05/08/2018

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

Submitted By: Mark Birchard, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

To transfer funds to pay expired/new ballistic vests and some taser replacements.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0554-005740	Const Pct#4/Comp >5k	\$7625
To	0100-0554-003008	Const #4/Le Equip	\$7625

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Mark Birchard

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Ashlie Koenig

Date

05/01/2018 08:39 AM

05/03/2018 10:36 AM

Started On: 04/26/2018 02:59 PM

Commissioners Court - Regular Session

6.

Meeting Date: 05/08/2018

Line Item Transfer for County Sheriff

Submitted For: Robert Chody

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to cover the shortfall for Advance and Master Certifications for Corrections employees.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003001	Small Tools	\$1,000.00
From	0100.0570.003010	Computer Equipment	\$1,000.00
From	0100.0570.004350	Printed Forms	\$4,507.80
To	0100.0570.001114	Certifications	\$5,352.25
To	0100.0570.002010	Unallocated FICA	\$409.45
To	0100.0570.002020	Retirement	\$746.10

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Starla Hall

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Ashlie Koenig

Date

05/03/2018 08:08 AM

05/03/2018 10:08 AM

Started On: 05/02/2018 10:24 AM

Commissioners Court - Regular Session

7.

Meeting Date: 05/08/2018

Discuss, consider, and take appropriate action on a line item transfer for Hazardous Materials

Submitted For: Marty Herrin

Submitted By: Kelly Luna, EMS

Department: Hazardous Materials

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Hazardous Materials

Background

Since April 2017, when the FY18 budget requests were submitted, there has been a significant increase in the cost of Toughbooks, desktops, and mounting hardware, which are needed for our new employees. Additionally, the screen on one of the existing Surface Pros is cracked, causing direct contact with internal parts and IT has recommended it be replaced. Fortunately, the funds we normally pay for an annual maintenance contract were paid for by a grant this year, which frees up funds to offset the increase in computer expenses.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0542.004500	Maintenance Contracts	\$9,470.00
To:	0100.0542.003010	Computer Equipment < \$5,000	\$9,470.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Luna

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Ashlie Koenig

Date

05/02/2018 02:11 PM

05/03/2018 10:09 AM

Started On: 05/02/2018 10:46 AM

Commissioners Court - Regular Session

8.

Meeting Date: 05/08/2018

Compensation Items

Submitted For: Tara Raymore

Submitted By: Kristy Grant, 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
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Attachments

[Merit LIT 05.08.18](#)

[Merit Details 05.08.18](#)

Form Review

Inbox

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kristy Grant

Final Approval Date: 05/03/2018

Reviewed By

Tammy Fennell

Wendy Coco

Date

05/03/2018 11:20 AM

05/03/2018 11:31 AM

Started On: 05/03/2018 09:48 AM

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0562	001100	882.34	
01	0100	0562	002010	67.50	
01	0100	0562	002020	123.00	
01	0100	8001	001130		882.34
01	0100	8001	002010		67.50
01	0100	8001	002020		123.00

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Sal	Pay Proposal Reason	Effective Date of Change
MOT GRANTS	Comm Medical Provider Grant.1666.001100	10715	\$62,662.31	\$3,133.12	5.00	\$65,795.43	MERIT	5/1/2018
DPS Georgetown	Adm Clk DPS GT.0932.001100	13779	\$29,411.23	\$882.34	3.00	\$30,293.58	MERIT	4/20/2018

Commissioners Court - Regular Session

9.

Meeting Date: 05/08/2018

Asset Auction 5/8/2018

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 (11) Desktops, (2) Laptops, (253) GPS Rockets, (148) empty cases for the rockets, (9) boxes of cables and brackets for rockets, and (1) bag of keys for rockets and cases, pursuant to Tx. Local Gov't Code 263.152.

Background

See attached lists for details.

Fiscal Impact

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

Attachments

[Auction 1](#)

[Auction 2](#)

[Auction 3](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Jayme Jasso
Final Approval Date: 05/03/2018

Reviewed By

Randy Barker
Wendy Coco

Date

05/03/2018 10:08 AM
05/03/2018 10:31 AM
Started On: 05/03/2018 08:22 AM

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
253	Rockets (4 in cases)	55142			Non-Working
148	empty cases for Rockets - and 3 partial cases	—			Non-Working
9	boxes Miscellaneous Cables and Brackets for Rockets	—			Non-Working
1	bag of keys for rockets/cases	—			

Parties involved:

FROM (Transferor Department): ITS

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

Tammy McCulley
Print Name

Tammy McCulley
Signature

Date

Contact Person:

Tammy McCulley

Print Name

+1 (512) 943-1455

Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Tony Hill

Print Name

+1 (512) 943-3314

Phone Number

RECEIVED

APR 27 2018

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN) <i>A#</i>	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Laptop Latitude E6530, cables, batteries & docking station	36056669005 Service Tag GKB7JV1 <i>65111</i>	GKB7JV1	Working

Parties involved:

FROM (Transferor Department): Budget Office 0100-0491

Transferor - Elected Official/Department Head/ Authorized Staff:

Ashlie Koenig
Print Name

Ashlie Koenig
Signature

Contact Person:

Jennifer Templeton
Print Name

+1 (512) 943-3756
Date Phone Number

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

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

Contact Person: *RECEIVED*

Print Name

Print Name

MAY - 2 2018

Signature

Date Phone Number

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

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL OPTIPLEX 790	57325	CGGMWR1	C013136	Working
	DELL MONITOR	—			Working

Parties involved:

FROM (Transferor Department): Sheriff - 560 L.E.

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

Contact Person:

Chief Tim Ryle

Starla Hall

Print Name

Print Name

T. Ryle

512-943-5270

Signature

Date Phone Number

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

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

Contact Person:

Print Name

TONY HILL

Print Name

Signature

Date Phone Number

RECEIVED

APR 27 2018

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Williamson County Asset Status Change Form

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

TRANSFER bet ween county departments
 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) A#	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL OptiPlex 790 (Aug 31, 2012)	00186-170-349-366 (ST)B04RTV1 64048	CO3307	Working
	DELL Monitor (June 2012)	00186-170-349-366 (ST)B04RTV1 74445-26R80SL	none	Working
	DELL computer carry bags	None	none	

Parties involved:

FROM (Transferor Department): Commissioner Pct 2 Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Contact Person:

Cynthia Long

Tammy Smith

Print Name

Print Name

Cynthia Long
Signature

December 7, 2017

512.260.42

Date Phone Number

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

RECEIVED

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

Contact Person:

APR 24 2018

Print Name

Print Name

[Signature]
Signature

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County Asset Status Change Form

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

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

Asset List:


Quantity	Description (year, make, model, etc.)	A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Optiplex 780	55996	D8TGDP1		Working
2	Latitude E5400		49720 49718 9ZYTJNJ1, 6ZYTJNJ1		Working
1	Precision T1600	56963	D9B7GQ1		Working
	Avaya Phone	—	EN011611012004		Working
	7 Monitors - See attached				Working

Parties involved:

FROM (Transferor Department): ELECTIONS

Transferor - Elected Official/Department Head/Authorized Staff:

Christopher Davis
Print Name


Signature

Contact Person:

Julie Seippel
Print Name

+1 (512) 943-1631
Date Phone Number

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

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

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	Dell 17" monitors	---	---	N/A	Working
1	Dell Optiplex 780 computer	55466	FMQXLN1	5234	Working
1	Dell Optiplex 790 computer	56629	DRV20R1	5089	Working
1	Dell Optiplex 780 computer	56231	7C0YDQ1	5152	Working
1	Dell Optiplex 780 computer	55475	FMTWLN1	1660	Working

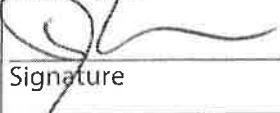
Parties involved:

FROM (Transferor Department): 0499 - TAX ASSESSOR/COLLECTOR

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

MATT JOHNSON

Print Name



Signature

April 30, 2018

Date

Contact Person:

Judy Kocian

Print Name

+1 (512) 943-1954

Phone Number

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

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

Tony Hill

Print Name

Signature

Contact Person:

Tony Hill

Print Name

Date Phone Number

RECEIVED

MAY - 1 2018

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Williamson County Asset Status Change Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	A #	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 780	(ALREADY RETIRED) 55471	FMRYLN1	5022	Working
1	Dell Optiplex 790 computer	57453	4WCPHS1	5093	Working
1	Dell Optiplex 790 computer	56626	DRW50R1	C03085	Working
1	Set of speakers	---	N/A	N/A	Non-Working
1	keyboards	---	N/A	N/A	Working

Parties involved:

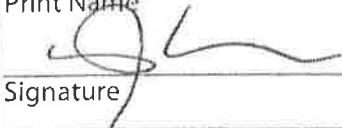
FROM (Transferor Department): 0499 - TAX ASSESSOR/COLLECTOR

Transferor - Elected Official/Department Head/

Authorized Staff:

MATT JOHNSON

Print Name



Signature

April 30, 2018

Date

Contact Person:

Judy Kocian

Print Name

+1 (512) 943-1954

Phone Number

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

Transferee - Elected Official/Department Head/

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

Tony Hill

Print Name

Signature

Contact Person:

RECEIVED

Tony Hill

Print Name

MAY - 1 2018

Date

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session

10.

Meeting Date: 05/08/2018

ESD 6 Appointment of Tommy Bailey

Submitted For: Valerie Covey

Submitted By: Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Tommy Bailey to the Weir ESD #6 open board position with the term commencing effective immediately and continuing thereafter until December 31, 2018.

Background

Tommy Bailey will fill the unexpired term left by the resignation of Dale Herrmann. Application and resume are available on request. Candidate was interviewed by Judge Gattis ad Commissioner Covey.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 08:08 AM

Started On: 05/02/2018 04:54 PM

Commissioners Court - Regular Session

11.

Meeting Date: 05/08/2018

Alliance WA2 Design Services for Walburg Heights and Bluebonnet Drive

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$140,000.00 to expire on March 31, 2019 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for the Reconstruction of Walburg Heights and Bluebonnet Drive for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Alliance WA2 Engineering Design Services for Walburg Heights and Bluebonnet Drive

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/01/2018

Reviewed By

Hal Hawes

Wendy Coco

Date

04/30/2018 08:53 AM

05/01/2018 08:39 AM

Started On: 04/27/2018 10:48 AM

WORK AUTHORIZATION NO. 2

PROJECT: Engineering Design Services for the Reconstruction of Walburg Heights and Bluebonnet Drive

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 6, 2018** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Transportation Group** (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$140,000.00**.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **March 31, 2019**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20__.

ENGINEER:

Alliance Transportation Group

COUNTY:

Williamson County, Texas

By: 

Signature

Chris Jumper

Printed Name

VP, Engineering

Title

By: _____

Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A

Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight.
- Topographic and R.O.W Surveys.
- Geotechnical investigations, data and reports.
- ROW Documents and Drainage Reports.
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating and evaluating bids after bid opening, and providing recommendation of award of contract.
- Construction oversight, administration and management.

Attachment B

Services to be Provided by the Engineer

Project Locations:

1. **Walburg Heights - From FM 1105 to Cul-de-Sac**
2. **Bluebonnet Drive - From Lantana Drive to Tiger Trail**

Task 1: Project Management

Attend Progress Review Meetings with County Road & Bridge department at 50%, 90% and Final.
Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC.

Task 2: Topographic and R.O.W Surveys

To be provided by the County

Task 3: Preliminary Engineering

Conduct Site Visit and Field Reconnaissance to document existing conditions. Data collection including available as-builts for Bluebonnet Drive only. Develop a conceptual geometric layout on scroll plot (1"=20' H, 1"=2' V) showing roadway horizontal and vertical geometry and proposed typical section. Prepare preliminary cross sections (50' interval and Driveways). Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 25-yr and 100-yr for Walburg Heights only.

Task 4: Geotechnical Investigations

To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

N/A

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Prepare final detailed design and PS&E for proposed improvements. Calculate ditch capacity and size driveway pipes for Walburg Heights only. Existing drainage patterns and flows for Bluebonnet Drive are not anticipated to be affected.

Plan Sheets:

- Title Sheet
- Estimate & Quantity Sheet
- Typical Sections

- Horizontal Alignment Data Sheet
- Drainage Area Map – Walburg Heights only
- Erosion Control Plan
- Traffic Control Plan
- Driveway Details
- Driveway Summary
- Roadway Plan & Profile Sheets
- Miscellaneous Roadway Details
- Cross Sections (50' Interval and Driveways)
- Standards

Specifications

Cost Estimate

General Notes

Task 9: Bidding Phase Services

Prepare Bid-Tabs for processing by Purchasing Department.

Task 10: Construction Phase Services

Review shop drawings and respond to contractor RFIs. Prepare electronic as-built final drawings for the County based on construction red-lines provided by the County.

Deliverables:

50% Submittal:

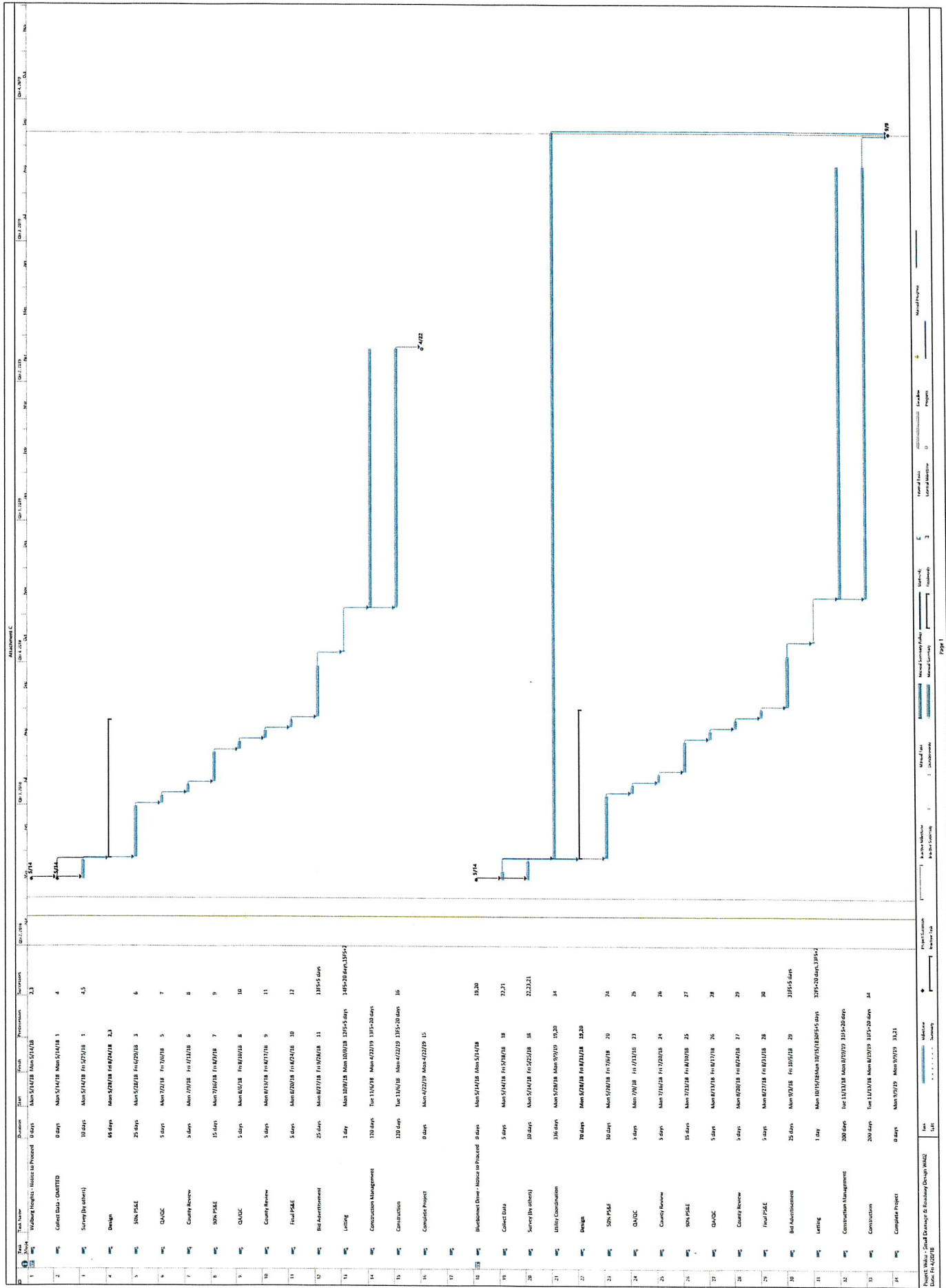
- 2 paper copies of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer's internal QA/QC marked up set

90% Submittal:

- 2 paper copies of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer's internal QA/QC marked up set

Final Submittal:

- 2 paper copies of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer's internal QA/QC marked up set
- Electronic copy of submittal documents in PDF format on CD



Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 1: Project Management (Included in Bluebonnet Dr Task 1)												0
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	
Labor Costs Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 2: Topographic and R.O.W. Surveys N/A												0
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	
Labor Costs Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 3: Preliminary Engineering												
3.1 Site Visit & Field Recon				4		4	4					12
3.2 OMITTED												0
3.3 Conceptual Geometric Layout			1			8	16					25
Scroll Plot with Plan & Profile (H: 1"=20', V: 1"=2')			1			2	2	4				9
Typical Sections (Existing & Proposed)			2			6		8				16
Cross-Sections (50' Intervals and Driveways)												0
3.4 Preliminary Drainage				4			8					12
Deliniate Drainage Areas				4			12					16
Calculate Peak Stormwater Runoff Rates (25-yr, 100-yr)				12		20	42	0	12	0	0	90
Labor Hours Subtotal	0	0	4	12	0	20	42	0	12	0	0	90
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	
Labor Costs Subtotal	\$	\$	\$ 920.00	\$ 2,520.00	\$	\$ 3,200.00	\$ 4,830.00	\$	\$ 1,104.00	\$	\$	\$ 12,574.00

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 4: Geotechnical Investigation N/A												0
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	
Labor Costs Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 5: Environmental Studies												0
N/A												0
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	\$
Labor Costs Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 6: Utility Coordination												0
N/A												0
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	\$
Labor Costs Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 7: FEMA Coordination												0
N/A												0
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	\$
Labor Costs Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In-Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 8: Final Engineering												
8.1 Plans												
Title Sheet			1			2			4			7
Index of Sheets			1			2			4			7
Estimate & Quantity Sheet			1			2	2		4			9
Typical Sections					1	1	4		2			7
Horizontal Alignment Data Sheet					2				2			4
Drainage Area Map			1	4					4			13
Erosion Control Plan (1"=50')			1	1	6		9		6			23
Traffic Control Plan			1		4		8		4			17
Driveway Details			1		2		4		4			11
Driveway Summary					2		4		4			10
Roadway Plan & Profile Sheets (1"=50')			2		12	18			9			41
Miscellaneous Roadway Details			1		4		4		4			11
Final Cross Sections (50' Intervals and driveways)			2		6	4			12			24
Standards				1	2	2	2		4			9
8.2 Specifications			1	1	4		6		4			12
8.3 Cost Estimate			1	1	10		6		4			18
8.4 General Notes			2	2	6		4		4		2	16
Labor Hours Subtotal	0	0	16	10	0	65	79	0	67	0	2	239
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	\$ 81,589.00
Labor Costs Subtotal	\$ -	\$ -	\$ 3,680.00	\$ 2,100.00	\$ -	\$ 10,400.00	\$ 9,085.00	\$ -	\$ 6,164.00	\$ -	\$ 170.00	\$ 43,400.00

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In-Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 9: Bidding Phase Services												
9.1 Prepare Bid Tabs			1			4						11
Labor Hours Subtotal	0	0	1	0	0	4	4	0	0	0	2	11
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	\$ 1,500.00
Labor Costs Subtotal	\$ -	\$ -	\$ 230.00	\$ -	\$ -	\$ 640.00	\$ 460.00	\$ -	\$ -	\$ -	\$ 170.00	\$ 1,500.00

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In-Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 10: Construction Phase Services												
10.1 Review Shop Drawings and RFIs			2		4	4	8				2	20
10.2 OMITTED			0			0	0					0
10.3 Project closeout, As-Builts and submittal of electronic files			1			4	4					9
Labor Hours Subtotal	0	0	3	0	4	8	12	0	0	0	2	29
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	\$ 43,400.00
Labor Costs Subtotal	\$ -	\$ -	\$ 690.00	\$ -	\$ 820.00	\$ 1,280.00	\$ 1,380.00	\$ -	\$ -	\$ -	\$ 170.00	\$ 43,400.00

DESCRIPTION	UNIT	COST/UNIT	QUANTITY	TOTAL COST	TOTAL MH BY TASK	TOTAL COST BY TASK
Task 1: Project Management					0	\$ -
Task 2: Topographic and R.O.W. Surveys					0	\$ -
Task 3: Preliminary Engineering					90	\$ 12,574.00
Task 4: Geotechnical Investigation					0	\$ -
Task 5: Environmental Studies					0	\$ -
Task 6: Utility Coordination					0	\$ -
Task 7: FEMA Coordination					0	\$ -
Task 8: Final Engineering					239	\$ 31,599.00
Task 9: Bidding Phase Services					11	\$ 1,500.00
Task 10: Construction Phase Services					29	\$ 4,940.00
SUBTOTAL LABOR COST					369	\$ 50,013.00

DIRECT EXPENSES

Description	Unit	Cost/Unit	Quantity	Total Cost
Mileage	mile	\$ 0.585		\$ -
Standard Postage - Letter	each	\$ 0.50		\$ -
Certified Letter Return Receipt	each	\$ 6.70		\$ -
Overnight Mail - Letter Size	each	\$ 25.00		\$ -
Overnight Mail - Oversized Box	each	\$ 30.00		\$ -
Courier Services	each	\$ 50.00		\$ -
Photocopies B/W (8 1/2" x 11")	each	\$ 0.25	50	\$ 12.50
Photocopies B/W (11" x 17")	each	\$ 0.50	216	\$ 108.00
Photocopies Color (8 1/2" x 11")	each	\$ 1.00		\$ -
Photocopies Color (11" x 17")	each	\$ 2.00		\$ -
Plots (B/W on Bond)	square foot	\$ 6.00		\$ -
Plots (Color on Bond)	square foot	\$ 8.00	96	\$ 768.00
CDs	each	\$ 0.50	1	\$ 0.50
SUBTOTAL DIRECT EXPENSES				\$ 409.00

SUMMARY	
SUBTOTAL LABOR COST	\$ 50,013.00
SUBTOTAL DIRECT EXPENSE	\$ 409.00
TOTAL	\$ 50,422.00

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In-Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 1: Project Management												
1.1 Progress Review Meetings (3 meetings: 50%, 90% & Final)			9			9				4	3	21
1.2 Invoicing and Progress Reports (4 months)	2		4									10
1.3 Subconsultants			4									4
1.4 QA/QC of Deliverables at 50%, 90% and FINAL			12	3		9						24
Labor Hours Subtotal	2	0	29	3	0	18	0	0	0	4	3	59
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	
Labor Costs Subtotal	\$ 530.00	\$	\$ 6,670.00	\$ 630.00	\$	\$ 2,880.00	\$	\$	\$	\$ 416.00	\$ 255.00	\$ 11,381.00

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In-Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 2: Topographic and R.O.M.C. Surveys												
N/A												0
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	
Labor Costs Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In-Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 3: Preliminary Engineering												
3.1 Site Visit & Field Recon				6		6	8					20
3.2 Data Collection			1			8	8				2	19
3.3 Conceptual Geometric Layout						8	20					30
Scroll Plot with Plan & Profile (H: 1"=20', V: 1"=2')			2			2	2		4			9
Typical Sections			1			12			16			30
Cross-Sections (50' Intervals and driveways)			2									0
3.4 Preliminary Drainage - OMITTED												0
Labor Hours Subtotal	0	0	16	6	0	36	38	0	20	0	2	108
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	
Labor Costs Subtotal	\$	\$	\$ 1,380.00	\$ 1,260.00	\$	\$ 5,760.00	\$ 4,370.00	\$	\$ 1,840.00	\$	\$ 170.00	\$ 14,786.00

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In-Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 4: Geotechnical Investigation												
N/A												0
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	
Labor Costs Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 5: Environmental Studies												0
N/A												0
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	\$
Labor Costs Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 6: Utility Coordination												0
N/A												0
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	\$
Labor Costs Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 7: FEMA Coordination												0
N/A												0
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	\$
Labor Costs Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Task & Final Engineering	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer in Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
8.1 Plans												0
Title Sheet			1			2			4			7
Index of Sheets			1			2			4			7
Estimate & Quantity Sheet			1		4	4	10		2			17
Typical Sections					2	2	6		8			16
Horizontal Alignment Data Sheet					2	2			2			4
Drainage Area Map - OMITTED												0
Erosion Control Plan (1"=50')			1	2		9	15		6			33
Traffic Control Plan			4		4	20	24		24			76
Driveway Details			1		10	6	6		12			29
Driveway Summary					4	4	12		4			20
Roadway Plan & Plan sheets (1"=50')			3		9	27	15		15			54
Miscellaneous Roadway Details			1		4	6	6		6			17
Final Cross Sections (50' intervals and driveways)			2		12	10	10		20			44
Standards				2	2	2	4		4			12
8.2 Specifications			1	2	2	6	6		4			15
8.3 Cost Estimate			1	2	12	8	8		23			23
8.4 General Notes			2	2	16	6	6				4	30
Labor Hours Subtotal	0	0	19	10	4	116	140	0	111	0	4	404
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	\$ 52,502.00
Labor Costs Subtotal	\$	\$ 4,570.00	\$ 2,100.00	\$ 820.00	\$ 18,560.00	\$ 16,100.00	\$	\$	\$ 10,212.00	\$	\$ 340.00	\$

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer in Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 9: Bidding Phase Services												
9.1 Prepare Bid Tabs			1			4	4					11
Labor Hours Subtotal	0	0	1	0	0	4	4	0	0	0	2	11
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	\$ 1,590.00
Labor Costs Subtotal	\$	\$	\$ 230.00	\$	\$	\$ 640.00	\$ 450.00	\$	\$	\$	\$ 170.00	\$

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer in Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 10: Construction Phase Services												
10.1 Review Shop Drawings and RFIs			2		4	6	8				2	22
10.2 OMITTED			0		0	0	0					0
10.3 Project closeout, As-Builts and submittal of electronic files			1		4	4	4					9
Labor Hours Subtotal	0	0	3	0	4	10	12	0	0	0	2	31
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	\$ 4,560.00
Labor Costs Subtotal	\$	\$	\$ 690.00	\$	\$ 820.00	\$ 1,600.00	\$ 1,380.00	\$	\$	\$	\$ 170.00	\$

DESCRIPTION	TOTAL WH BY TASK	TOTAL COST BY TASK
Task 1: Project Management	59	\$ 11,381.00
Task 2: Topographic and R.O.W. Surveys	0	\$ -
Task 3: Preliminary Engineering	108	\$ 14,780.00
Task 4: Geotechnical Investigation	0	\$ -
Task 5: Environmental Studies	0	\$ -
Task 6: Utility Coordination	0	\$ -
Task 7: FEMA Coordination	0	\$ -
Task 8: Final Engineering	404	\$ 52,502.00
Task 9: Bidding Phase Services	11	\$ 1,500.00
Task 10: Construction Phase Services	31	\$ 4,660.00
SUBTOTAL LABOR COST	613	\$ 85,263.00

DESCRIPTION	Unit	Cost/Unit	Quantity	Total Cost
Mileage	mile	\$ 0.595		\$ -
Standard Postage - Letter	each	\$ 0.50		\$ -
Certified Letter Return Receipt	each	\$ 6.70		\$ -
Overnight Mail - Letter Size	each	\$ 25.00		\$ -
Overnight Mail - Oversized Box	each	\$ 30.00		\$ -
Courier Services	each	\$ 50.00		\$ -
Photocopies B/W (8 1/2" x 11")	each	\$ 0.25	50	\$ 12.50
Photocopies B/W (11" x 17")	each	\$ 0.50	282	\$ 141.00
Photocopies Color (8 1/2" x 11")	each	\$ 1.00		\$ -
Photocopies Color (11" x 17")	each	\$ 2.00		\$ -
Plots (B/W on Bond)	square foot	\$ 6.00		\$ -
Plots (Color on Bond)	square foot	\$ 8.00	36	\$ 288.00
CDs	each	\$ 0.50	1	\$ 0.50
SUBTOTAL DIRECT EXPENSES				\$ 442.00

SUMMARY	
SUBTOTAL LABOR COST	\$ 85,263.00
SUBTOTAL DIRECT EXPENSE	\$ 442.00
TOTAL	\$ 85,705.00

Commissioners Court - Regular Session

12.

Meeting Date: 05/08/2018

Alliance WA3 Design Services for Drainage on CR150 CR460 and CR463

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$60,000.00 to expire on March 31, 2019 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for Drainage Improvements on CR 150, CR 460 and CR 463 for Williamson County Road and Bridge.

Background

Fiscal Impact

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

Attachments

Alliance WA3 Engineering Design Services for Drainage Improvements on CR 150, CR 460 and CR 463

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/01/2018

Reviewed By

Hal Hawes

Wendy Coco

Date

04/30/2018 08:53 AM

05/01/2018 08:39 AM

Started On: 04/27/2018 11:15 AM

WORK AUTHORIZATION NO. 3

**PROJECT: Engineering Design Services for Drainage Improvements on CR 150, CR 460
and CR 463**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 6, 2018 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$60,000.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on March 31, 2019. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20__.

ENGINEER:

Alliance Transportation Group

COUNTY:

Williamson County, Texas

By: 
Signature

By: _____
Signature

Clint Jumper
Printed Name

Printed Name

VP, Engineering
Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A

Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide

- Project direction, review and oversight.
- Easement document preparation and acquisition for temporary construction and drainage easements.
- Construction oversight, administration and management.

Attachment B

Services to be Provided by the Engineer

Project Locations

1. CR 150 - From CR 148 to FM 972
2. CR 460 - From CR 462 to CR 463
3. CR 463 - From CR 462 to CR 460

Task 1: Project Management

Attend Progress Review Meetings with County Road & Bridge department at 50%, 90% and Final. Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC.

Task 2: Topographic and R.O.W. Surveys

N/A

Task 3: Preliminary Engineering

Delineate drainage areas and perform runoff calculations for 5-yr, 10-yr, 25-yr storm events for parallel driveway pipes and non-bridge class cross culverts within the project limits, including Data Collection and Field Reconnaissance. Provide a scroll plot (1"=100') showing drainage area boundaries, time of concentration path, drainage area I.D., drainage areas (acres), with 2' LIDAR contours and aerial background provided by County. Provide table showing runoff calculation results.

Task 4: Geotechnical Investigation

N/A

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

N/A

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Calculate capacity of existing parallel driveway pipes and non-bridge class cross culverts. Determine parallel driveway pipes and non-bridge class culverts in need of replacement due to condition, inadequate capacity, or safety treatment. Provide 11x17 Plan & Plan Layout sheets (1"=50') for proposed improvements to parallel driveway pipes and non-bridge class cross culverts showing roadway centerline, stationing, approximate ROW, 2' LIDAR contours provided by County and aerial background. Provide Quantity Summary table for proposed drainage facility improvements. Provide exhibits (8.5"x11" Plan View) for Temporary Construction and/or Drainage Easements to

facility construction of proposed drainage improvements. Exhibits shall show roadway centerline, approximate ROW line, boundary and dimensions of proposed easement for the use in preparing easement documents by others.

Task 9: Bidding Phase Services

N/A

Task 10: Construction Phase Services

N/A

Deliverables:

50% Submittal:

- 2 copies of Scroll Plots of Drainage Areas and runoff calculations
- Quantity Summary
- Engineer's internal QA/QC marked up set

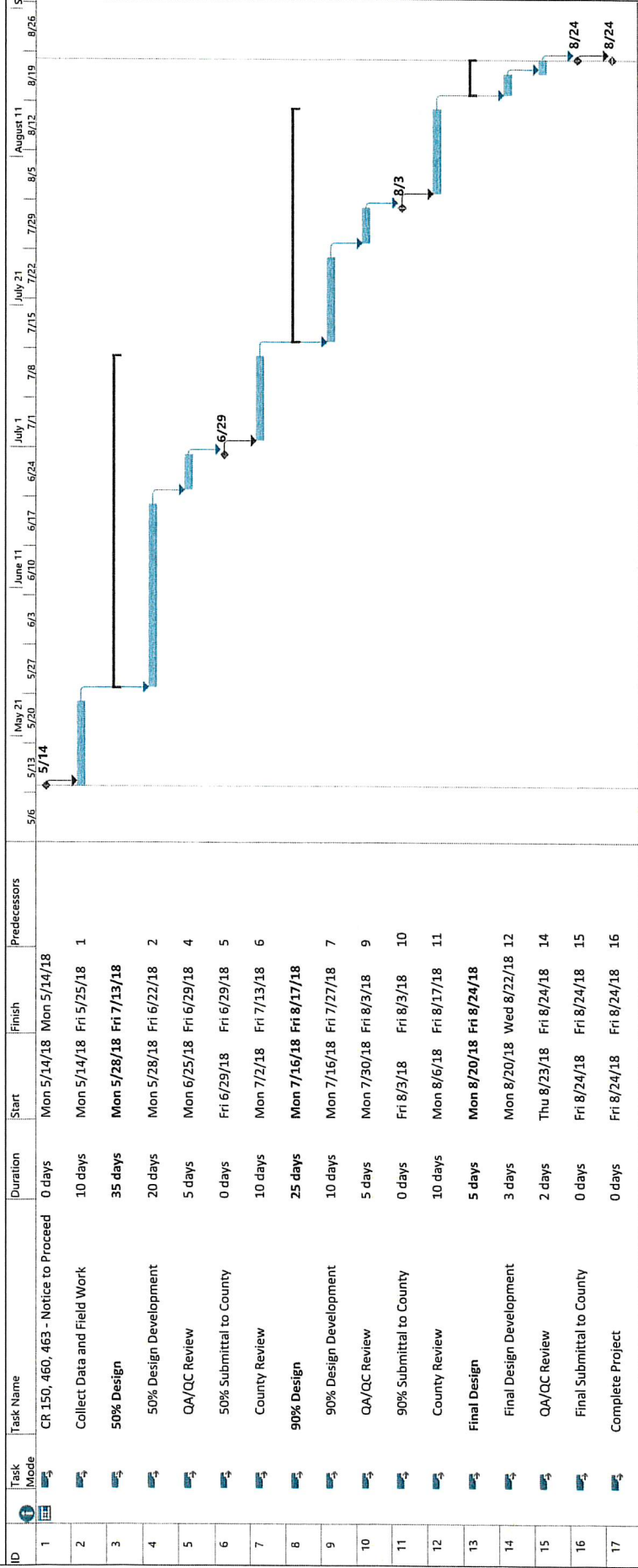
90% Submittal:

- 2 paper copies of 11" x 17" Plan Sheets
- 2 paper copies Temporary Construction and Drainage Easement Exhibits on 8.5" x 11"
- Quantity Summary
- Engineer's internal QA/QC marked up set

Final Submittal:

- 2 paper copies of 11" x 17" Plan Sheets
- 2 paper copies of Temporary Construction and Drainage Easement Exhibits on 8.5" x 11"
- Quantity Summary
- Engineer's internal QA/QC marked up set
- Electronic copy of submittal documents in PDF format on CD

Attachment C



Project: Wilco - Small Drainage & Roadway Design - WA03
 Date: Fri 4/20/18

Task Legend:

- Task: [Blue bar]
- Split: [Dashed line]
- Milestone Summary: [Diamond]
- Project Summary: [Blue bar]
- Inactive Task: [Dotted line]
- Inactive Milestone: [Dotted line]
- Inactive Summary: [Dotted line]
- Manual Task: [Blue bar]
- Duration-only: [Blue bar]
- Manual Summary Rollup: [Blue bar]
- Manual Summary: [Blue bar]
- Start-only: [Blue bar]
- Finish-only: [Blue bar]
- External Tasks: [Blue bar]
- External Milestone: [Diamond]
- Deadline: [Blue bar]
- Progress: [Blue bar]
- Manual Progress: [Blue bar]

Williamson County Small Drainage & Roadway Design (1711-206) - WA03

Attachment D

Stabilize Projects

- CR 150 - from CR 148 to RM 972
- CR 460 - from CR 462 to CR 463
- CR 463 - from CR 462 to CR 460

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In-Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 1: Project Management												
1.1 Progress Review Meetings (3 meetings: 50%, 90% & Final)			9	9		9					3	30
1.2 Invoking and Progress Reports (3 months)	3		3							3		9
1.3 Subconsultants												0
1.4 QA/QC of Deliverables at 50%, 90% and FINAL			9	6								15
Labor Hours Subtotal	3	0	21	15	0	9	0	0	0	3	3	54
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	
Labor Costs Subtotal	\$ 795.00	\$ 0	\$ 4,830.00	\$ 3,150.00	\$ 0	\$ 1,440.00	\$ 0	\$ 133.00	\$ 92.00	\$ 312.00	\$ 255.00	\$ 10,782.00

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In-Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 2: Topographic and R.O.W. Surveys												
N/A												0
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	
Labor Costs Subtotal	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In-Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 3: Preliminary Engineering												
3.1 Site Visit & Field Recon				8			8					16
3.2 Delineate Drainage Areas			1	3			8					12
CR 150			2	6			16					24
CR 460 & CR 463			1	8			24					33
3.3 Calculate Peak Stormwater Runoff Rates												0
3.4 Scroll plot showing drainage area boundaries, time of concentration paths, and areas (Ac)			1	3			8		6			18
CR 150			2	6			10		8			26
CR 460 & CR 463			1	4		2	4					11
3.5 Drainage Memo												0
Labor Hours Subtotal	0	0	8	38	0	2	78	0	14	0	0	140
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	
Labor Costs Subtotal	\$ 0	\$ 0	\$ 1,840.00	\$ 7,980.00	\$ 0	\$ 320.00	\$ 8,970.00	\$ 0	\$ 1,288.00	\$ 0	\$ 0	\$ 20,598.00

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In-Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor-Hours & Costs
Task 4: Geotechnical Investigation												0
N/A												0
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	\$
Labor Costs Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In-Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor-Hours & Costs
Task 5: Environmental Studies												0
N/A												0
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	\$
Labor Costs Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In-Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor-Hours & Costs
Task 6: Utility Coordination												0
N/A												0
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	\$
Labor Costs Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer In-Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor-Hours & Costs
Task 7: FEMA Coordination												0
N/A												0
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Contract Labor Rate Per Hour	\$ 265.00	\$ 244.00	\$ 230.00	\$ 210.00	\$ 205.00	\$ 160.00	\$ 115.00	\$ 133.00	\$ 92.00	\$ 104.00	\$ 85.00	\$
Labor Costs Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

DESCRIPTION	TOTAL UNIT BY TASK	TOTAL COST BY TASK
Task 1: Project Management	54	\$ 10,782.00
Task 2: Topographic and R.O.W. Surveys	0	\$ -
Task 3: Preliminary Engineering	140	\$ 20,398.00
Task 4: Geotechnical Investigation	0	\$ -
Task 5: Environmental Studies	0	\$ -
Task 6: Utility Coordination	0	\$ -
Task 7: FEMA Coordination	0	\$ -
Task 8: Final Engineering	204	\$ 26,160.00
Task 9: Bidding Phase Services	0	\$ -
Task 10: Construction Phase Services	0	\$ -
SUBTOTAL LABOR COST:	398	\$ 57,340.00

DESCRIPTION	Unit	Cost/Unit	Quantity	Total Cost
Mileage	mile			\$ -
Standard Postage - Letter	each			\$ -
Certified Letter Return Receipt	each			\$ -
Overnight Mail - Letter Size	each	\$ 25.00		\$ -
Overnight Mail - Oversized Box	each	\$ 30.00		\$ -
Courier Services	each	\$ 50.00		\$ -
Photocopies B/W (8 1/2" x 11")	each	\$ 0.25	48	\$ 12.00
Photocopies B/W (11" x 17")	each	\$ 0.50	148	\$ 74.00
Photocopies Color (8 1/2" x 11")	each	\$ 1.00		\$ -
Photocopies Color (11" x 17")	each	\$ 2.00		\$ -
Plots (B/W on Bond)	square foot	\$ 6.00		\$ -
Plots (Color on Bond)	square foot	\$ 8.00	180	\$ 1,440.00
CDs	each	\$ 0.50		\$ -
SUBTOTAL DIRECT EXPENSES:				\$ 1,526.00

SUMMARY	
SUBTOTAL LABOR COST	\$ 57,340.00
SUBTOTAL DIRECT EXPENSE	\$ 1,526.00
TOTAL	\$ 58,866.00

Commissioners Court - Regular Session

13.

Meeting Date: 05/08/2018

Discuss consider and take appropriate action on approval of the final plat for the Siena Sec 7 subdivision - Pct 4

Submitted For: Terron Evertson

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Siena Section 7 subdivision - Pct 4.

Background

This is the next section of the Siena development. It consists of 79 single family lots, 1 open space lot and 3,319 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Final Plat - Siena Sec 7

Form Review

Inbox

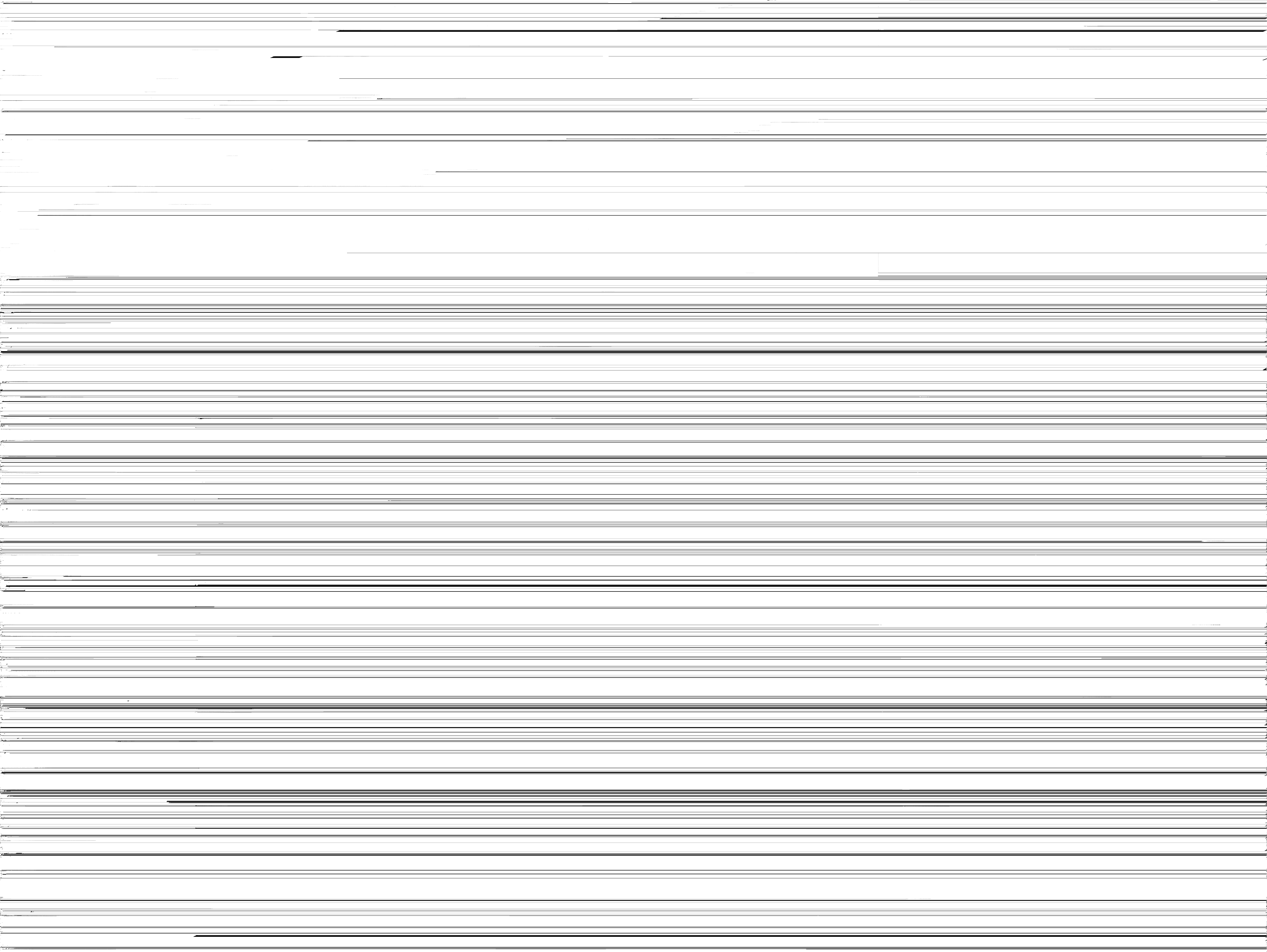
County Judge Exec Asst.
Form Started By: Adam Boatright
Final Approval Date: 05/03/2018

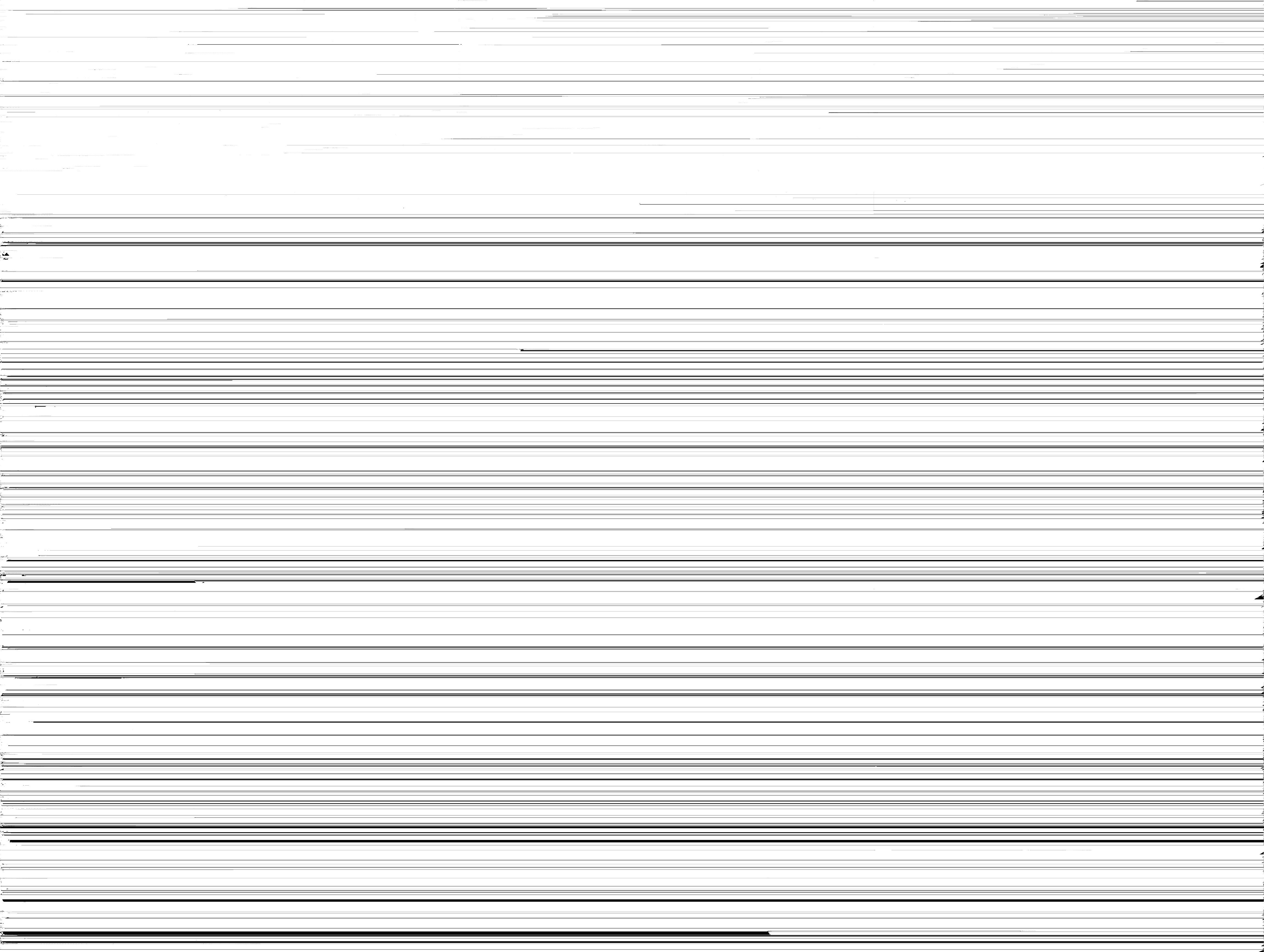
Reviewed By

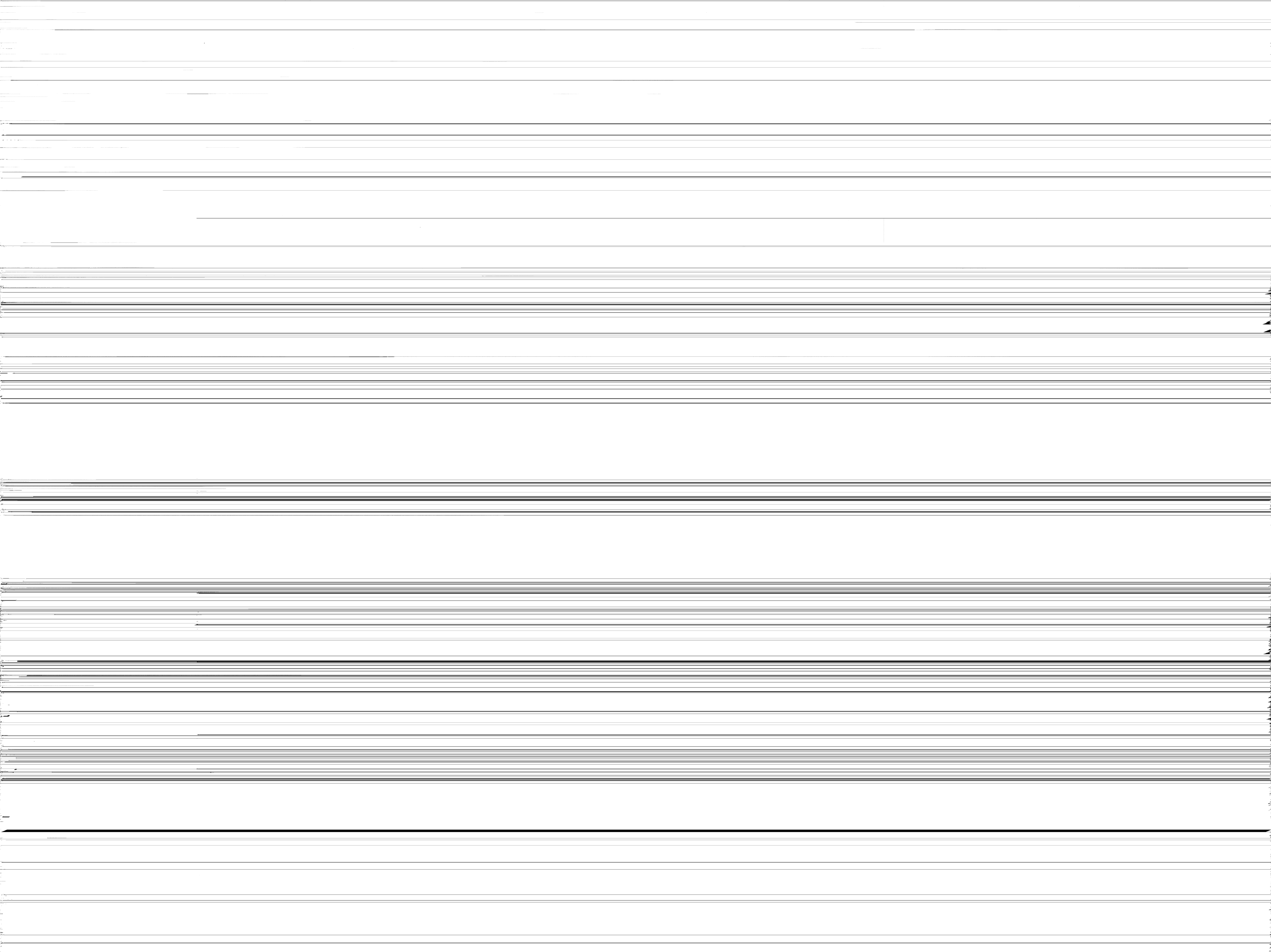
Wendy Coco

Date

05/03/2018 11:31 AM
Started On: 05/03/2018 11:12 AM







Commissioners Court - Regular Session

14.

Meeting Date: 05/08/2018

Discuss consider and take appropriate action on approval of the replat for the West Station subdivision - Pct 4

Submitted For: Terron Evertson

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the replat for the West Station subdivision - Pct 4.

Background

This subdivision consists of two lots and no new public roads. It is a replat of Lot 2 of the previously approved Lakeview Acres subdivision.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Replat - West Station Sub

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 05/03/2018

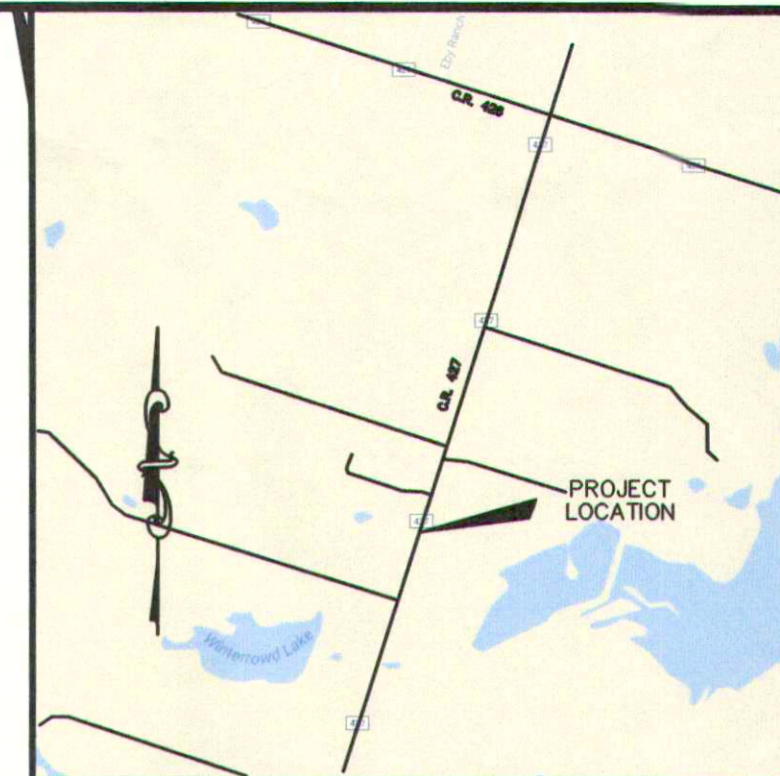
Reviewed By

Wendy Coco

Date

05/03/2018 11:31 AM

Started On: 05/03/2018 11:21 AM



SCALE: NONE

WEST STATION SUBDIVISION, A RE-SUBDIVISION OF LOT 2, LAKEVIEW ACRES AS RECORDED IN CABINET "G", SLIDE 237, PLAT RECORDS OF WILLIAMSON COUNTY AND ALL OF "TRACT TWO - 0.673 ACRE" AS RECORDED IN DOCUMENT NO. 2013012104, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
FINAL PLAT



BILLY RICHARD WEST,
P.O. BOX 159 HUTTO,
(512) 739-4084
REQUEST1949@MSN.COM

BOBBY WAYNE WEST,
512 EVERHART LANE, AUSTIN
(512) 445-7037
BOBBYWEST@SBCGLOBAL

BRYAN TECHNICAL SERVICES, INC.



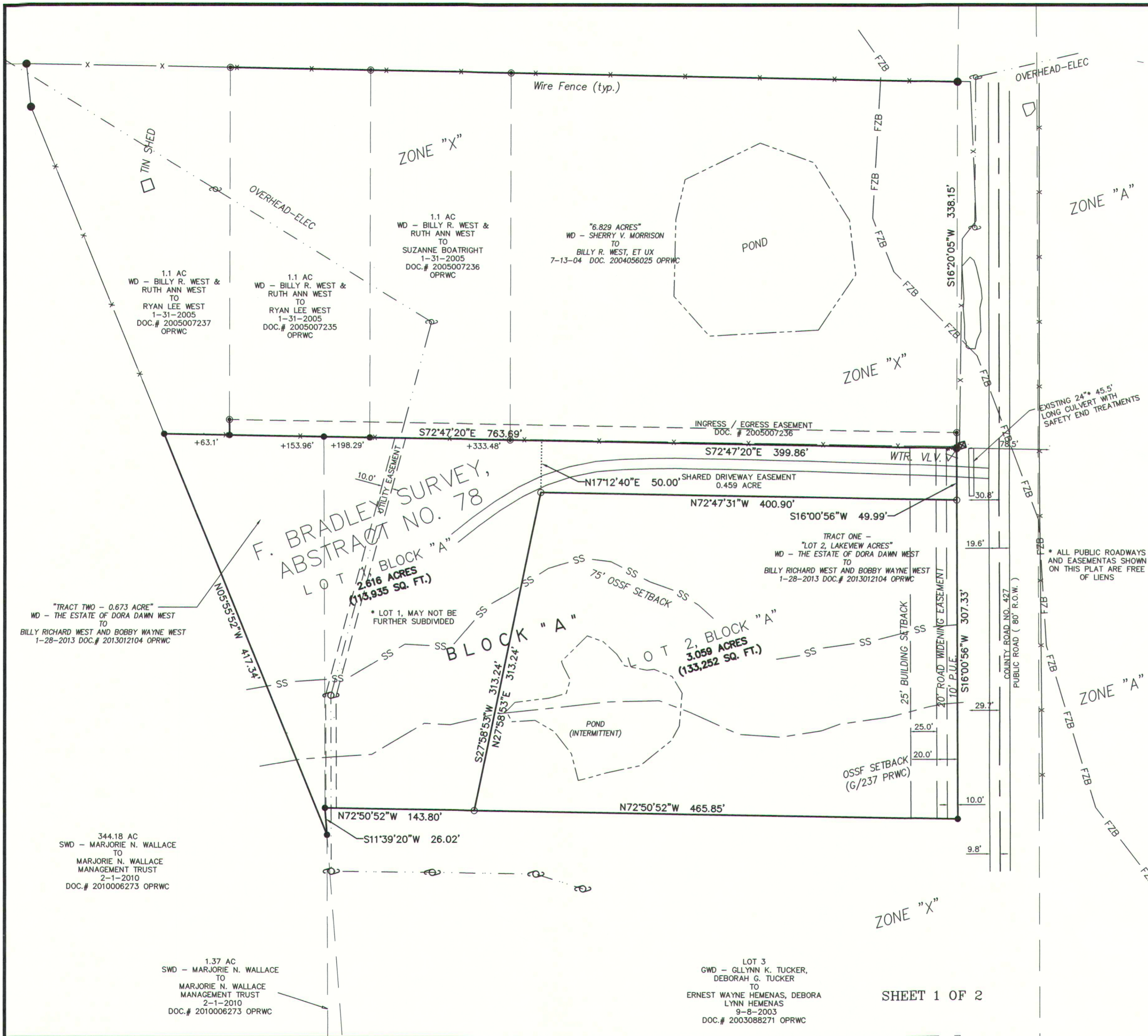
911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500
surveying@austin.rr.com
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: PT	CHECKED BY: BLB
SCALE: 1" = 60	APPROVED BY: BLB
PROJECT NO. 17-256	DATE: OCTOBER 25, 2017



SHEET 1 OF 2

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, BILLY RICHARD WEST co-owner of those certain tracts of land shown hereon and described in a warranty deed recorded in Document No. 2013012104 of the Official Records of Williamson County, Texas, do hereby state that there are no lien holders of either tract and do hereby subdivide said tracts as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as WEST STATION SUBDIVISION.

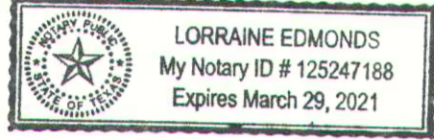
TO CERTIFY WHICH, WITNESS by my hand this 23 day of April 2018.

Billy Richard West <Owner's signature>
Billy Richard West <PRINTED NAME>

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 23 DAY OF April 2018.

Lorraine Edmonds
NOTARY PUBLIC, STATE OF TEXAS
Lorraine Edmonds
PRINTED NAME
MY COMMISSION EXPIRES: 3/29/21



STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, BOBBY WAYNE WEST co-owner of those certain tracts of land shown hereon and described in a warranty deed recorded in Document No. 2013012104 of the Official Records of Williamson County, Texas, do hereby state that there are no lien holders of either tract and do hereby subdivide said tracts as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as WEST STATION SUBDIVISION.

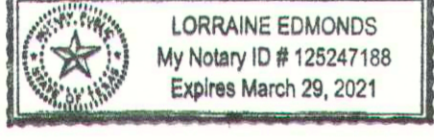
TO CERTIFY WHICH, WITNESS by my hand this 23 day of April 2018.

Bobby Wayne West <Owner's signature>
Bobby Wayne West <PRINTED NAME>

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 23 DAY OF April 2018.

Lorraine Edmonds
NOTARY PUBLIC, STATE OF TEXAS
Lorraine Edmonds
PRINTED NAME
MY COMMISSION EXPIRES: 3/29/21




ENGINEER'S CERTIFICATION

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

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT, TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS 27 DAY OF April 2018.

Dennis Wade Hill
DENNIS WADE HILL
REGISTERED PROFESSIONAL ENGINEER
NO. 54627, STATE OF TEXAS
Exp Reg # 3532



WEST STATION SUBDIVISION, A
RE-SUBDIVISION OF LOT 2,
LAKEVIEW ACRES AS RECORDED IN
CABINET "G", SLIDE 237, PLAT
RECORDS OF WILLIAMSON COUNTY
AND ALL OF "TRACT TWO - 0.673
ACRE" AS RECORDED IN DOCUMENT
NO. 2013012104, OFFICIAL PUBLIC
RECORDS OF WILLIAMSON COUNTY
FINAL PLAT

5.675 ACRES

These notes describe that certain tract of land located in the F. BRADLEY SURVEY, ABSTRACT No. 78, situated in Williamson County, Texas; subject tract being all of "Tract One - Lot 2, Lakeview Acres" and "Tract Two - 0.673 Acre", both conveyed in a Warranty Deed Estate of Dora Dawn West to Billy Richard West and Bobby Wayne West dated 1-28-2013 of record in Document No. 2013012104, Official Public Records of Williamson County (OPRC), being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the month of April, 2017 and being more fully described as follows:

COMMENCING at a found 1/2" Iron rod at the Northeast corner of said "6.829 Acres" conveyed in a General Warranty Deed from Sherry V. Morrison to Billy R. West, et ux dated 7-13-2004 and recorded in document 2004056025 OPRWC in the West line of County Road No. 427; THENCE South 16' 20'05" West with the West line of said County Road 427 and "6.829 Acres", a distance of 338.15 feet to a found 1/2" Iron rod at the Southeast corner of said "6.829 Acres", same being the Northeast corner of aforementioned "Lot 2, Lakeview Acres", a dedicated subdivision, plat of which is recorded in Cabinet "G", Slide 237, Plat Records of Williamson County, and the PLACE OF BEGINNING of this description;

THENCE South 16' 00'56" West continuing along the West line of C.R. 427 and East line of said "Lot 2, Lakeview Acres", a distance of 357.32 feet to a found 1/2" Iron rod being the Southwest corner of subject tract and the Southeast said "Lot 2, Lakeview Acres", same being the Northeast corner of "Lot 3, Lakeview Acres" conveyed in a General Warranty Deed from Glynn K. Tucker and Deborah G. Tucker to Ernest Wayne Hemenas and Debora Lynn Hemenas dated 9-8-2003 and recorded in Document No. 2003088271, OPRWC;

THENCE South 72' 50'52" West along the common line of said Lots 2 and 3, a distance of 609.64 feet to a found 1/2" Iron rod at the Southwest corner of said "Lot 2", same being the Northwest corner of said "Lot 3" in the East line of aforementioned "Tract Two - 0.673 Acre";

THENCE South 11' 39'20" West with the East line of said "Tract Two - 0.673 Acre" and West line of said "Lot 2", a distance of 26.02 feet to a found 1/4" Iron rod at the South corner of said "Tract Two - 0.673 Acre", same being an exterior corner of a called "344.18 Acres" conveyed to the Marjorie N. Wallace Management Trust of record in Document No. 2010006273, OPRWC;

THENCE North 05' 55'52" West with the common line of aforementioned "Tract Two - 0.673 Acre" and "344.18 Acres", a distance of 417.34 feet to a found 1/4" Iron rod at the Westernmost corner of said "Tract Two - 0.673 Acre", same being the Southwest corner of a called "1.100 Acres" conveyed in a Warranty Deed from Billy R. West and Ruth Ann West to Ryan Lee West dated 1-28-2005 and recorded in Document No. 2005007237, OPRWC;

THENCE South 72' 47'20" East with the common line of said "Tract Two - 0.673 Acre" and "1.100 Acres", passing a found 1/4" Iron rod at the Southeast corner of said "1.100 Acres" at 63.08 feet, same being the Southwest corner of a called "1.100 Acres" conveyed in a Warranty Deed from Billy R. West and Ruth Ann West to Richard Craig West dated 1-28-2005 and recorded in Document No. 2005007235, OPRWC, and continuing with the common line of said "Tract Two - 0.673 Acre" and "Richard Craig West 1.100 Acres", passing a found 1/4" Iron rod at the Northeast corner of said "Tract Two - 0.673 Acre" at 153.96 feet, same being the Northwest corner of aforementioned "Lot 2 - Lakeview Acres", and continuing with the common line of said "Lot 2 - Lakeview Acres" and "Richard Craig West 1.100 Acres", passing a found 1/4" Iron rod at the Southeast corner of said "Richard Craig West 1.100 Acres", at 198.29 feet, same being the Southwest corner of a called "1.100 Acres" conveyed in a Warranty Deed from Billy R. West and Ruth Ann West to Suzanne Boatwright dated 1-28-2005 and recorded in Document No. 2005007236, OPRWC, and continuing with the common line of said "Lot 2 - Lakeview Acres" and "Suzanne Boatwright 1.100 Acres", at 333.48 feet passing a found 1/4" Iron rod at the Southeast corner of said "Suzanne Boatwright 1.100 Acres", same being the Southwest corner of aforementioned "Billy R. West - 6.829 Acres", and continuing with the common line of said "Lot 2 - Lakeview Acres" and "Billy R. West - 6.829 Acres", an additional 430.15 feet for a total distance of 763.69 feet to the PLACE OF BEGINNING containing according to the dimensions herein stated an area of 5.675 Acres of land.

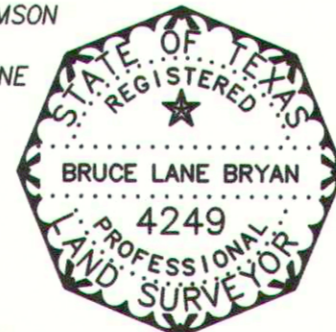
SURVEYOR'S CERTIFICATE

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

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS 29 DAY OF April, 2018

THIS TRACT IS NOT LOCATED IN THE EDWARD AQUIFER RECHARGE ZONE

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



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

J. Terron Everton
J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER

5/3/18
Date

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 24th DAY OF April, 2018 A.D.

Jesusa Baker Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

GENERAL PLAT NOTES

- THE BEARINGS SHOWN HEREON ARE ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, 93 ADJUSTMENT.
- ALL SET IRON RODS HAVE ORANGE PLASTIC CAPS STAMPED "BRYAN TECH SERVICES".
- LOTS 1 AND 2 MAY NOT BE FURTHER SUBDIVIDED.
- CERTIFICATION FROM A REGISTERED PROFESSIONAL ENGINEER AS TO THE SIZE OF THE SIZE OF THE DRIVEWAY DRAINAGE CULVERT PIPES FOR EACH LOT IN THE SUBDIVISION SHALL BE SHOWN ON THE PLAT. SIZE (18" MIN), LENGTH (22' MINIMUM) AND INVERT ELEVATIONS FOR CULVERTS MUST BE SHOWN FOR EACH LOT IN A TABLE ON THE PLAT AND IN ALL DEED RESTRICTIONS. LARGER OR LONGER DRAIN PIPES SHALL BE INSTALLED IF NECESSARY TO HANDLE DRAINAGE BASED UPON A 25-YEAR FLOW FREQUENCY. USE OF "DIP TYPE" DRIVEWAYS ARE PERMITTED AS LONG AS THE GRADE BREAKS ARE LESS THAN 15%. CULVERTS SHALL INCLUDE A SAFETY END TREATMENT. A CULVERT MEETING THESE REQUIREMENTS IS EXISTING AND WAS INSTALLED BY WILLIAMSON COUNTY ROAD AND BRIDGE DEPARTMENT. A SHARED DRIVEWAY EASEMENT IS PROPOSED WHICH WILL CONTINUE TO UTILIZE ONLY THIS CULVERT.
- ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED
- A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE BFE, WHICHEVER IS HIGHER.
- RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY; THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- WATER SERVICE WILL BE PROVIDED BY SOUTHWEST MILAM WATER SUPPLY COMPANY.
- SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

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

Dan Gattis
DAN GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, 20____, A.D., AT ___ O'CLOCK, ___ M., AND DULY RECORDED THIS THE DAY OF _____, 20____, A.D., AT ___ O'CLOCK, ___ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____

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

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

BY: _____ DEPUTY

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76754

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500
surveying@austin.rr.com
www.bryantechservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: PT CHECKED BY: BLB
SCALE: 1" = N/A APPROVED BY: BLB
PROJECT NO. 17-256 DATE: JULY 24, 2017

Commissioners Court - Regular Session

15.

Meeting Date: 05/08/2018

Mental Health Awareness Month

Submitted For: Cynthia Long

Submitted By: Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on proclamation observing the month of May as "Mental Health Awareness Month".

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Proclamation

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 10:31 AM

Started On: 05/03/2018 09:18 AM

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

That on the 8th day of May 2018 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

PROCLAMATION

WHEREAS, the month of May 2018 is observed as Mental Health Awareness month and this year's theme of Mental Health America is "*Fitness #4Mind4Body*"; and

WHEREAS, mental health is essential to everyone's overall health and well-being is tied to the balance that exists between our emotional, physical, spiritual and mental health; and

WHEREAS, 1 in 5 Americans will have a mental illness in any given year that, if left untreated, can lead to lost productivity, broken relationships, significant dysfunction and continuing effect on children in care; and

WHEREAS, studies consistently reaffirm that adults and youth with serious mental illness who do not receive mental health care are twice as likely to spend time in jails and prisons at a much greater cost to taxpayers; and

WHEREAS, according to Mental Health America individuals can help build and maintain well-being and wellness by striving to: eat a healthy balanced diet, participate in regular exercise, enjoy relaxation with friends and loved ones, and get plenty of rest; and

WHEREAS, Williamson County has approximately 3,200 acres of parkland and more than 300 miles of trails for outdoor enjoyment and exercise, helping it to be ranked as the second healthiest place to live in the State of Texas, when comparing the 254 counties; and

WHEREAS, preventing mental health and substance use conditions can lead to improved general health, greater academic success for students, a more productive economy, and families that stay together; and

WHEREAS, businesses, schools, governments, churches and health care providers can work with citizens to promote mental wellness and support prevention efforts in our communities.

NOW THEREFORE BE IT PROCLAIMED; that the Williamson County Commissioners Court observes the month of May as "Mental Health Awareness Month".

PROCLAIMED THIS 8TH DAY OF MAY 2018.

Dan A. Gattis – County Judge

Commissioners Court - Regular Session

16.

Meeting Date: 05/08/2018

Older American Month

Submitted For: Cynthia Long

Submitted By: Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on proclamation declaring the month of May 2018 as "Older Americans Month".

Background

CAPCOG's Area Agency on Aging of the Capital Area provides quality services to support and advocate for the health, safety and well-being of older adults in the 10-county region.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Proclamation

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 08:08 AM

Started On: 05/03/2018 06:56 AM

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

That on the 8th day of May 2018 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

PROCLAMATION

WHEREAS, Williamson County is home to over 65,000 citizens age 65 years or older; and

WHEREAS, we acknowledge Williamson County is committed to engaging and supporting older adults, their families and caregivers; and

WHEREAS, we acknowledge the importance of taking part in activities that promote physical, mental and emotional well-being – no matter your age; and

WHEREAS, Williamson County can provide opportunities to enrich the lives of individuals of all ages by:

- Promoting home and community-based services that support independent living;
- Involving older adults in community planning, events, and other activities; and
- Providing opportunities for older adults to work, volunteer, learn, lead, and mentor.

NOW THEREFORE, BE IT RESOLVED, that Williamson County Commissioners Court declares the month of May 2018 to be “*Older Americans Month*”. We urge every resident to take time during this month to recognize older adults and the people who serve them as vital parts of our community.

PROCLAIMED THIS 8TH DAY OF MAY 2018.

Dan A. Gattis, County Judge

Commissioners Court - Regular Session

17.

Meeting Date: 05/08/2018

Presentation by Alvin Lankford

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation from Alvin Lankford, Chief Appraiser, Williamson Central Appraisal District.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 03/27/2018

Reviewed By

Wendy Coco

Date

03/27/2018 08:25 AM

Started On: 03/23/2018 10:20 AM

Commissioners Court - Regular Session

18.

Meeting Date: 05/08/2018

Reclass and Salary Study Processes

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear a presentation from the Sr. Director of Human Resources related to the reclassification and salary study processes, including a review of the requests received as part of the budget process for FY19.

Background

This presentation will provide clarification on the two processes related to FY19 reclassification requests and the salary study.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Reclass Process

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 08:08 AM

Started On: 05/02/2018 05:17 PM

FY19 Reclassification & Salary Study Processes

Budget FY19 Reclass & Salary Study

Reclassification Requests:
17 departments/offices, 176 total positions

Department/Office	Total Position in Dept/Office	Reclassification Requests (by position)	Percentage of Dept/Office being Reclassed	Fiscal Impact
District Attorney	38	36	95%	\$225,375.49
911 Communications	70	9	13%	\$36,412.19
Tax	59	42	71%	\$22,931.64
Magistrate	10	5	50%	\$22,220.90
Building Maintenance	28	3	11%	\$18,473.51
Juvenile Services	164	2	1%	\$15,301.82
District Clerk	33	8	24%	\$8,923.06
Veteran Services	6	3	50%	\$6,763.09
HazMat	4	4	100%	\$5,994.04
Sheriff's Office	222	3	1%	\$5,296.77
Constable Pct I	13	1	8%	\$4,572.87
County Court at Law #2	4	1	25%	\$3,300.80
Emergency Services	3	1	33%	\$2,858.18
Corrections	314	13	4%	\$1,789.78
Unified Road Systems	131	28	21%	\$1,490.35
Emergency Medical Services	147	12	8%	\$0.00
Fleet	17	5	29%	\$0.00
Subtotal				\$381,704.49
FICA/Retirement				\$82,410.00
Grand Total				\$464,114.49

Salary Study – 1st Cycle

- Policy approved by Commissioners Court on 10/31/17
- FY19 - 8 depts/offices, 73 classifications, 602 positions



Reclass vs. Salary Study Process

Reclass Process: not a salary study

- Obtain salary data from market
- HR recommendations are limited to new mandates, functional changes or urgent needs
- HR recommendations entered into PowerPlan (no meetings before)
- Position may be included in an upcoming salary study resulting in changes

Salary study process:

- Defined process including:
 - Collaborative job analysis & job description design process
 - Collaborative market data review process



Salary Study: Cycle 1

Where Are We?

- ▶ FY19 salary study process
 - Collaboration with market ✓
 - Initial review of policy/processes ✓
 - Initial meetings completed ✓
 - Job analysis tools completed by employees/management ✓
 - Job descriptions design/creation – May 10th
 - Salary survey sent to “market” - May 14th
 - Deadline “market” data - June 4th
 - Recommendation meetings – Early July
 - Presentation to Court - August 7th

Future Considerations

- ▶ Review all compensation policies/processes including:
 - Merit
 - Reclassifications/position changes
 - New position funding
 - New employee salary maximums
 - Supplemental pay, etc. (on-call, FTO, etc.)

Questions or Comments?

Commissioners Court - Regular Session

19.

Meeting Date: 05/08/2018

Public Hearing

Submitted For: Cheryl Schneider

Submitted By: Tara Raymore, Human Resources

Department: Animal Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 Conduct public hearing relating to a request by the Williamson County Regional Animal Shelter to increase the budgeted salary amount for three Animal Care Specialist positions, positions #9988, 9982 and 9995 in Animal Services and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

Background

The reason for the payment in excess of the budgeted amount is due to an increase in the hours worked for the positions moving the positions from part-time to full-time. The payment will be made through the regular payroll process using donation funds. The public purpose served is providing the services necessary for care of animals being relocated during the construction and renovation of the Animal Shelter.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Tara Raymore
Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 08:08 AM
Started On: 05/02/2018 02:42 PM

Commissioners Court - Regular Session

20.

Meeting Date: 05/08/2018

Part-time to Full-time Positions

Submitted For: Cheryl Schneider

Submitted By: Tara Raymore, Human Resources

Department: Animal Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a request by the Williamson County Regional Animal Shelter to increase the budgeted salary amount for three Animal Care Specialist positions, positions #9988, 9982 and 9995 in Animal Services from the budgeted annual salary amount of \$21,539.24 to the increased salary amounts of \$28,839.20 (9988 & 9982) and \$28,849.60 (9995) and changing all three positions from Part-time to Full-time with benefits through 9/30/2018.

Background

This change is being requested in order to move three part-time positions to full time with benefits through 9/30/2018 in order to meet the needs of Animal Services while construction and renovations are taking place at the Animal Shelter.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Tara Raymore
Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 08:08 AM
Started On: 05/02/2018 02:43 PM

Commissioners Court - Regular Session

21.

Meeting Date: 05/08/2018

New Position Request

Submitted For: Cheryl Schneider

Submitted By: Tara Raymore, Human Resources

Department: Animal Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving 2 new full-time positions (1 – Animal Care Specialist & 1 – Admin Tech) and 1 new part-time position (Animal Care Specialist) for the Williamson County Regional Animal Shelter to be funded through the donations received by the Williamson County Regional Animal Shelter for the remainder of FY18.

Background

These positions will provide service to the animals that are being relocated due to construction and renovations.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Tara Raymore
Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 08:08 AM
Started On: 05/02/2018 02:39 PM

Commissioners Court - Regular Session

22.

Meeting Date: 05/08/2018

Animal Shelter Fund BA 5-8

Submitted For: Melanie Denny

Submitted By: Melanie Denny, 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 Williamson County Regional Animal Shelter Fund.

Background

Donations received for the Animal Shelter capital campaign will be used for additional staff time to house the animals at the Showbarn during construction. Funds will be transferred from the Animal Shelter Donation Fund to the Animal Shelter Operating Fund to offset the additional personnel costs through the end of the fiscal year. Three part time positions will move from part time positions to full time positions due to the increase in hours.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0545.0000.380546	Trans fm A.S. Donation Fd	\$15,155.80

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 10:31 AM

Started On: 05/02/2018 03:37 PM

Commissioners Court - Regular Session

23.

Meeting Date: 05/08/2018

Animal Shelter Fund BA 5-8

Submitted For: Melanie Denny

Submitted By: Melanie Denny, 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 Williamson County Regional Animal Shelter Fund.

Background

Donations received for the Animal Shelter capital campaign will be used for additional staff time to house the animals at the Showbarn during construction. Funds will be transferred from the Animal Shelter Donation Fund to the Animal Shelter Operating Fund to offset the additional personnel costs through the end of the fiscal year. Three part time positions will move from part time positions to full time positions due to the increase in hours.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0545.0545.001100	Salaries	\$8,785.92
	0545.0545.002010	FICA	\$672.12
	0545.0545.002020	Retirement	\$1,224.76
	0545.0545.002030	Medical ER	\$4,473.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 10:31 AM

Started On: 05/02/2018 03:43 PM

Commissioners Court - Regular Session

24.

Meeting Date: 05/08/2018

Animal Shelter Capital Donation BA 5-8

Submitted For: Melanie Denny

Submitted By: Melanie Denny, 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 Williamson County Regional Animal Shelter Donation Fund.

Background

The donations are prior year collections for the shelter expansion. These donations are to be used for the FF&E purchases and personnel costs related to the expansion. Miscellaneous expense and Equipment >\$5,000 will be used to track FF&E capital and non-capital purchases. The total FF&E is \$87,898.10. Two new full time and one new part time positions are to be paid from the donation fund in the amount of \$36,698.64. An additional \$15,155.80 will be transferred to the Animal Shelter fund to offset additional personnel costs needed at the Showbarn. Three part time positions will move from part time positions to full time positions due to the increase in hours.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.001100	Salaries	\$19,839.75
	0546.0546.001110	Part Time Salaries	\$6,663.78
	0546.0546.002010	FICA	\$2,027.52
	0546.0546.002020	Retirement	\$3,694.59
	0546.0546.002030	Medical ER	\$4,473.00
	0546.0546.000545	Trans to A.S. Fund	15,155.80
	0546.0546.004999	Miscellaneous	\$20,533.84
	0546.0546.005003	Equipment > \$5,000	\$67,344.26

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

County Auditor (Originator)

Form Started By: Melanie Denny

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Melanie Denny

Date

05/03/2018 10:31 AM

05/03/2018 11:58 AM

Started On: 05/02/2018 03:52 PM

Commissioners Court - Regular Session

25.

Meeting Date: 05/08/2018

CC at Law 1 Vacancy

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 the vacancy in the office of Judge of Williamson County Court at Law No. 1.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 10:31 AM

Started On: 05/03/2018 09:23 AM

Commissioners Court - Regular Session

26.

Meeting Date: 05/08/2018

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for County Court at Law #1.

Background

Since Judge Brooks has retired, we will need additional monies in the visiting judge line item to cover that absence beginning May 7, 2018 through September 30, 2018. This estimate is based on 21 weeks, 5 days/week at a daily rate of \$628. While the Budget Order/Policy prohibits transfers out of position based lines, we are asking for an exception due to the nature of the need, using salary dollars to contract out instead.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0426-001100	CCL#1/FT Salaries	\$65,940
To	0100-0426-004010	CCL#1/Visiting Judges	\$65,940

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Ashlie Koenig
Final Approval Date: 05/01/2018

Reviewed By

Wendy Coco

Date

05/01/2018 04:52 PM
Started On: 05/01/2018 03:30 PM

Commissioners Court - Regular Session

27.

Meeting Date: 05/08/2018

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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 04/18/2018

Reviewed By

Wendy Coco

Date

04/18/2018 03:18 PM

Started On: 04/18/2018 11:34 AM

Commissioners Court - Regular Session

28.

Meeting Date: 05/08/2018

1604-075 CR 110 South Notice of Intent Renewal

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding a notice of intent (NOI) renewal for Stormwater Discharges associated with the Construction activity under the TPDES General Permit (TXR150000) for County Road 110 South, a Road Bond project in Commissioner Pct. 4. Project: P260. Funding Source: Road Bond

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under the TPDES General Permit TXR150000. This general permit authorizes the discharge of stormwater runoff associated with small and large construction sites and certain non-stormwater discharges into surface waters within the State. TCEQ has reissued the TPDES General Permit No. TXR150000 and has updated the Notice of Intent form. TCEQ requires all active projects to renew the permit under the new form.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CR 110 South NOI Renewal

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 11:31 AM

Started On: 04/24/2018 05:10 PM



Notice of Intent (NOI) for an Authorization for Stormwater Discharges Associated with Construction Activity under TPDES General Permit TXR150000

IMPORTANT INFORMATION

Please read and use the General Information and Instructions prior to filling out each question in the NOI form.

Use the NOI Checklist to ensure all required information is completed correctly.
Incomplete applications delay approval or result in automatic denial.

Once processed your permit authorization can be viewed by entering the following link into your internet browser: http://www2.tceq.texas.gov/wq_dpa/index.cfm or you can contact TCEQ Stormwater Processing Center at 512-239-3700.

ePERMITS

Effective September 1, 2018, this paper form must be submitted to TCEQ with a completed electronic reporting waiver form (TCEQ-20754).

To submit an NOI electronically, enter the following web address into your internet browser and follow the instructions: <https://www3.tceq.texas.gov/steers/index.cfm>

APPLICATION FEE AND PAYMENT

The application fee for submitting a paper NOI is \$325. The application fee for electronic submittal of a NOI through the TCEQ ePermits system (STEERS) is \$225.

Payment of the application fee can be submitted by mail or through the TCEQ ePay system. The payment and the NOI must be mailed to separate addresses. To access the TCEQ ePay system enter the following web address into your internet browser: <http://www.tceq.texas.gov/epay>.

Provide your payment information for verification of payment:

- If payment was mailed to TCEQ, provide the following:
 - Check/Money Order Number: [REDACTED]
 - Name printed on Check: [REDACTED]
- If payment was made via ePay, provide the following:
 - Voucher Number: [REDACTED]
 - A copy of the payment voucher is attached to this paper NOI form.

RENEWAL (This portion of the NOI is not applicable after June 3, 2018)

Is this NOI for a renewal of an existing authorization? Yes No

If Yes, provide the authorization number here: TXR15 127A

NOTE: If an authorization number is not provided, a new number will be assigned.

SECTION 1. OPERATOR (APPLICANT)

a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? CN 600897888

(Refer to Section 1.a) of the Instructions)

b) What is the Legal Name of the entity (applicant) applying for this permit? (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

Williamson County

c) What is the contact information for the Operator (Responsible Authority)?

Prefix (Mr. Ms. Miss): Judge

First and Last Name: Dan A. Gattis Suffix: [REDACTED]

Title: Judge Credentials: [REDACTED]

Phone Number: 512-744-9082 Fax Number: [REDACTED]

E-mail: roads@wilco.org

Mailing Address: 101 E. Old Settlers Blvd, Ste 100

City, State, and Zip Code: 78664

Mailing Information if outside USA:

Territory: [REDACTED]

Country Code: [REDACTED] Postal Code: [REDACTED]

d) Indicate the type of customer:

- | | |
|-------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Federal Government |
| <input type="checkbox"/> Limited Partnership | <input checked="" type="checkbox"/> County Government |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> State Government |
| <input type="checkbox"/> Trust | <input type="checkbox"/> City Government |
| <input type="checkbox"/> Sole Proprietorship (D.B.A.) | <input type="checkbox"/> Other Government |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Other: [REDACTED] |
| <input type="checkbox"/> Estate | |

e) Is the applicant an independent operator? Yes No

(If a governmental entity, a subsidiary, or part of a larger corporation, check No.)

f) Number of Employees. Select the range applicable to your company.

- 0-20
- 21-100
- 101-250
- 251-500
- 501 or higher

g) Customer Business Tax and Filing Numbers: (**Required** for Corporations and Limited Partnerships. **Not Required** for Individuals, Government, or Sole Proprietors.)

State Franchise Tax ID Number: [REDACTED]

Federal Tax ID: [REDACTED]

Texas Secretary of State Charter (filing) Number: [REDACTED]

DUNS Number (if known): [REDACTED]

SECTION 2. APPLICATION CONTACT

Is the application contact the same as the applicant identified above?

- Yes, go to Section 3
- No, complete this section

Prefix (Mr. Ms. Miss): Miss

First and Last Name: Dawn Haggard Suffix: [REDACTED]

Title: Construction Administrator Credential: [REDACTED]

Organization Name: [REDACTED]

Phone Number: 512-744-9082 Fax Number: [REDACTED]

E-mail: dhaggard@hntb.com

Mailing Address: 101 E. Old Settlers Blvd Ste 100

Internal Routing (Mail Code, Etc.): [REDACTED]

City, State, and Zip Code: Round Rock, TX 78664

Mailing information if outside USA:

Territory: [REDACTED]

Country Code: [REDACTED] Postal Code: [REDACTED]

SECTION 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) If this is an existing permitted site, what is the Regulated Entity Number (RN) issued to this site? RN 109620666

(Refer to Section 3.a) of the Instructions)

- b) Name of project or site (the name known by the community where it's located): County Road 110 South
- c) In your own words, briefly describe the type of construction occurring at the regulated site (residential, industrial, commercial, or other): Roadway widening of County Road 110 from US 79 to Limmer Loop.
- d) County or Counties (if located in more than one): Williamson
- e) Latitude: **32°31'10.83" N** Longitude: **97°36'4.48" W**
- f) Site Address/Location

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete *Section A*.

If the site does not have a physical address, provide a location description in *Section B*. Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

Section A:

Street Number and Name:

City, State, and Zip Code:

Section B:

Location Description: Roadway widening between US 79 and Limmer Loop on CR 110

City (or city nearest to) where the site is located: Round Rock

Zip Code where the site is located: 78665

SECTION 4. GENERAL CHARACTERISTICS

- a) Is the project or site located on Indian Country Lands?
 - Yes, do not submit this form. You must obtain authorization through EPA Region 6.
 - No
- b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?
 - Yes. Note: The construction stormwater runoff may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA Region 6.
 - No
- c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site? 1611
- d) What is the Secondary SIC Code(s), if applicable? 1622
- e) What is the total number of acres to be disturbed? 42.5

- f) Is the project part of a larger common plan of development or sale?
- Yes
- No. The total number of acres disturbed, provided in e) above, must be 5 or more. If the total number of acres disturbed is less than 5, do not submit this form. See the requirements in the general permit for small construction sites.
- g) What is the estimated start date of the project? 1/13/2017
- h) What is the estimated end date of the project? 6/6/2018
- i) Will concrete truck washout be performed at the site? Yes No
- j) What is the name of the first water body(ies) to receive the stormwater runoff or potential runoff from the site? McNutt Creek and Brushy Creek
- k) What is the segment number(s) of the classified water body(ies) that the discharge will eventually reach? 1244
- l) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?
- Yes No

If Yes, provide the name of the MS4 operator: Round Rock

Note: The general permit requires you to send a copy of this NOI form to the MS4 operator.

- m) Is the discharge or potential discharge from the site within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?
- Yes, complete the certification below.
- No, go to Section 5

I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented. Yes

SECTION 5. NOI CERTIFICATION

- a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). Yes
- b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. Yes
- c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. Yes
- d) I certify that a Stormwater Pollution Prevention Plan has been developed, will be implemented prior to construction and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the Construction General Permit (TXR150000). Yes

Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3, provided all obligations are confirmed by at least one operator.

SECTION 6. APPLICANT CERTIFICATION SIGNATURE

Operator Signatory Name: Dan A. Gattis

Operator Signatory Title: Judge

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): _____ Date: _____

Commissioners Court - Regular Session

29.

Meeting Date: 05/08/2018

1708-186 CR 119 Notice of Intent Renewal

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding a notice of intent (NOI) renewal for Stormwater Discharges associated with Construction activity under TPDES General Permit (TXR150000) for County Road 119, a Road Bond Project in Commissioner Pct. 4. Project: P214 Funding: Road Bond

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under the TPDES General Permit TXR150000. This general permit authorizes the discharge of stormwater runoff associated with small and large construction sites and certain non-stormwater discharges into surface waters within the State. TCEQ has reissued the TPDES General Permit No. TXR150000 and has updated the Notice of Intent form. TCEQ requires all active projects to renew the permit under the new form.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[CR119 NOI Renewal](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 11:31 AM

Started On: 04/24/2018 05:32 PM



Notice of Intent (NOI) for an Authorization for Stormwater Discharges Associated with Construction Activity under TPDES General Permit TXR150000

IMPORTANT INFORMATION

Please read and use the General Information and Instructions prior to filling out each question in the NOI form.

Use the NOI Checklist to ensure all required information is completed correctly.
Incomplete applications delay approval or result in automatic denial.

Once processed your permit authorization can be viewed by entering the following link into your internet browser: http://www2.tceq.texas.gov/wq_dpa/index.cfm or you can contact TCEQ Stormwater Processing Center at 512-239-3700.

ePERMITS

Effective September 1, 2018, this paper form must be submitted to TCEQ with a completed electronic reporting waiver form (TCEQ-20754).

To submit an NOI electronically, enter the following web address into your internet browser and follow the instructions: <https://www3.tceq.texas.gov/steers/index.cfm>

APPLICATION FEE AND PAYMENT

The application fee for submitting a paper NOI is \$325. The application fee for electronic submittal of a NOI through the TCEQ ePermits system (STEERS) is \$225.

Payment of the application fee can be submitted by mail or through the TCEQ ePay system. The payment and the NOI must be mailed to separate addresses. To access the TCEQ ePay system enter the following web address into your internet browser: <http://www.tceq.texas.gov/epay>.

Provide your payment information for verification of payment:

- If payment was mailed to TCEQ, provide the following:
 - Check/Money Order Number: [REDACTED]
 - Name printed on Check: [REDACTED]
- If payment was made via ePay, provide the following:
 - Voucher Number: [REDACTED]
 - A copy of the payment voucher is attached to this paper NOI form.

RENEWAL (This portion of the NOI is not applicable after June 3, 2018)

Is this NOI for a renewal of an existing authorization? Yes No

If Yes, provide the authorization number here: TXR15 058I

NOTE: If an authorization number is not provided, a new number will be assigned.

SECTION 1. OPERATOR (APPLICANT)

a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? CN 600897888

(Refer to Section 1.a) of the Instructions)

b) What is the Legal Name of the entity (applicant) applying for this permit? (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

Williamson County

c) What is the contact information for the Operator (Responsible Authority)?

Prefix (Mr. Ms. Miss): Judge

First and Last Name: Dan A. Gattis Suffix: [REDACTED]

Title: Judge Credentials: [REDACTED]

Phone Number: 512-744-9082 Fax Number: [REDACTED]

E-mail: roads@wilco.org

Mailing Address: 101 E. Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Mailing Information if outside USA:

Territory: [REDACTED]

Country Code: [REDACTED] Postal Code: [REDACTED]

d) Indicate the type of customer:

- | | |
|-------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Federal Government |
| <input type="checkbox"/> Limited Partnership | <input checked="" type="checkbox"/> County Government |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> State Government |
| <input type="checkbox"/> Trust | <input type="checkbox"/> City Government |
| <input type="checkbox"/> Sole Proprietorship (D.B.A.) | <input type="checkbox"/> Other Government |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Other: [REDACTED] |
| <input type="checkbox"/> Estate | |

e) Is the applicant an independent operator? Yes No

(If a governmental entity, a subsidiary, or part of a larger corporation, check No.)

f) Number of Employees. Select the range applicable to your company.

- 0-20 251-500
 21-100 501 or higher
 101-250

g) Customer Business Tax and Filing Numbers: (**Required** for Corporations and Limited Partnerships. **Not Required** for Individuals, Government, or Sole Proprietors.)

State Franchise Tax ID Number: [REDACTED]

Federal Tax ID: [REDACTED]

Texas Secretary of State Charter (filing) Number: [REDACTED]

DUNS Number (if known): [REDACTED]

SECTION 2. APPLICATION CONTACT

Is the application contact the same as the applicant identified above?

- Yes, go to Section 3
 No, complete this section

Prefix (Mr. Ms. Miss): Miss

First and Last Name: Dawn Haggard Suffix: [REDACTED]

Title: Construction Administrator Credential: [REDACTED]

Organization Name: [REDACTED]

Phone Number: 512-744-9082 Fax Number: [REDACTED]

E-mail: dhaggard@hntb.com

Mailing Address: 101 E. Old Settlers Blvd Ste 100

Internal Routing (Mail Code, Etc.): [REDACTED]

City, State, and Zip Code: Round Rock, TX 78664

Mailing information if outside USA:

Territory: [REDACTED]

Country Code: [REDACTED] Postal Code: [REDACTED]

SECTION 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) If this is an existing permitted site, what is the Regulated Entity Number (RN) issued to this site? RN [REDACTED]

(Refer to Section 3.a) of the Instructions)

- b) Name of project or site (the name known by the community where it's located): County Road 119
- c) In your own words, briefly describe the type of construction occurring at the regulated site (residential, industrial, commercial, or other): Construction of a new 2 lane roadway and turn lanes from Limmer Loop to Chandler Rd.
- d) County or Counties (if located in more than one): Williamson
- e) Latitude: **30°33'28" N** Longitude: **97°33'32" W**
- f) Site Address/Location

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete *Section A*.

If the site does not have a physical address, provide a location description in *Section B*. Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

Section A:

Street Number and Name:

City, State, and Zip Code:

Section B:

Location Description: New roadway construction from Limmer Loop to Chandler Road

City (or city nearest to) where the site is located: Hutto

Zip Code where the site is located: 78634

SECTION 4. GENERAL CHARACTERISTICS

- a) Is the project or site located on Indian Country Lands?
 - Yes, do not submit this form. You must obtain authorization through EPA Region 6.
 - No
- b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?
 - Yes. Note: The construction stormwater runoff may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA Region 6.
 - No
- c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site? 1611
- d) What is the Secondary SIC Code(s), if applicable? 1622
- e) What is the total number of acres to be disturbed? 35.4

- f) Is the project part of a larger common plan of development or sale?
- Yes
- No. The total number of acres disturbed, provided in e) above, must be 5 or more. If the total number of acres disturbed is less than 5, do not submit this form. See the requirements in the general permit for small construction sites.
- g) What is the estimated start date of the project? 12/18/2017
- h) What is the estimated end date of the project? 3/12/2019
- i) Will concrete truck washout be performed at the site? Yes No
- j) What is the name of the first water body(ies) to receive the stormwater runoff or potential runoff from the site? Cottonwood Creek
- k) What is the segment number(s) of the classified water body(ies) that the discharge will eventually reach? 1244
- l) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?
- Yes No

If Yes, provide the name of the MS4 operator: Hutto

Note: The general permit requires you to send a copy of this NOI form to the MS4 operator.

- m) Is the discharge or potential discharge from the site within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?
- Yes, complete the certification below.
- No, go to Section 5

I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented. Yes

SECTION 5. NOI CERTIFICATION

- a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). Yes
- b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. Yes
- c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. Yes
- d) I certify that a Stormwater Pollution Prevention Plan has been developed, will be implemented prior to construction and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the Construction General Permit (TXR150000). Yes

Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3, provided all obligations are confirmed by at least one operator.

SECTION 6. APPLICANT CERTIFICATION SIGNATURE

Operator Signatory Name: Dan A. Gattis

Operator Signatory Title: Judge

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): _____ Date: _____

NOTICE OF INTENT CHECKLIST (TXR150000)

Did you complete everything? Use this checklist to be sure!

Are you ready to mail your form to TCEQ? Go to the General Information Section of the Instructions for mailing addresses.

Confirm each item (or applicable item) in this form is complete. This checklist is for use by the applicant to ensure a complete application is being submitted. **Missing information may result in denial of coverage under the general permit.** (See NOI process description in the General Information and Instructions.)

APPLICATION FEE

If paying by check:

- Check was mailed **separately** to the TCEQs Cashier's Office. (See Instructions for Cashier's address and Application address.)
- Check number and name on check is provided in this application.

If using ePay:

- The voucher number is provided in this application and a copy of the voucher is attached.

RENEWAL

- If this application is for renewal of an existing authorization, the authorization number is provided.

OPERATOR INFORMATION

- Customer Number (CN) issued by TCEQ Central Registry
- Legal name as filed to do business in Texas. (Call TX SOS 512-463-5555 to verify.)
- Name and title of responsible authority signing the application.
- Phone number and e-mail address
- Mailing address is complete & verifiable with USPS. www.usps.com
- Type of operator (entity type). Is applicant an independent operator?
- Number of employees.
- For corporations or limited partnerships - Tax ID and SOS filing numbers.
- Application contact and address is complete & verifiable with USPS. <http://www.usps.com>

REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

- Regulated Entity Number (RN) (if site is already regulated by TCEQ)
- Site/project name and construction activity description
- County
- Latitude and longitude <http://www.tceq.texas.gov/gis/sqmaview.html>

- Site Address/Location. Do not use a rural route or post office box.

GENERAL CHARACTERISTICS

- Indian Country Lands -the facility is not on Indian Country Lands.
- Construction activity related to facility associated to oil, gas, or geothermal resources
- Primary SIC Code that best describes the construction activity being conducted at the site.
www.osha.gov/oshstats/sicser.html
- Estimated starting and ending dates of the project.
- Confirmation of concrete truck washout.
- Acres disturbed is provided and qualifies for coverage through a NOI.
- Common plan of development or sale.
- Receiving water body or water bodies.
- Segment number or numbers.
- MS4 operator.
- Edwards Aquifer rule.

CERTIFICATION

- Certification statements have been checked indicating Yes.
- Signature meets 30 Texas Administrative Code (TAC) §305.44 and is original.

Instructions for Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

GENERAL INFORMATION

Where to Send the Notice of Intent (NOI):

By Regular Mail:

TCEQ

Stormwater Processing Center (MC228)

P.O. Box 13087

Austin, Texas 78711-3087

By Overnight or Express Mail:

TCEQ

Stormwater Processing Center (MC228)

12100 Park 35 Circle

Austin, TX

Application Fee:

The application fee of \$325 is required to be paid at the time the NOI is submitted. Failure to submit payment at the time the application is filed will cause delays in acknowledgment or denial of coverage under the general permit. Payment of the fee may be made by check or money order, payable to TCEQ, or through EPAY (electronic payment through the web).

Mailed Payments:

Use the attached General Permit Payment Submittal Form. The application fee is submitted to a different address than the NOI. Read the General Permit Payment Submittal Form for further instructions, including the address to send the payment.

ePAY Electronic Payment: <http://www.tceq.texas.gov/epay>

When making the payment you must select Water Quality, and then select the fee category "General Permit Construction Storm Water Discharge NOI Application". You must include a copy of the payment voucher with your NOI. Your NOI will not be considered complete without the payment voucher.

TCEQ Contact List:

Application – status and form questions:

512-239-3700, swpermit@tceq.texas.gov

Technical questions:

512-239-4671, swgp@tceq.texas.gov

Environmental Law Division:

512-239-0600

Records Management - obtain copies of forms:

512-239-0900

Reports from databases (as available):

512-239-DATA (3282)

Cashier's office:

512-239-0357 or 512-239-0187

Notice of Intent Process:

When your NOI is received by the program, the form will be processed as follows:

- **Administrative Review:** Each item on the form will be reviewed for a complete response. In addition, the operator's legal name must be verified with Texas Secretary of State as valid and active (if applicable). The address(es) on the form must be verified with the US Postal service as receiving regular mail delivery. Do not give an overnight/express mailing address.

- **Notice of Deficiency:** If an item is incomplete or not verifiable as indicated above, a notice of deficiency (NOD) will be mailed to the operator. The operator will have 30 days to respond to the NOD. The response will be reviewed for completeness.
- **Acknowledgment of Coverage:** An Acknowledgment Certificate will be mailed to the operator. This certificate acknowledges coverage under the general permit.

or

Denial of Coverage: If the operator fails to respond to the NOD or the response is inadequate, coverage under the general permit may be denied. If coverage is denied, the operator will be notified.

General Permit (Your Permit)

For NOIs submitted **electronically** through ePermits, provisional coverage under the general permit begins immediately following confirmation of receipt of the NOI form by the TCEQ.

For **paper** NOIs, provisional coverage under the general permit begins **7 days after a completed NOI is postmarked for delivery** to the TCEQ.

You should have a copy of your general permit when submitting your application. You may view and print your permit for which you are seeking coverage, on the TCEQ web site <http://www.tceq.texas.gov>. Search using keyword TXR150000.

Change in Operator

An authorization under the general permit is not transferable. If the operator of the regulated project or site changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted no later than 10 days prior to the change in Operator status.

TCEQ Central Registry Core Data Form

The Core Data Form has been incorporated into this form. Do not send a Core Data Form to TCEQ. After final acknowledgment of coverage under the general permit, the program will assign a Customer Number and Regulated Entity Number, if one has not already been assigned to this customer or site.

For existing customers and sites, you can find the Customer Number and Regulated Entity Number by entering the following web address into your internet browser: <http://www15.tceq.texas.gov/crpub/> or you can contact the TCEQ Stormwater Processing Center at 512-239-3700 for assistance. On the website, you can search by your permit number, the Regulated Entity (RN) number, or the Customer Number (CN). If you do not know these numbers, you can select “Advanced Search” to search by permittee name, site address, etc.

The Customer (Permittee) is responsible for providing consistent information to the TCEQ, and for updating all CN and RN data for all authorizations as changes occur. For this permit, a Notice of Change form must be submitted to the program area.

INSTRUCTIONS FOR FILLING OUT THE NOI FORM

Renewal of General Permit. Dischargers holding active authorizations under the expired General Permit are required to submit a NOI to continue coverage. The existing permit number is required. If the permit number is not provided or has been terminated, expired, or denied, a new permit number will be issued.

Section 1. OPERATOR (APPLICANT)

a) Customer Number (CN)

TCEQ's Central Registry will assign each customer a number that begins with CN, followed by nine digits. **This is not a permit number, registration number, or license number.**

If the applicant is an existing TCEQ customer, the Customer Number is available at the following website: <http://www15.tceq.texas.gov/crpub/>. If the applicant is not an existing TCEQ customer, leave the space for CN blank.

b) Legal Name of Applicant

Provide the current legal name of the applicant. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, as filed in the county. You may contact the SOS at 512-463-5555, for more information related to filing in Texas. If filed in the county, provide a copy of the legal documents showing the legal name.

c) Contact Information for the Applicant (Responsible Authority)

Provide information for the person signing the application in the Certification section. This person is also referred to as the Responsible Authority.

Provide a complete mailing address for receiving mail from the TCEQ. The mailing address must be recognized by the US Postal Service. You may verify the address on the following website: <https://tools.usps.com/go/ZipLookupAction!input.action>.

The phone number should provide contact to the applicant.

The fax number and e-mail address are optional and should correspond to the applicant.

d) Type of Customer (Entity Type)

Check only one box that identifies the type of entity. Use the descriptions below to identify the appropriate entity type. Note that the selected entity type also indicates the name that must be provided as an applicant for an authorization.

Individual

An individual is a customer who has not established a business, but conducts an activity that needs to be regulated by the TCEQ.

Partnership

A customer that is established as a partnership as defined by the Texas Secretary of State Office (TX SOS). If the customer is a 'General Partnership' or 'Joint Venture' filed in the county (not filed with TX SOS), the legal name of each partner forming the 'General Partnership' or 'Joint Venture' must be provided. Each 'legal entity' must apply as a co-applicant.

Trust or Estate

A trust and an estate are fiduciary relationships governing the trustee/executor with respect to the trust/estate property.

Sole Proprietorship (DBA)

A sole proprietorship is a customer that is owned by only one person and has not been incorporated. This business may:

1. be under the person's name
2. have its own name (doing business as or DBA)
3. have any number of employees.

If the customer is a Sole Proprietorship or DBA, the 'legal name' of the individual business 'owner' must be provided. The DBA name is not recognized as the 'legal name' of the entity. The DBA name may be used for the site name (regulated entity).

Corporation

A customer that meets all of these conditions:

1. is a legally incorporated entity under the laws of any state or country
2. is recognized as a corporation by the Texas Secretary of State
3. has proper operating authority to operate in Texas

The corporation's 'legal name' as filed with the Texas Secretary of State must be provided as applicant. An 'assumed' name of a corporation is not recognized as the 'legal name' of the entity.

Government

Federal, state, county, or city government (as appropriate)

The customer is either an agency of one of these levels of government or the governmental body itself. The government agency's 'legal name' must be provided as the applicant. A department name or other description of the organization is not recognized as the 'legal name'.

Other

This may include a utility district, water district, tribal government, college district, council of governments, or river authority. Provide the specific type of government.

e) Independent Entity

Check No if this customer is a subsidiary, part of a larger company, or is a governmental entity. Otherwise, check Yes.

f) Number of Employees

Check one box to show the number of employees for this customer's entire company, at all locations. This is not necessarily the number of employees at the site named in the application.

g) Customer Business Tax and Filing Numbers

These are required for Corporations and Limited Partnerships. These are not required for Individuals, Government, and Sole Proprietors.

State Franchise Tax ID Number

Corporations and limited liability companies that operate in Texas are issued a franchise tax identification number. If this customer is a corporation or limited liability company, enter the Tax ID number.

Federal Tax ID

All businesses, except for some small sole proprietors, individuals, or general partnerships should have a federal taxpayer identification number (TIN). Enter this number here. Use no prefixes, dashes, or hyphens. Sole proprietors, individuals, or general partnerships do not need to provide a federal tax ID.

TX SOS Charter (filing) Number

Corporations and Limited Partnerships required to register with the Texas Secretary of State are issued a charter or filing number. You may obtain further information by calling SOS at 512-463-5555.

DUNS Number

Most businesses have a DUNS (Data Universal Numbering System) number issued by Dun and Bradstreet Corp. If this customer has one, enter it here.

Section 2. APPLICATION CONTACT

Provide the name and contact information for the person that TCEQ can contact for additional information regarding this application.

Section 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) Regulated Entity Number (RN)

The RN is issued by TCEQ's Central Registry to sites where an activity is regulated by TCEQ. This is not a permit number, registration number, or license number. Search TCEQ's Central Registry to see if the site has an assigned RN at <http://www15.tceq.texas.gov/crpub/>. If this regulated entity has not been assigned an RN, leave this space blank.

If the site of your business is part of a larger business site, an RN may already be assigned for the larger site. Use the RN assigned for the larger site.

If the site is found, provide the assigned RN and provide the information for the site to be authorized through this application. The site information for this authorization may vary from the larger site information.

An example is a chemical plant where a unit is owned or operated by a separate corporation that is accessible by the same physical address of your unit or facility. Other examples include industrial parks identified by one common address but different corporations have control of defined areas within the site. In both cases, an RN would be assigned for the physical address location and the permitted sites would be identified separately under the same RN.

b) Name of the Project or Site

Provide the name of the site or project as known by the public in the area where the site is located. The name you provide on this application will be used in the TCEQ Central Registry as the Regulated Entity name.

c) Description of Activity Regulated

In your own words, briefly describe the primary business that you are doing that requires this authorization. Do not repeat the SIC Code description.

d) County

Provide the name of the county where the site or project is located. If the site or project is located in more than one county, provide the county names as secondary.

e) Latitude and Longitude

Enter the latitude and longitude of the site in degrees, minutes, and seconds or decimal form. For help obtaining the latitude and longitude, go to:

<http://www.tceq.texas.gov/gis/sqmaview.html>.

f) Site Address/Location

If a site has an address that includes a street number and street name, enter the complete address for the site in *Section A*. If the physical address is not recognized as a USPS delivery address, you may need to validate the address with your local police (911 service) or through an online map site used to locate a site. Please confirm this to be a complete and valid address. Do not use a rural route or post office box for a site location.

If a site does not have an address that includes a street number and street name, provide a complete written location description in *Section B*. For example: "The site is located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1."

Provide the city (or nearest city) and zip code of the site location.

Section 4. GENERAL CHARACTERISTICS

a) Indian Country Lands

If your site is located on Indian Country Lands, the TCEQ does not have authority to process your application. You must obtain authorization through EPA Region 6, Dallas. Do not submit this form to TCEQ.

b) Construction activity associated with facility associated with exploration, development, or production of oil, gas, or geothermal resources

If your activity is associated with oil and gas exploration, development, or production, you may be under jurisdiction of the Railroad Commission of Texas (RRC) and may need to obtain authorization from EPA Region 6.

Construction activities associated with a facility related to oil, gas or geothermal resources may include the construction of a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a

Commissioners Court - Regular Session

30.

Meeting Date: 05/08/2018

1608-108 RM 620 Phase 2 Notice of Intent Renewal

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding action regarding a notice of intent (NOI) renewal for Stormwater Discharges associated with Construction activity under TPDES General Permit (TXR150000) for RM 620 Phase 2, a Road Bond project in Commissioner Pct 1. Project: P235 Funding: Road Bond

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under the TPDES General Permit TXR150000. This general permit authorizes the discharge of stormwater runoff associated with small and large construction sites and certain non-stormwater discharges into surface waters within the State. TCEQ has reissued the TPDES General Permit No. TXR150000 and has updated the Notice of Intent form. TCEQ requires all active projects to renew the permit under the new form.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

RM 620 Phase 2 NOI Renewal

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 11:31 AM

Started On: 04/25/2018 08:40 AM



Notice of Intent (NOI) for an Authorization for Stormwater Discharges Associated with Construction Activity under TPDES General Permit TXR150000

IMPORTANT INFORMATION

Please read and use the General Information and Instructions prior to filling out each question in the NOI form.

Use the NOI Checklist to ensure all required information is completed correctly.
Incomplete applications delay approval or result in automatic denial.

Once processed your permit authorization can be viewed by entering the following link into your internet browser: http://www2.tceq.texas.gov/wq_dpa/index.cfm or you can contact TCEQ Stormwater Processing Center at 512-239-3700.

ePERMITS

Effective September 1, 2018, this paper form must be submitted to TCEQ with a completed electronic reporting waiver form (TCEQ-20754).

To submit an NOI electronically, enter the following web address into your internet browser and follow the instructions: <https://www3.tceq.texas.gov/steers/index.cfm>

APPLICATION FEE AND PAYMENT

The application fee for submitting a paper NOI is \$325. The application fee for electronic submittal of a NOI through the TCEQ ePermits system (STEERS) is \$225.

Payment of the application fee can be submitted by mail or through the TCEQ ePay system. The payment and the NOI must be mailed to separate addresses. To access the TCEQ ePay system enter the following web address into your internet browser:
<http://www.tceq.texas.gov/epay>.

Provide your payment information for verification of payment:

- If payment was mailed to TCEQ, provide the following:
 - Check/Money Order Number: [REDACTED]
 - Name printed on Check: [REDACTED]
- If payment was made via ePay, provide the following:
 - Voucher Number: [REDACTED]
 - A copy of the payment voucher is attached to this paper NOI form.

RENEWAL (This portion of the NOI is not applicable after June 3, 2018)

Is this NOI for a renewal of an existing authorization? Yes No

If Yes, provide the authorization number here: TXR15 126A

NOTE: If an authorization number is not provided, a new number will be assigned.

SECTION 1. OPERATOR (APPLICANT)

a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? CN 600897888

(Refer to Section 1.a) of the Instructions)

b) What is the Legal Name of the entity (applicant) applying for this permit? (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

Williamson County

c) What is the contact information for the Operator (Responsible Authority)?

Prefix (Mr. Ms. Miss): Judge

First and Last Name: Dan A. Gattis Suffix: [REDACTED]

Title: Judge Credentials: [REDACTED]

Phone Number: 512-744-9082 Fax Number: [REDACTED]

E-mail: roads@wilco.org

Mailing Address: 101 E. Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 7866

Mailing Information if outside USA:

Territory: [REDACTED]

Country Code: [REDACTED] Postal Code: [REDACTED]

d) Indicate the type of customer:

- | | |
|-------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Federal Government |
| <input type="checkbox"/> Limited Partnership | <input checked="" type="checkbox"/> County Government |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> State Government |
| <input type="checkbox"/> Trust | <input type="checkbox"/> City Government |
| <input type="checkbox"/> Sole Proprietorship (D.B.A.) | <input type="checkbox"/> Other Government |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Other: [REDACTED] |
| <input type="checkbox"/> Estate | |

e) Is the applicant an independent operator? Yes No

(If a governmental entity, a subsidiary, or part of a larger corporation, check No.)

f) Number of Employees. Select the range applicable to your company.

- 0-20
- 21-100
- 101-250
- 251-500
- 501 or higher

g) Customer Business Tax and Filing Numbers: (**Required** for Corporations and Limited Partnerships. **Not Required** for Individuals, Government, or Sole Proprietors.)

State Franchise Tax ID Number: [REDACTED]

Federal Tax ID: [REDACTED]

Texas Secretary of State Charter (filing) Number: [REDACTED]

DUNS Number (if known): [REDACTED]

SECTION 2. APPLICATION CONTACT

Is the application contact the same as the applicant identified above?

- Yes, go to Section 3
- No, complete this section

Prefix (Mr. Ms. Miss): Miss

First and Last Name: Dawn Haggard Suffix: [REDACTED]

Title: Construction Administrator [REDACTED]

Phone Number: 512-744-9082 Fax Number: [REDACTED]

E-mail: dhaggard@hntb.com

Mailing Address: 101 E. Old Settlers Blvd Ste 100

Internal Routing (Mail Code, Etc.): [REDACTED]

City, State, and Zip Code: Round Rock, TX 78664

Mailing information if outside USA:

Territory: [REDACTED]

Country Code: [REDACTED] Postal Code: [REDACTED]

SECTION 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) If this is an existing permitted site, what is the Regulated Entity Number (RN) issued to this site? RN 109620658

(Refer to Section 3.a) of the Instructions)

b) Name of project or site (the name known by the community where it's located):
RM 620 Phase 2

- c) In your own words, briefly describe the type of construction occurring at the regulated site (residential, industrial, commercial, or other): Roadway widening and Safety Improvements on RM 620 from Wyoming Springs to Deep Wood Dr..
- d) County or Counties (if located in more than one): Williamson
- e) Latitude: **30°30'39" N** Longitude: **97°42'31"W**
- f) Site Address/Location

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete *Section A*.

If the site does not have a physical address, provide a location description in *Section B*. Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

Section A:

Street Number and Name:

City, State, and Zip Code:

Section B:

Location Description: Roadway widening and Safety Improvements on RM 620 between Wyoming Springs and Deep Wood Dr.

City (or city nearest to) where the site is located: Round Rock

Zip Code where the site is located: 78681

SECTION 4. GENERAL CHARACTERISTICS

- a) Is the project or site located on Indian Country Lands?
 - Yes, do not submit this form. You must obtain authorization through EPA Region 6.
 - No
- b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?
 - Yes. Note: The construction stormwater runoff may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA Region 6.
 - No
- c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site? **1611**
- d) What is the Secondary SIC Code(s), if applicable?
- e) What is the total number of acres to be disturbed? 12.99
- f) Is the project part of a larger common plan of development or sale?
 - Yes

No. The total number of acres disturbed, provided in e) above, must be 5 or more. If the total number of acres disturbed is less than 5, do not submit this form. See the requirements in the general permit for small construction sites.

g) What is the estimated start date of the project? 1/13/2017

h) What is the estimated end date of the project? 6/1/2018

i) Will concrete truck washout be performed at the site? Yes No

j) What is the name of the first water body(ies) to receive the stormwater runoff or potential runoff from the site? Lake Creek and Brushy Creek

k) What is the segment number(s) of the classified water body(ies) that the discharge will eventually reach? 1244 and 1244B

l) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?

Yes No

If Yes, provide the name of the MS4 operator: Round Rock

Note: The general permit requires you to send a copy of this NOI form to the MS4 operator.

m) Is the discharge or potential discharge from the site within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?

Yes, complete the certification below.

No, go to Section 5

I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented. Yes

SECTION 5. NOI CERTIFICATION

a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). Yes

b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. Yes

c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. Yes

d) I certify that a Stormwater Pollution Prevention Plan has been developed, will be implemented prior to construction and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the Construction General Permit (TXR150000). Yes

Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3, provided all obligations are confirmed by at least one operator.

SECTION 6. APPLICANT CERTIFICATION SIGNATURE

Operator Signatory Name: Dan A. Gattis

Operator Signatory Title: Judge

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): _____ Date: _____

Commissioners Court - Regular Session

31.

Meeting Date: 05/08/2018

1706-168 Inner Loop Improvements Notice of Intent Renewal

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding a notice of intent (NOI) renewal for Stormwater Discharges associated with Construction activity under TPDES General Permit (TXR150000) for Inner Loop Improvements, a Road Bond Project in Commissioner Pct. 3. Project: P226 and P251. Funding: Road Bond

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under the TPDES General Permit TXR150000. This general permit authorizes the discharge of stormwater runoff associated with small and large construction sites and certain non-stormwater discharges into surface waters within the State. TCEQ has reissued th TPDES General Permit No. TXR150000 and has updated the Notice of Intent form. TCEQ requires all active projects to renew the permit under the new form.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Inner Loop Improvements NOI Renewal

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 11:31 AM

Started On: 04/25/2018 08:54 AM



Notice of Intent (NOI) for an Authorization for Stormwater Discharges Associated with Construction Activity under TPDES General Permit TXR150000

IMPORTANT INFORMATION

Please read and use the General Information and Instructions prior to filling out each question in the NOI form.

Use the NOI Checklist to ensure all required information is completed correctly.

Incomplete applications delay approval or result in automatic denial.

Once processed your permit authorization can be viewed by entering the following link into your internet browser: http://www2.tceq.texas.gov/wq_dpa/index.cfm or you can contact TCEQ Stormwater Processing Center at 512-239-3700.

ePERMITS

Effective September 1, 2018, this paper form must be submitted to TCEQ with a completed electronic reporting waiver form (TCEQ-20754).

To submit an NOI electronically, enter the following web address into your internet browser and follow the instructions: <https://www3.tceq.texas.gov/steers/index.cfm>

APPLICATION FEE AND PAYMENT

The application fee for submitting a paper NOI is \$325. The application fee for electronic submittal of a NOI through the TCEQ ePermits system (STEERS) is \$225.

Payment of the application fee can be submitted by mail or through the TCEQ ePay system. The payment and the NOI must be mailed to separate addresses. To access the TCEQ ePay system enter the following web address into your internet browser: <http://www.tceq.texas.gov/epay>.

Provide your payment information for verification of payment:

- If payment was mailed to TCEQ, provide the following:
 - Check/Money Order Number: [REDACTED]
 - Name printed on Check: [REDACTED]
- If payment was made via ePay, provide the following:
 - Voucher Number: [REDACTED]
 - A copy of the payment voucher is attached to this paper NOI form.

RENEWAL (This portion of the NOI is not applicable after June 3, 2018)

Is this NOI for a renewal of an existing authorization? Yes No

If Yes, provide the authorization number here: TXR15 129H

NOTE: If an authorization number is not provided, a new number will be assigned.

SECTION 1. OPERATOR (APPLICANT)

a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? CN 600897888

(Refer to Section 1.a) of the Instructions)

b) What is the Legal Name of the entity (applicant) applying for this permit? (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

Williamson County

c) What is the contact information for the Operator (Responsible Authority)?

Prefix (Mr. Ms. Miss): Judge

First and Last Name: Dan A. Gattis Suffix: [REDACTED]

Title: Judge Credentials: [REDACTED]

Phone Number: 512-744-9082 Fax Number: [REDACTED]

E-mail: roads@wilco.org

Mailing Address: 101 E. Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Mailing Information if outside USA:

Territory: [REDACTED]

Country Code: [REDACTED] Postal Code: [REDACTED]

d) Indicate the type of customer:

Individual

Federal Government

Limited Partnership

County Government

General Partnership

State Government

Trust

City Government

Sole Proprietorship (D.B.A.)

Other Government

Corporation

Other: [REDACTED]

Estate

e) Is the applicant an independent operator? Yes No

(If a governmental entity, a subsidiary, or part of a larger corporation, check No.)

f) Number of Employees. Select the range applicable to your company.

- 0-20
- 21-100
- 101-250
- 251-500
- 501 or higher

g) Customer Business Tax and Filing Numbers: (**Required** for Corporations and Limited Partnerships. **Not Required** for Individuals, Government, or Sole Proprietors.)

State Franchise Tax ID Number: [REDACTED]
Federal Tax ID: [REDACTED]
Texas Secretary of State Charter (filing) Number: [REDACTED]
DUNS Number (if known): [REDACTED]

SECTION 2. APPLICATION CONTACT

Is the application contact the same as the applicant identified above?

- Yes, go to Section 3
- No, complete this section

Prefix (Mr. Ms. Miss): Miss
First and Last Name: Dawn Haggard Suffix: [REDACTED]
Title: Construction Administrator Credential: [REDACTED]
Organization Name: [REDACTED]
Phone Number: 512-744-9082 Fax Number: [REDACTED]
E-mail: dhaggard@hntb.com
Mailing Address: 101 E. Old Settlers Blvd Ste 100
Internal Routing (Mail Code, Etc.): [REDACTED]
City, State, and Zip Code: Round Rock, TX 78664
Mailing information if outside USA:
Territory: [REDACTED]
Country Code: [REDACTED] Postal Code: [REDACTED]

SECTION 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) If this is an existing permitted site, what is the Regulated Entity Number (RN) issued to this site? RN 110035003
(Refer to Section 3.a) of the Instructions)

- b) Name of project or site (the name known by the community where it's located): Inner Loop Improvements
- c) In your own words, briefly describe the type of construction occurring at the regulated site (residential, industrial, commercial, or other): Widening and overlay of SE Inner Loop from Maple Avenue to Belmont Drive
- d) County or Counties (if located in more than one): Williamson
- e) Latitude: **30.613 N** Longitude: **-97.6578 W**
- f) Site Address/Location

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete *Section A*.

If the site does not have a physical address, provide a location description in *Section B*. Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

Section A:

Street Number and Name: [REDACTED]

City, State, and Zip Code: [REDACTED]

Section B:

Location Description: Roadway Widening and Resurfacing between Maple St and Belmont Drive.

City (or city nearest to) where the site is located: Georgetown

Zip Code where the site is located: 78626

SECTION 4. GENERAL CHARACTERISTICS

- a) Is the project or site located on Indian Country Lands?
- Yes, do not submit this form. You must obtain authorization through EPA Region 6.
- No
- b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?
- Yes. Note: The construction stormwater runoff may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA Region 6.
- No
- c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site? 1611
- d) What is the Secondary SIC Code(s), if applicable? [REDACTED]
- e) What is the total number of acres to be disturbed? 19.91

- f) Is the project part of a larger common plan of development or sale?
- Yes
- No. The total number of acres disturbed, provided in e) above, must be 5 or more. If the total number of acres disturbed is less than 5, do not submit this form. See the requirements in the general permit for small construction sites.
- g) What is the estimated start date of the project? 09/28/2017
- h) What is the estimated end date of the project? 7/24/2018
- i) Will concrete truck washout be performed at the site? Yes No
- j) What is the name of the first water body(ies) to receive the stormwater runoff or potential runoff from the site? San Gabriel River
- k) What is the segment number(s) of the classified water body(ies) that the discharge will eventually reach? 1248
- l) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?
- Yes No

If Yes, provide the name of the MS4 operator: Georgetown

Note: The general permit requires you to send a copy of this NOI form to the MS4 operator.

- m) Is the discharge or potential discharge from the site within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?
- Yes, complete the certification below.
- No, go to Section 5

I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented. Yes

SECTION 5. NOI CERTIFICATION

- a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). Yes
- b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. Yes
- c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. Yes
- d) I certify that a Stormwater Pollution Prevention Plan has been developed, will be implemented prior to construction and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the Construction General Permit (TXR150000). Yes

Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3, provided all obligations are confirmed by at least one operator.

SECTION 6. APPLICANT CERTIFICATION SIGNATURE

Operator Signatory Name: Dan A. Gattis

Operator Signatory Title: Judge

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): _____ Date: _____

Commissioners Court - Regular Session

32.

Meeting Date: 05/08/2018

1710-194 Neenah Avenue Widening Notice of Intent Renewal

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding a notice of intent (NOI) renewal for Stormwater Discharges associated with Construction activity under TPDES General Permit (TXR150000) for Neenah Avenue Widening, a Road Bond project in Commissioner Pct. 1. Project: P278. Funding: Road Bond

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under the TPDES General Permit TXR150000. This general permit authorizes the discharge of stormwater runoff associated with small and large construction sites and certain non-stormwater discharges into surface waters within the State. TCEQ has reissued the TPDES General Permit No. TXR150000 and has updated the Notice of Intent form. TCEQ requires all active projects to renew the permit under the new form.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Neenah Ave Widening NOI Renewal](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 11:31 AM

Started On: 04/25/2018 09:02 AM



Notice of Intent (NOI) for an Authorization for Stormwater Discharges Associated with Construction Activity under TPDES General Permit TXR150000

IMPORTANT INFORMATION

Please read and use the General Information and Instructions prior to filling out each question in the NOI form.

Use the NOI Checklist to ensure all required information is completed correctly.
Incomplete applications delay approval or result in automatic denial.

Once processed your permit authorization can be viewed by entering the following link into your internet browser: http://www2.tceq.texas.gov/wq_dpa/index.cfm or you can contact TCEQ Stormwater Processing Center at 512-239-3700.

ePERMITS

Effective September 1, 2018, this paper form must be submitted to TCEQ with a completed electronic reporting waiver form (TCEQ-20754).

To submit an NOI electronically, enter the following web address into your internet browser and follow the instructions: <https://www3.tceq.texas.gov/steers/index.cfm>

APPLICATION FEE AND PAYMENT

The application fee for submitting a paper NOI is \$325. The application fee for electronic submittal of a NOI through the TCEQ ePermits system (STEERS) is \$225.

Payment of the application fee can be submitted by mail or through the TCEQ ePay system. The payment and the NOI must be mailed to separate addresses. To access the TCEQ ePay system enter the following web address into your internet browser: <http://www.tceq.texas.gov/epay>.

Provide your payment information for verification of payment:

- If payment was mailed to TCEQ, provide the following:
 - Check/Money Order Number: [REDACTED]
 - Name printed on Check: [REDACTED]
- If payment was made via ePay, provide the following:
 - Voucher Number: [REDACTED]
 - A copy of the payment voucher is attached to this paper NOI form.

RENEWAL (This portion of the NOI is not applicable after June 3, 2018)

Is this NOI for a renewal of an existing authorization? Yes No

If Yes, provide the authorization number here: TXR15 056I

NOTE: If an authorization number is not provided, a new number will be assigned.

SECTION 1. OPERATOR (APPLICANT)

a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? CN 600897888

(Refer to Section 1.a) of the Instructions)

b) What is the Legal Name of the entity (applicant) applying for this permit? (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

Williamson County

c) What is the contact information for the Operator (Responsible Authority)?

Prefix (Mr. Ms. Miss): Judge

First and Last Name: Dan A. Gattis Suffix: [REDACTED]

Title: Judge Credentials: [REDACTED]

Phone Number: 512-744-9082 Fax Number: [REDACTED]

E-mail: roads@wilco.org

Mailing Address: 101 E. Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Mailing Information if outside USA:

Territory: [REDACTED]

Country Code: [REDACTED] Postal Code: [REDACTED]

d) Indicate the type of customer:

- | | |
|-------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Federal Government |
| <input type="checkbox"/> Limited Partnership | <input checked="" type="checkbox"/> County Government |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> State Government |
| <input type="checkbox"/> Trust | <input type="checkbox"/> City Government |
| <input type="checkbox"/> Sole Proprietorship (D.B.A.) | <input type="checkbox"/> Other Government |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Other: [REDACTED] |
| <input type="checkbox"/> Estate | |

e) Is the applicant an independent operator? Yes No

(If a governmental entity, a subsidiary, or part of a larger corporation, check No.)

f) Number of Employees. Select the range applicable to your company.

- 0-20
- 21-100
- 101-250
- 251-500
- 501 or higher

g) Customer Business Tax and Filing Numbers: (**Required** for Corporations and Limited Partnerships. **Not Required** for Individuals, Government, or Sole Proprietors.)

State Franchise Tax ID Number: [REDACTED]

Federal Tax ID: [REDACTED]

Texas Secretary of State Charter (filing) Number: [REDACTED]

DUNS Number (if known): [REDACTED]

SECTION 2. APPLICATION CONTACT

Is the application contact the same as the applicant identified above?

- Yes, go to Section 3
- No, complete this section

Prefix (Mr. Ms. Miss): Miss

First and Last Name: Dawn Haggard Suffix: [REDACTED]

Title: [REDACTED] Credential: [REDACTED]

Organization Name: [REDACTED]

Phone Number: 512-744-9082 Fax Number: [REDACTED]

E-mail: dhaggard@hntb.com

Mailing Address: 101 E. Old Settlers Blvd Ste 100

Internal Routing (Mail Code, Etc.): [REDACTED]

City, State, and Zip Code: Round Rock, TX 78664

Mailing information if outside USA:

Territory: [REDACTED]

Country Code: [REDACTED] Postal Code: [REDACTED]

SECTION 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) If this is an existing permitted site, what is the Regulated Entity Number (RN) issued to this site? RN 109159350

(Refer to Section 3.a) of the Instructions)

- b) Name of project or site (the name known by the community where it's located): Neenah Avenue Widening
- c) In your own words, briefly describe the type of construction occurring at the regulated site (residential, industrial, commercial, or other): Neenah Ave Wideing - Widening of the existing pavement along Neenah Ave between Olive Hill Dr and Savio High School.
- d) County or Counties (if located in more than one): Williamson
- e) Latitude: **30°29'17" N** Longitude: **97°45'44.5" W**
- f) Site Address/Location

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete *Section A*.

If the site does not have a physical address, provide a location description in *Section B*. Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

Section A:

Street Number and Name:

City, State, and Zip Code:

Section B:

Location Description: Neenah Ave Widening - roadway widening from Olive Hill Dr. to Savio High School

City (or city nearest to) where the site is located: Austin

Zip Code where the site is located: 78717

SECTION 4. GENERAL CHARACTERISTICS

- a) Is the project or site located on Indian Country Lands?
 - Yes, do not submit this form. You must obtain authorization through EPA Region 6.
 - No
- b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?
 - Yes. Note: The construction stormwater runoff may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA Region 6.
 - No
- c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site? 1611
- d) What is the Secondary SIC Code(s), if applicable?

- e) What is the total number of acres to be disturbed? 5.25
- f) Is the project part of a larger common plan of development or sale?
- Yes
- No. The total number of acres disturbed, provided in e) above, must be 5 or more. If the total number of acres disturbed is less than 5, do not submit this form. See the requirements in the general permit for small construction sites.
- g) What is the estimated start date of the project? 2/5/2018
- h) What is the estimated end date of the project? 1/20/2019
- i) Will concrete truck washout be performed at the site? Yes No
- j) What is the name of the first water body(ies) to receive the stormwater runoff or potential runoff from the site? Lake Creek
- k) What is the segment number(s) of the classified water body(ies) that the discharge will eventually reach? 1244B
- l) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?
- Yes No

If Yes, provide the name of the MS4 operator: Austin

Note: The general permit requires you to send a copy of this NOI form to the MS4 operator.

- m) Is the discharge or potential discharge from the site within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?
- Yes, complete the certification below.
- No, go to Section 5

I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented. Yes

SECTION 5. NOI CERTIFICATION

- a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). Yes
- b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. Yes
- c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. Yes
- d) I certify that a Stormwater Pollution Prevention Plan has been developed, will be implemented prior to construction and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the Construction General Permit (TXR150000). Yes

Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3, provided all obligations are confirmed by at least one operator.

SECTION 6. APPLICANT CERTIFICATION SIGNATURE

Operator Signatory Name: Dan A. Gattis

Operator Signatory Title: Judge

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): _____ Date: _____

Commissioners Court - Regular Session

33.

Meeting Date: 05/08/2018

1604-068 Forest North Drainage Phase 2 Change Order No. 09

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. 9 in the amount of -\$4,312.00 for Forest North Drainage Phase 2 (DeNucci Constructors), a Road Bond project in Commissioners Pct.1. Project: P225.
Funding Source: Road Bond

Background

This Change Order provides for the final balancing for the Contract unit prices for items paid. Revisions provided by this Change Order correct unit prices. The incorrect prices do not affect the overall payment to the Contractor.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Change Order

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 11:31 AM

Started On: 05/01/2018 12:24 PM

Received Received

APR 27 2018

APR 26 2018

RECEIVED
APR 26 2018
BY: PSI

WILLIAMSON COUNTY, TEXAS HNTB Corporation
CHANGE ORDER NUMBER: 9 Round Rock

HNTB Corporation
Round Rock

- 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 accounting of Contract prices for the items paid. Changes to the final prices corrected incorrect pricing on a previous Change Order. The incorrect Change Order pricing did not affect the correct payment to the Contractor.

- 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).

<p>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.</p>	<p>The following information must be provided</p>
<p>THE CONTRACTOR Date <u>4/25/18</u></p> <p>By <u>Paul T. Deaf</u></p> <p>Typed/Printed Name <u>PAUL T. DENUCCI</u></p> <p>Typed/Printed Title <u>MANAGER</u></p>	<p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>(\$4,312.00)</u></p>

RECOMMENDED FOR EXECUTION:

James D. [Signature] P.E. 4/26/18
Project Manager Date

N/A
Design Engineer Date

[Signature] 4/27/18
Program Manager Date

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

CHANGE ORDER REASON(S) CODE CHART

<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&E 1B. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>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</p>
<p>3. County Convenience</p>	<p>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</p>
<p>4. Third Party Accommodation</p>	<p>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</p>
<p>5. Contractor Convenience</p>	<p>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</p>
<p>6. Untimely ROW/Utilities</p>	<p>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</p>

Williamson County Road Bond Program

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

Change Order No. 9

Reason for Change

This Change Order provides the final balancing for the Contract unit prices for the items paid. Changes to the final prices corrected incorrect pricing. The incorrect prices do not affect the overall payment to the Contractor.

This Change Order results in a net decrease of \$4,312.00 to the Contract amount, for an adjusted Contract total of \$3,723,321.84. The original Contract amount was \$3,556,659.50. Due to all Change Orders to-date, \$166,662.34 has been added to the Contract. Of the \$166,662.34 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 \$125,825.78 (3.54%) 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

34.

Meeting Date: 05/08/2018

1603-064 Arterial H Change Order No 03

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 3 in the amount of \$63,231.96 for Arterial H (Patin Construction), a Road Bond project in Commissioner Pct. 3.

Project: P276 Funding: Road Bond

Background

This Change Order revises various items in the plans that were not quantified correctly, or were called out in the plans and not included in the bid tab. There are also quantities that have been adjusted to address the extra work building the Taverez street tie-in, building the left turn lane on CR 175, and replacing unsuitable material with better material in a small section of subgrade. Additional signs were added for safety as well as additional rock berm to prevent erosion in the ditches.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1603-064 Arterial H CO No 03

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 11:31 AM

Started On: 05/02/2018 02:49 PM

RECEIVED
APR 20 2018
PST

ReceivedReceived

WILLIAMSON COUNTY, TEXAS

APR 27 2018

APR 19 2018

CHANGE ORDER NUMBER: 3

HNTB Corporation Round Rock HNTB Corporation Round Rock

- CONTRACTOR: Patin Construction
- Change Order Work Limits: Sta. 10+00 to Sta. 53+67.30
- Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
- Reasons: 1B, 2E, 3F (3 Max. - In order of importance - Primary first)

Project: 1603-064
 Roadway: Arterial H
 CSJ Number: _____

5. Describe the work being revised:

1B: Design Error or Omission. Other. This Change Order corrects errors in the plan quantity for excavation, flex base, hot mix and pavement markings and adds the construction of a side street tie-in (Tavarez Drive). **2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(Item 9).** This change order also adds excavation of undesirable material and embankment to replace it with quality material at subgrade prior to placement of the flex base. **3F: County Convenience. Additional work desired by the County:** Small signs were added to improve safety and rock berms were added to minimize erosion on the project.

- Work to be performed in accordance with Items: _____
- New or revised plan sheet(s) are attached and numbered: _____
- New Special Provisions/Specifications to the contract are attached: Yes No
- New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR _____ Date <u>4/16/18</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>T. Patin</u></p> <p>Typed/Printed Title <u>President</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$63,231.96</u></p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 4/20/18
 Project Manager Date

N/A
 Design Engineer Date

[Signature] 4/27/18
 Program 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: 3

Project # 1603-064

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
104-6036	REMOVING CONC (SIDEWALK & RAMP)	SY	\$18.00	54.00	\$972.00	27.00	81.00	\$1,458.00	\$486.00
104-6022	REMOVING CONC (CURB AND GUTTER)	LF	\$2.00	510.00	\$1,020.00	60.00	570.00	\$1,140.00	\$120.00
105-6035	REMOVING STAB BASE & ASPH PAV (0-2")	SY	\$20.00	79.00	\$1,580.00	312.00	391.00	\$7,820.00	\$6,240.00
110-6001	EXCAVATION (ROADWAY)	CY	\$1.50	13,105.00	\$19,657.50	1,501.50	14,606.50	\$21,909.75	\$2,252.25
132-6003	EMBANKMENT (FINAL) (ORD COMP) (TYB)	CY	\$1.50	13,522.00	\$20,283.00	1,318.00	14,840.00	\$22,260.00	\$1,977.00
247-6044	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	CY	\$33.00	9,408.00	\$310,464.00	951.50	10,359.50	\$341,863.50	\$31,399.50
316-6005	ASPH (Tier II)	GAL	\$5.00	2,982.00	\$14,910.00	(2,982.00)	0.00	\$0.00	(\$14,910.00)
316-6191	AGGR (TY-D GR-4 SAC B)	CY	\$160.00	81.00	\$12,960.00	(81.00)	0.00	\$0.00	(\$12,960.00)
341-6008	D-GR HMA (SQ) (TY-B PB 64-22)	TON	\$85.00	2,188.00	\$185,980.00	234.00	2,422.00	\$205,870.00	\$19,890.00
341-6029	D-GR HMA TY-C SAC A PG 72-22	TON	\$88.00	1,386.00	\$121,968.00	229.00	1,615.00	\$142,120.00	\$20,152.00
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	\$25.00	411.00	\$10,275.00	121.00	532.00	\$13,300.00	\$3,025.00
506-6011	ROCK FILTER DAMS (REMOVE)	LF	\$6.00	411.00	\$2,466.00	121.00	532.00	\$3,192.00	\$726.00
529-6008	CONC CURB & GUTTER (TY II)	LF	\$12.00	9,146.00	\$109,752.00	(131.00)	9,015.00	\$108,180.00	(\$1,572.00)
531-6002	SIDEWALK (CONC) (5IN)	SY	\$50.00	4,913.00	\$245,650.00	359.00	5,272.00	\$263,600.00	\$17,950.00
644-6060	IN SM RD SN SUP & AM TY TWT (1) WS (P)	EA	\$375.00	3.00	\$1,125.00	9.00	12.00	\$4,500.00	\$3,375.00
662-6063	WK SN PAV MRK REMOVE (W) 4IN SLD	LF	\$25.00	27.00	\$675.00	(27.00)	0.00	\$0.00	(\$675.00)
666-6036	REFL PAV MRK TY I (W) 8IN SLD (100ML)	LF	\$2.00	0.00	\$0.00	114.00	114.00	\$228.00	\$228.00
666-6047	REFL PAV MRK TY I (W) 4IN SLD (100ML)	LF	\$0.70	17,874.00	\$12,511.80	(17,874.00)	0.00	\$0.00	(\$12,511.80)
666-6047	REFL PAV MRK TY I (W) 4IN SLD (100ML)	LF	\$1.00	0.00	\$0.00	953.00	953.00	\$953.00	\$953.00
TOTALS					\$1,072,249.30			\$1,138,394.25	\$66,144.95

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project # 1603-064

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
666-6048	REFL PAV MRK TY I (W) 12IN SLD (100ML)	LF	\$4.00	1,176.00	\$4,704.00	(1,176.00)	0.00	\$0.00	(\$4,704.00)
666-6048	REFL PAV MRK TY I (W) 12IN SLD (100ML)	LF	\$5.75	0.00	\$0.00	459.00	459.00	\$2,639.25	\$2,639.25
666-6170	REFL PAV MRK TY II (W) 4IN (SLD)	LF	\$0.50	258.00	\$129.00	(258.00)	0.00	\$0.00	(\$129.00)
666-6178	REFL PAV MRK TY II (W) 4IN (BRK)	LF	\$0.50	7,691.00	\$3,845.50	(7,691.00)	0.00	\$0.00	(\$3,845.50)
666-6184	REFL PAV MRK TY II (Y) (ARROW)	EA	\$200.00	10.00	\$2,000.00	(10.00)	0.00	\$0.00	(\$2,000.00)
666-6207	REFL PAV MRK TY II (Y) (DBL-SLD)	EA	\$0.50	102.00	\$51.00	(102.00)	0.00	\$0.00	(\$51.00)
666-6230	PAV MRK SEALER 24IN	LF	\$3.00	0.00	\$0.00	140.00	140.00	\$420.00	\$420.00
672-6009	REFL PAV MRK TY II-AA	EA	\$7.50	0.00	\$0.00	100.00	100.00	\$750.00	\$750.00
672-6010	REFL PAV MRK TY II-C-R	EA	\$7.50	0.00	\$0.00	30.00	30.00	\$225.00	\$225.00
677-6003	ELIM EXIST PAV MRKS 8IN	LF	\$10.50	0.00	\$0.00	48.00	48.00	\$504.00	\$504.00
999-WC04	END ROAD BARRICADES	EA	\$950.00	0.00	\$0.00	3.00	3.00	\$2,850.00	\$2,850.00
999-WC05	SUBCONTRACTOR MARK-UP 5% (STRIPING)	LS	\$428.26	0.00	\$0.00	1.00	1.00	\$428.26	\$428.26
The "Totals" from Table B of the previous work sheet:						\$1,072,249.30		\$1,138,394.25	\$66,144.95
TOTALS						\$1,082,978.80		\$1,146,210.76	\$63,231.96

CHANGE ORDER REASON(S) CODE CHART

<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&E 1B. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>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</p>
<p>3. County Convenience</p>	<p>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</p>
<p>4. Third Party Accommodation</p>	<p>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</p>
<p>5. Contractor Convenience</p>	<p>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</p>
<p>6. Untimely ROW/Utilities</p>	<p>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</p>

Williamson County Road Bond Program

**Arterial H
Williamson County Project No. 1603-064**

Change Order No. 3

Reason for Change

This change order revises various items in the plans that were not quantified correctly in the plans or they were called out in the plans and not included in the bid tab. There are also quantities that have been adjusted to address the extra work for building the Taverz tie-in, building the left turn lane on CR 175, and replacing unsuitable material with better material in a small section of subgrade.

Additional signs were added for safety, as-well as additional rock berms to prevent erosion in the ditches.

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

ITEM	DESCRIPTION	QTY	UNIT
666-6036	REFL PAV MRK TY I (W) 8 IN SLD (100ML)	114	LF
666-6230	PAV MEK SEALER 24 IN	140	LF
672-6009	REFL PAV MRK TY II-AA	100	EA
672-6010	REFL PAV MRK TY II=C-R	30	EA
677-6003	ELIM EXIST PAV MRKS 8 IN	48	LF
999-WC04	END ROAD BARRICADES	3	EA
999-WC05	SUBCONTRACTOR MARK-UP 5% (STRIPING)	1	LS

This Change Order results in a net increase of \$63,231.96 to the Contract amount, for an adjusted Contract total of \$3,465,081.63. The original Contract amount was \$3,210,934.80. As a result of this and all Change Orders to-date, \$254,146.83 has been added to the Contract, resulting in an 7.9% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Ms. Wendy Coco
Williamson County Judge's Office
County Courthouse
710 Main Street, Ste. 101
Georgetown, TX 78626



May 1, 2018

05/08/2018 AGENDA ITEMS

Dear Ms. Coco,

The following original is attached for execution:

- 1604-068 – Forest N Ph 2 – Change Order #9
- 1603-068 – Arterial H – Change Order #3
- 1710-194 – Neenah Ave Widening – NOI Renewal
- 1706-168 – Inner Loop Improvements – NOI Renewal
- 1608-108 – RM 620 Ph 2 – NOI Renewal
- 1604-075 – CR 110 South – NOI Renewal
- 1708-186 – CR 119 – NOI Renewal

Please have the Judge sign in the indicated areas. **The signed originals will need to be returned to HNTB for further processing.** Once signed, please place in HNTB's folder and we will arrange for pick-up.

Thank you.

Best regards,


Cindy Garcia



Letter of Transmittal

HNTB Job # 62811-CN-005-001
VIA Courier
Date 4/20/2018

To Mike Weaver
Prime Strategies, Inc.
1508 S. Lamar Blvd.
Austin, TX 78704

Regarding Williamson County Road Bond Program
Signature Submittals

Received

APR 27 2018

*HNTB Corporation
 Round Rock*

We are forwarding to you

- | | | |
|--------------------------------------------------|----------------------------------------------------------|-----------------------------------------|
| <input checked="" type="checkbox"/> Estimates | <input type="checkbox"/> Plans | <input type="checkbox"/> Prints |
| <input type="checkbox"/> Reports | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Samples |
| <input checked="" type="checkbox"/> Change Order | <input type="checkbox"/> Disk | <input type="checkbox"/> Copy of Letter |
| <input type="checkbox"/> Book | <input checked="" type="checkbox"/> Other: TxDOT Invoice | |

# of Copies	Submittal #	Last Dated	Code	Description
2				1603-068 - Arterial H - Change Order #3
1				TxDOT Invoice #CST 00001346
1				1706-168 - Inner Loop Impr - Estimate #5

These are transmitted

- | | | |
|--------------------------------------------------|--------------------------------------------|--------------------------------------------------|
| <input checked="" type="checkbox"/> For approval | <input type="checkbox"/> As requested | <input type="checkbox"/> Copies for distribution |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Resubmit | <input type="checkbox"/> For Review & comment |
| <input checked="" type="checkbox"/> Return | <input type="checkbox"/> Copies for review | <input type="checkbox"/> No exception taken |
| <input type="checkbox"/> Corrected prints | <input type="checkbox"/> Submit | <input type="checkbox"/> Amend and resubmit |
| | | <input type="checkbox"/> Make corrections noted |

Please note For your review and approval. Please sign and send back.

By Dawn Haggard
Copy to _____

Patin Construction LLC

3800 W. Second Street

Taylor, TX 76574

Phone: (512) 269-1071

Fax: (512) 269-1072

Change Order #5

28-Feb-18

WILLIAMSON COUNTY

Email: [James Klotz <jklotz@HNTB.com>](mailto:jklotz@HNTB.com)

Arterial H

STRIPING ADJUSTMENTS

Item No.	Qty.	Unit	Description	Unit Price	Total
CO	3	EA	END OF ROAD BARRICADES	\$ 950.00	\$ 2,850.00
666-6315	8,900	LF	REFL PAV MRK TY I (W) 4" (SLD) 100 MIL	\$ 0.60	\$ 5,300.00
CO	114	LF	REFL PAV MRK TY I (W) 8" (SLD) 100 MIL	\$ 2.00	\$ 228.00
CO	48	LF	ELIMINATE 8"	\$ 10.50	\$ 504.00
666 6047	953	LF	REFL PAV MRK TY I (W) 4" (SLD) 100 MIL	\$ 1.00	\$ 953.00
666 6048	459	LF	REFL PAV MRK TY I (W) 24" (SLD)	\$ 5.75	\$ 2,639.25
CO	140	LF	PAV MARKING SEALER 24" (SLD)	\$ 3.00	\$ 420.00
CO	100	EA	RPM'S TY II AA	\$ 7.50	\$ 750.00
CO	30	EA	RPM'S TY II CR	\$ 7.50	\$ 225.00
					\$8,569.25
					\$428.46

~~15% Profit~~ 5% mark-up for subs

CHANGE ORDER TOTAL

\$ ~~2,889.59~~

\$ ~~16,050.04~~

\$8,997.71

666-6315 is close enough to plan quantity, no need for price change. I am paying what was placed 8,714 @ \$.80.
Total paid is \$6,971.20.

Commissioners Court - Regular Session

35.

Meeting Date: 05/08/2018

Use Agreement between Williamson Sounty and BGE to access Cambria Cave for inspection

Submitted For: Terron Evertson

Submitted By: Lydia Linden, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Use Agreement between Williamson County and BGE, Inc. authorizing BGE, Inc. to access the Cambria Cave for inspection of the cave.

Background

Fiscal Impact

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

Attachments

[Cambria Cave Use Agreement](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 10:31 AM

Started On: 05/03/2018 09:02 AM



USE AGREEMENT

I. PARTIES

This document constitutes an agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("County"), and BGE, Inc. ("BGE") relating to the BGE's use of a County controlled cave access point, as more fully described herein below.

II. PURPOSE

County maintains the roadway known as Cambria Drive in Round Rock, Texas. During the month of February 2018, County and others discovered a cave and cave opening below Cambria Drive. The cave has been named the Ogof Cambria (Cambria Cave), being referred to herein as the "Cave". The Cave's opening is located at UTM 14R 620534.53E, 3373677.63N, which is referred to herein the "Cave Access Point".

As a part of County's maintenance of Cambria Drive, the County began conducting inspections and investigations of the Cave through the Cave Access Point. The County thereafter identified various chambers that are under Cambria Drive that extend in an Eastward direction from Cambria Drive.

BGE's would like to use the Cave Access Point in conjunction with inspections and studies to be performed within the Cave.

In consideration of BGE's agreement to provide all results, data and documentation acquired from its use of the Cave Access Point to enter into the Cave, County hereby agrees to allow BGE the use of the Cave Access Point on the date(s) and at the time(s) set forth herein. BGE agrees to not conduct invasive inspections or otherwise damage, alter, modify or physically change the existing Cave Access Point or any other parts of the Cave during its use of same.

During BGE's use of the Cave Access Point, the County shall always have the right to use the Cave Access Point for its own purposes and BGE hereby agrees to allow the County to use the Cave Access Point for such purposes.

III. LIABILITY; INDEMNIFICATION AND SAFETY PRECAUTIONS

BGE, IN USING THE CAVE ACCESS POINT AND CONDUCTING OPERATIONS WITHIN THE CAVE, DOES SO AT ITS OWN RISK. COUNTY SHALL NOT BE LIABLE FOR ANY DAMAGES TO PROPERTY OR DAMAGES ARISING FROM PERSONAL INJURIES SUSTAINED BY BGE OR ANY OF ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTOR, SUBCONTRACTORS, REPRESENTATIVES OR ANY ENTITY CLAIMING BY, THROUGH OR UNDER BGE, IN, ON OR ABOUT THE CAVE ACCESS POINT OR OF ANY OTHER PORTION OF THE CAVE, UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. BGE ASSUMES FULL RESPONSIBILITY FOR ANY PROPERTY

DAMAGE OR INJURY WHICH MAY OCCUR TO BGE, ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTOR, SUBCONTRACTORS, REPRESENTATIVES OR ANY ENTITY CLAIMING BY, THROUGH OR UNDER BGE, IN, ON OR ABOUT THE CAVE ACCESS POINT OR OTHER PORTIONS OF THE CAVE, UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. BGE SHALL CONDUCT ITS ACTIVITIES UPON THE CAVE ACCESS POINT AND IN THE CAVE SO AS NOT TO ENDANGER ANY PERSON OR CAVE FEATURES THEREON OR THEREIN.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. IN FURTHER CONSIDERATION OF COUNTY'S AGREEMENT TO ALLOW BGE TO USE THE CAVE ACCESS POINT AND CONDUCT OPERATIONS WITHIN THE CAVE, TO THE FULLEST EXTENT PERMITTED BY LAW, BGE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 BGE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY OR INDIVIDUAL FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED AT, ON, OR NEAR THE CAVE ACCESS POINT IN CONNECTION WITH ANY OPERATIONS OF BGE. BGE 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. IN FURTHER CONSIDERATION OF COUNTY'S AGREEMENT TO ALLOW BGE TO USE THE CAVE ACCESS POINT AND CONDUCT OPERATIONS WITHIN THE CAVE, TO THE FULLEST EXTENT PERMITTED BY LAW, BGE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 USE OF THE CAVE ACCESS POINT OR FROM OPERATIONS WITHIN THE CAVE, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF BGE 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.

BGE shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the BGE's use of the Cave Access Point and Cave. BGE shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to BGE and/or its respective officials, officers, agents, employees, contractor, subcontractors, representatives or any entity that may claim by, through or under BGE, in, on or around the Cave Access Point and in the Cave.

The terms of this Liability, Indemnification and Safety Precautions provision shall survive any termination of this Agreement.

IV. TERM OF USE AND TERMINATION

BGE shall be allowed to use the Cave Access Point and inspect the Cave from 7:00 a. m on April 23, 2018 until 7:00 p. m. on May 4, 2018. Either party may terminate this Agreement, without cause, upon ten (10) days written notice to the other party.

V. INSURANCE

During the term of this Agreement, BGE agrees to provide and maintain Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1.0 Million per occurrence and \$2.0 Million in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

BGE and its respective officials, officers, agents, employees, contractor, subcontractors, representatives shall not attempt to access the Cave under this Agreement until it has obtained all required insurance and such insurance has been provided to and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of BGE hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. BGE shall furnish County with a certification of coverage issued by the insurer. BGE shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

VI. MISCELLANEOUS

- A. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. Compliance with Law. BGE, at its sole cost and expense, shall comply and secure compliance with all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.
- C. No Assignment. BGE shall not assign this Agreement or any of its rights hereunder, without the prior written consent of the County.
- D. Governing Law, Venue. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

- E. **Binding Effect, Assignability.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns subject to the provision herein.
- F. **Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- G. **Reports of Accidents.** Within 24 hours after BGE becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person, whether or not it results from or involves any action or failure to act by the BGE or any employee or agent of the BGE and which arises in any manner relating to the BGE's use of the Cave Access Point and Cave, BGE shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. BGE shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the BGE, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from BGE's use of the Cave Access Point and Cave under this Agreement.
- H. **Construction.** Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- I. **Relationship of the Parties.** Each party to this Agreement, in the performance of any activities under this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- J. **No Waiver.** No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.
- K. **Entirety of Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. **NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.**

Executed by the parties below to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____, 20__

BGE, INC.

By: Charles R. Harris

Printed Name: CHARLES R. HARRIS

Representative Capacity: SR. VICE PRESIDENT

Date: April 19, 2018

Commissioners Court - Regular Session

36.

Meeting Date: 05/08/2018

AFA

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvements Projects with No Required Match On-System with TXDOT regarding the excess pavement on IH 35 and CR 305.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[TXDOT AFA CR 305](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 10:31 AM

Started On: 05/03/2018 09:42 AM

CSJ #	0015-08-140
District #	14-AUS
Code Chart 64 #	50246
Project Name	Excess pavement on IH-35 and CR305

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT PROJECTS
WITH NO REQUIRED MATCH
ON-SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **County of Williamson**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115005** authorizing the State to undertake and complete a highway improvement generally described as Bridge Replacement at CR305 and IH-35; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **fixed funding for additional pavement structure beyond what is required by the State at the IH-35 frontage road and CR305** (Project); and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

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

CSJ #	0015-08-140
District #	14-AUS
Code Chart 64 #	50246
Project Name	Excess pavement on IH-35 and CR305

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until all funds contributed by the Local Government have been expended on the Project described in this Agreement or unless terminated as provided below.

2. Project Funding and Work Responsibilities

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

CSJ #	0015-08-140
District #	14-AUS
Code Chart 64 #	50246
Project Name	Excess pavement on IH-35 and CR305

6. Document and Information Exchange

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

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

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 replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the 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 the State right of way is complete. If coverage is not

CSJ #	0015-08-140
District #	14-AUS
Code Chart 64 #	50246
Project Name	Excess pavement on IH-35 and CR305

maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Williamson County ATTN: County Judge 710 Main Street #201 Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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

CSJ #	0015-08-140
District #	14-AUS
Code Chart 64 #	50246
Project Name	Excess pavement on IH-35 and CR305

14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

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

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

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

CSJ #	0015-08-140
District #	14-AUS
Code Chart 64 #	50246
Project Name	Excess pavement on IH-35 and CR305

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Terry McCoy, P.E.

Dan A. Gattis

District Engineer

County Judge

Date

Date

CSJ #	0015-08-140
District #	14-AUS
Code Chart 64 #	50246
Project Name	Excess pavement on IH-35 and CR305

**ATTACHMENT A
PAYMENT PROVISION AND WORK RESPONSIBILITIES**

The State will be responsible for securing the federal and State share of the funding required for the development and construction of the Project. The State has responsibility for the performance of architectural and engineering services, and construction.

The Local Government has agreed to pay for the pavement section structure of the county road which is in excess beyond the State's standard pavement construction of the intersecting IH-35 frontage roads of the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit to the State the estimated fixed cost of \$151,248.00.

Commissioners Court - Regular Session

37.

Meeting Date: 05/08/2018

Possession & Use Agreement

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Land Unlimited, Inc. for right of way needed on the Seward Junction SE Project. (Parcel 8). Funding Source: Road Bonds P271

Background

Fiscal Impact

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

Attachments

Land Unlimited PUA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 10:31 AM

Started On: 05/03/2018 09:45 AM

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§
§
§

Parcel No.: 8

COUNTY OF WILLIAMSON

Project: Seward Junction SE/CR266

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and LAND UNLIMITED INC. (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of Seward Junction SE/CR 266 and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of ONE HUNDRED FORTY-TWO EIGHT HUNDRED SEVENTEEN and 00/100 Dollars (\$142,817.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents 90% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the

Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered 1609924-GT issued February 27, 2017 by Independence Title Company (Title Resources Guaranty Company), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date.
6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment. Upon written request from Grantor, the parties shall work to schedule a special commissioners' hearing which is to occur within 90 days after the receipt of such request, and at a date and time otherwise mutually agreeable to the parties.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the

Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed the County will record this document.
14. Other conditions: County agrees that it shall not take possession of the Property for construction of the Roadway Construction Project prior to May 31, 2018 in order to allow Grantor time to remove any personal property items from the Property area.

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

LAND UNLIMITED INC.

By: 

Name: KENNETH LEWIS

Its: PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 30th day of April, 2018 by _____, in the capacity and for the purposes and consideration recited herein.





Notary Public, State of Texas

Printed Name: Gayline Hoermann

My Commission Expires: 8/22/21

COUNTY:

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 _____, 2018 by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires

EXHIBIT "A"

0.5261-Ac.
Noah Smithwick Survey, A-590,
Williamson County, Texas

Job No. 5569-02-001
FN1792R2(gt)
Page 1 of 5

FIELD NOTES DESCRIPTION – PARCEL 8

DESCRIPTION OF 0.5261 ACRE (22,915 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN CALLED 2.67 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO LAND UNLIMITED, INC., OF RECORD IN DOCUMENT NO. 1998064566, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.5261 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point, 72.81 feet right of Williamson County Road 266 Baseline Station 269+75.10, in the south right-of-way line of State Highway No. 29, a varying width right-of-way, same being the north line of the said 2.67 acre tract, at the intersection with the east right-of-way line of County Road 266, a varying width right-of-way, same being the east corner of that certain called 0.026 acre right-of-way dedication to Williamson County, Texas, of record in Document No. 2011009566, Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the tract described herein, and from said calculated point, an iron rod with 1.5-inch aluminum cap stamped "TxDOT" found bears S 49° 11' 33" W, a distance of 0.14 feet;

THENCE S 72° 13' 55" E, with the south right-of-way line of State Highway 29, same being the north line of the said 2.67 acre tract, and with the north line of the tract described herein, a distance of 103.51 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 168.62 feet right of County Road 266 Baseline Station 269+35.92, for the northeast corner of the tract described herein;

THENCE leaving the south right-of-way line of State Highway 29 and crossing the said 2.67 acre tract, with the proposed east right-of-way line of County Road 266, and with the east line of the tract described herein, the following two (2) courses and distances:

1. S 51° 38' 56" W, a distance of 87.46 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 96.00 feet right of County Road 266 Baseline Station 268+87.17, for an angle point, and
2. S 04° 28' 41" E, a distance of 295.03 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 102.00 feet right of County Road 266 Baseline Station 265+91.98, in the south line of the said 2.67 acre tract, same being the north line of Lot 9, Twenty-Nine Ranch, a subdivision of record in Cabinet K, Slides 115-116, Plat Records of Williamson County, Texas, for the southeast corner of the tract described herein;

THENCE S 67° 28' 06" W, with the south line of the said 2.67 acre tract, same being the north line of Lot 9 of the said Twenty-Nine Ranch subdivision, and with the south line of the tract described herein, a distance of 40.80 feet to a calculated point, 63.21 feet right of County Road 266 Baseline Station 265+79.34, in the existing east right-of-way line of County Road 266, at the southwest corner of the said 2.67 acre tract, same being the northwest corner of Lot 9 of the said Twenty-Nine Ranch subdivision, for the southwest corner of the tract described herein, from which a 1/2-inch iron rod found bears N 08° 41' 56" W, a distance of 2.74 feet;

THENCE with the existing east right-of-way line of County Road 266 and with the west line of the tract described herein, the following two (2) courses and distances:

1. N 08° 41' 56" W, with the west line of the said 2.67 acre tract a distance of 365.35 feet to an iron rod with 1.5-inch aluminum cap stamped "TxDOT" found, 30.32 feet right of County Road 266 Baseline Station 269+43.85, at the south corner of the said 0.026 acre tract for an angle point, and

2. N 49° 11' 33" E, crossing the said 2.67 acre tract with the east line of the said 0.026 acre tract, a distance of 52.75 feet to the **POINT OF BEGINNING** and containing 0.5261 acre (22,915 square feet) of land, more or less.

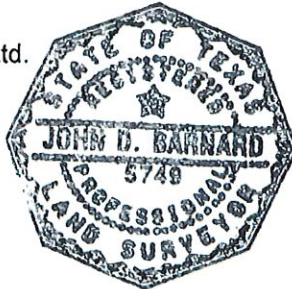
BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.
BOWMAN WORD FILE: FN1792R2(gt)


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

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 12th of January, 2017 A.D.

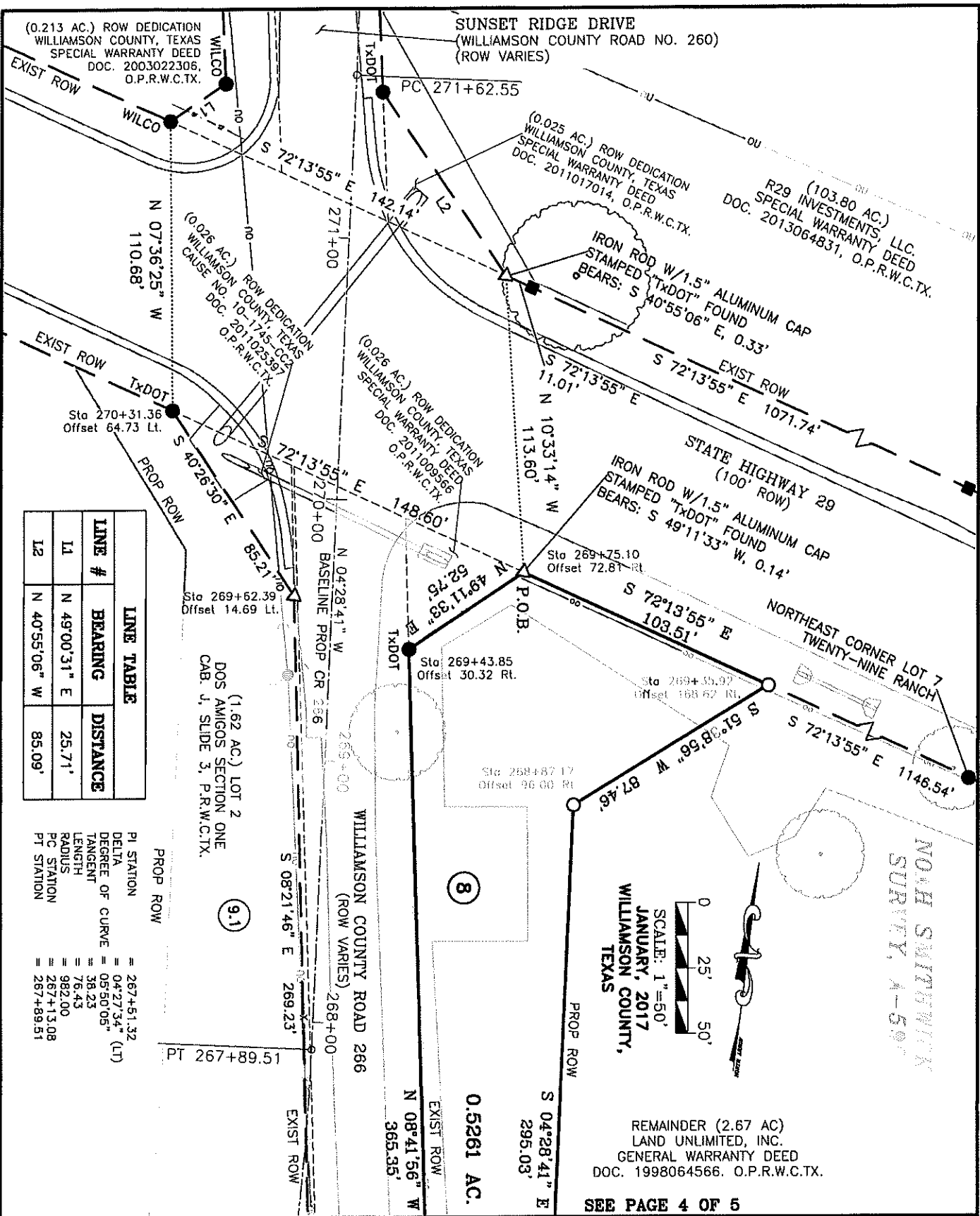
Bowman Consulting Group, Ltd.
Austin, Texas 78746





John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

FILE: P:\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1 Survey\Working\FN-Parcels\ROW_2017\Sk1792R2(ut)_CR266-ROW Parcel B_Land Unlimited.dwg



Bowman
CONSULTING

Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Suite 220, Austin, Texas 78748
Phone: (512) 327-1180 Fax: (512) 327-4082
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1792-R2

TBPE Firm No. F-14309 | TBPLS Firm No. 101208-00

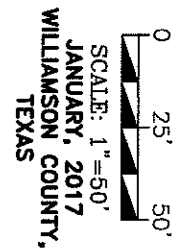
SEE PAGE 3 OF 5

REMAINDER (2.67 AC)
LAND UNLIMITED, INC.
GENERAL WARRANTY DEED
DOC. 1998064566. O.P.R.W.C.TX.

(1.649 AC. PORTION OF LOT 9)
ROW DEDICATION (SH 29)
WILLAMSON COUNTY, TEXAS
SPECIAL WARRANTY DEED
DOC. 201006394,
O.P.R.W.C.TX.

LEGEND

- 1/2" IRON ROD FOUND
(UNLESS OTHERWISE NOTED)
- DIAMOND
1/2" IRON ROD W/ PLASTIC CAP
STAMPED "DIAMOND SURVEYING" FOUND
- △ CALCULATED POINT
STAMPED "BCG" SET
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.R.W.C.TX. PLAT RECORDS OF WILLAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS



S 04°28'41" E
295.03'

0.5261 AC. (8)

0.1090 AC.
15.00' ROAD WIDENING EASEMENT
CAB. K, SLIDES 115-116,
P.R.W.C.TX.
WITHIN PARCEL 7

67°28'06" W
40.80'

1/2" IRON ROD FOUND
BEARS: N 08°41'56" W, 2.74'

1/2" IRON ROD FOUND
BEARS: S 87°02'37" E

EXIST ROW

EXIST ROW

EXIST ROW

EXIST ROW

N 08°41'56" W
365.35'

1/2" IRON ROD FOUND
BEARS: N 08°41'56" W, 2.74'

1/2" IRON ROD FOUND
BEARS: N 08°41'56" W, 2.74'

1/2" IRON ROD FOUND
BEARS: N 08°41'56" W, 2.74'

1/2" IRON ROD FOUND
BEARS: N 08°41'56" W, 2.74'

1/2" IRON ROD FOUND
BEARS: N 08°41'56" W, 2.74'

1/2" IRON ROD FOUND
BEARS: N 08°41'56" W, 2.74'

1/2" IRON ROD FOUND
BEARS: N 08°41'56" W, 2.74'

1/2" IRON ROD FOUND
BEARS: N 08°41'56" W, 2.74'

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BEARS: N 08°41'56" W, 2.74'

1/2" IRON ROD FOUND
BEARS: N 08°41'56" W, 2.74'

1/2" IRON ROD FOUND
BEARS: N 08°41'56" W, 2.74'

1/2" IRON ROD FOUND
BEARS: N 08°41'56" W, 2.74'

PRC 267+13.08

267+00.312

PC 266+35.25

266+00

265+00

264+00

263+00

262+00

261+00

260+00

259+00

258+00

257+00

256+00

255+00

254+00

253+00

252+00

251+00

250+00

249+00

248+00

247+00

246+00

245+00

244+00

243+00

242+00

241+00

PI STATION = 266+74.19
DELTA = 04°27'34" (RT)
DEGREE OF CURVE = 05°43'46"
TANGENT = 38.93
LENGTH = 77.83
RADIUS = 1,000.00
PC STATION = 266+35.25
PT STATION = 267+13.08

(2.00 AC.) LOT 3
DOS AMIGOS SECTION ONE
CAB. J, SLIDE 3, P.R.W.C.TX.

WILLAMSON COUNTY ROAD 259
(AKA OLD LIBERTY HILL TO GEORGETOWN ROAD)
(ROW VARIES)

YEA-RAN YANG & YEA-TYING YANG
(AKA ANN PI-YUAN YANG
AND PI-YUAN YANG)
EXECUTOR IN THE ESTATE OF
JAW-CHING YANG (DECEASED)
CAUSE NO. 81456, PROBATE COURT
NO. 1,
TRAVIS COUNTY, TEXAS
DOC. 2005042516, O.P.R.W.C.TX.

AND DESCRIBED IN
VOL. 983 / PG. 88, O.R.W.C.TX.

BASELINE PROP CR 266
PROP ROW



Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Suite 220, Austin, Texas 78748
Phone: (512) 327-1180 Fax: (512) 327-4082
www.bowmanconsulting.com Bowman Consulting Group, Ltd.

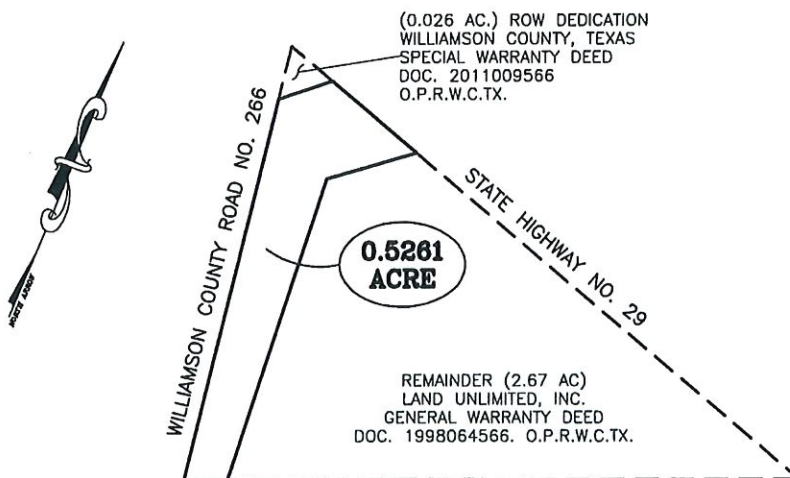
EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1792-R2

TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

FILE: P:\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN--Parcels\ROW_2017\SK1792R2(gt)_CR266-ROW_Parcel_8_Land_Unlimited.dwg

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).
4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.
5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015.
6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY. THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.
7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE

RECORD PROPERTY AREA = 2.67 ACRES
DOC. 2011009566 ROW ACQUISITION AREA = 0.026 ACRE
PROPOSED ROW ACQUISITION AREA = 0.5261 ACRE
CALCULATED REMAINDER AREA = 2.1179 ACRES

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



[Signature]
 JOHN D. BARNARD
 REGISTERED PROFESSIONAL LAND
 SURVEYOR NO. 5749,
 STATE OF TEXAS

1/12/2017
 DATE



Bowman Consulting Group, Ltd.
 1120 South Capital of Texas Hwy, Suite 220, Austin, Texas 78746
 Phone: (512) 327-1180 Fax: (512) 327-4082
 www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101208-00

**EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1792-R2**

Commissioners Court - Regular Session

38.

Meeting Date: 05/08/2018

SH 29 at DB Wood Rd. 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 Essman Family Partnership, LP. for right of way needed on the SH 29 @ DB Wood project (Parcel 1). Funding Source: Road Bonds P237

Background

Fiscal Impact

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

Attachments

[Essman Contract](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 10:31 AM

Started On: 05/03/2018 09:47 AM

REAL ESTATE CONTRACT
SH 29 @ DB Wood Rd. – Parcel 1

THIS REAL ESTATE CONTRACT (“Contract”) is made by **ESSMAN FAMILY PARTNERSHIP, L.P.** (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 0.261 acre (11,370 SF) of land in the Isaac Donagan Survey, Abstract No. 178, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 1**);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements thereon, and any damage to the remaining property of Seller as a result of this transaction, shall be the sum of ONE HUNDRED EIGHTY THOUSAND and 00/100 Dollars (\$180,000.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

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

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

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Community National Title Company ("Title Company") on or before May 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 Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

(signature page follows)

SELLER:

Essman Family Partnership, L.P.

By: ESSMAN MANAGEMENT, LLC,
ITS GENERAL PARTNER

By: JAMES H. ESSMAN
MANAGING PARTNER
Name: JAMES H. ESSMAN

Address: P.O. Box 302

Midland, TX 79702

Its: MANAGING PARTNER

Date: 04/24/2018

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

COUNTY: Williamson
PARCEL No.: 1
HIGHWAY: State Highway No. 29
LIMITS: From: River Chase Boulevard
To: Legend Oaks Drive
CSJ: N/A

PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 0.261 ACRE (11,370 Sq. Ft.) TRACT OR PARCEL OF LAND OUT OF AND PART OF THE ISAAC DONAGAN SURVEY, ABSTRACT NUMBER 178, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK 1, RESUBDIVISION OF LOTS 5 AND 6, BLOCK 1, WOOD RANCH SECTION FIVE, A SUBDIVISION RECORDED IN CABINET R, SLIDE 133 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAME BEING DOCUMENT NUMBER 199940997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID LOT 1 BEING IDENTIFIED AS TRACT II DESCRIBED IN DEED UNTO ESSMAN FAMILY PARTNERSHIP, L.P., IN DOCUMENT NUMBER 2012030983 O.P.R.W.C.T., THE SAID 0.261 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with a red plastic cap inscribed "PBS&J" found for an angle point in the east line of said Lot 1, and being in the west right-of-way line of D.B. Wood Road (a public roadway, 120' ROW at this point), from whence a 1/2 inch iron rod found for the northeast corner of said Lot 1 bears along the west ROW line of said D.B. Wood Road, North 20°55'55" West, a distance of 145.70 feet;

THENCE, South 34°23'14" West, along the west ROW line of said D.B. Wood Road, being the east line of said Lot 1, a distance of 57.33 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set for intersection with the curving, existing north right-of-way line of Texas State Highway No. 29 (a public roadway, 100' ROW at this point), from whence, a 1/2 inch iron rod with a yellow plastic cap (damaged and unable to read) bears South 26°57'51" East, a distance of 0.97 feet;

THENCE, 611.17 feet with a curve to the right, having a radius of 5679.56 feet, a delta angle of 06°09'56", a chord Bearing and distance of North 88°42'53" West, 610.88 feet, along the existing north right-of-way line of said Texas State Highway No. 29, same being the south line of the said Lot 1, to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set for point of compound curvature and intersection with the east right-of-way line of Wood Court (a public roadway, 60' ROW);

THENCE, 27.42 feet with a curve to the right, having a radius of 20.00 feet, a delta angle of $78^{\circ}33'44''$, and a chord Bearing and distance of North $46^{\circ}21'03''$ West, 25.33 feet, leaving said north line of Texas State Highway No. 29, along the east line of said Wood Court, being the west line of said Lot 1, to a 5/8- inch iron rod with an aluminum TxDOT ROW cap set for intersection with the proposed, curving north right-of-way line of said Texas State Highway No. 29, located 66.00 feet radially left of station 120+63.54, from whence a 1/2 inch iron rod found for the end of said curved return bears North $01^{\circ}45'$ East, a distance of 4.5 feet;**

THENCE, leaving said east line of Wood Court, and going over, across and through the said Lot 1, along the proposed north right-of-way line of said Texas State Highway No. 29, the following two (2) courses and distances:

- 1) 612.08 feet with a curve to the left, having a radius of 5663.56 feet, a delta angle of $06^{\circ}11'32''$, and a chord Bearing and distance of South $88^{\circ}31'47''$ East, 611.79 feet, to a 5/8-inch iron rod with an aluminum TxDOT ROW cap set for an angle point hereof;**
- 2) North $33^{\circ}47'50''$ East, a distance of 70.95 feet to a 5/8-inch iron rod with an aluminum TxDOT ROW cap set for intersection with the said west right-of-way line of D.B. Wood Road;**

THENCE, South $20^{\circ}55'56''$ East, along said west line of D.B. Wood Road, being the east line of said Lot 1, a distance of 29.05 feet to the **POINT OF BEGINNING**, containing 0.261 acre (11,370 square feet) of land area, more or less.

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

This description is accompanied by a separate exhibit.

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

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

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

WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS __th DAY OF _____, 2017

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

LYNN R. SAVORY, R.P.L.S.
STATE OF TEXAS NO. 4598

Unintech Consulting Engineers
505 E. Huntland Drive, Suite 335
Austin, Texas 78752

ISAAC DONAGAN SURVEY ABSTRACT NUMBER 178

LOT 1
WAD ID NO. E554189
ESMAN FAMILY
PARTNERSHIP LP
2.26 ACRES
5000.00' 201600-10000
O.P.R.W.C.T.

PARENT TRACT IDENT
H.T.S.

BLOCK 1
RE-SUBDIVISION LOTS 5, 6 & 6
WOOD RANCH SECTION FIVE
C&M R. 3516 S. 80.133
P.R.W.C.E.

STA 120+63.56
R= 10204666.57
E= 3120958.135
OFFSET 66' LT

15' WATER LINE ESMAT
CHICHEM TRAIL
SUBDIVISION
VOL. 954, PG. 483
D.S.W.C.T.

WOOD COURT
(60' R.O.W.)

BLOCK 1
RE-SUBDIVISION LOTS 5 & 6
WOOD RANCH SECTION FIVE
C&M R. 3516 S. 80.133
P.R.W.C.T.

LOT 1
WAD ID NO. E554185
ESMAN FAMILY
PARTNERSHIP LP
2.26 ACRES
5000.00' 201600-10000
O.P.R.W.C.T.

LENGTH= 612.08'
RADIUS= 5683.56'
DELTA= 671.32'
CHORD DIST.= 611.79'
CHORD BEARING= S88.3147°E

15' WATER LINE ESMAT
CHICHEM TRAIL
SUBDIVISION
VOL. 954, PG. 483
D.S.W.C.T.

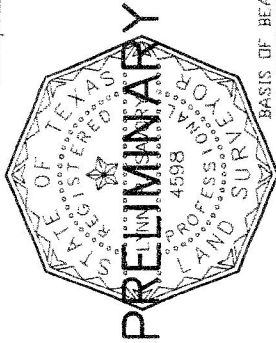
LENGTH= 611.17'
RADIUS= 5679.56'
DELTA= 670.956'
CHORD DIST.= 610.88'
CHORD BEARING= N88.4253°W

PARCEL 1 0.261 ACRES 11,370 SQ. FT.

EXISTING R.O.W.

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

121+00 122+00 123+00 124+00



PRELIMINARY

BASIS OF BEARING:
ALL BEARINGS ARE BASED ON THE CITY OF
GEORGETOWN CENTRAL NETWORK ESTABLISHED
IN 1996, TEXAS COORDINATE SYSTEM OF 1983
(1993 ADJ.) HARN, CENTRAL ZONE, COMBINED
SURFACE ADJUSTMENT FACTOR: 1.00009768. ALL
COORDINATES ARE SURFACE ADJUSTED.
DATE: 4-7-17

SKETCH TO ACCOMPANY
FIELD NOTES

PAGE 5 OF 5 PAGES

ACCT. NO. CSJ NO. COUNTY: WILLIAMSON HWY: S.H. 29

APPARENT: AC. 2.26
TAKING: AC. 0.261
REMAINDER: AC. 1.999

UNITECH CONSULTING ENGINEERS, INC.
450 E. HURSTLAND BOULEVARD, SUITE 305
FARLEIGH, TEXAS 75844
PHONE: (409) 464-6244 WWW.UNITECH-INC.COM

TEXAS DEPARTMENT OF TRANSPORTATION
© 2016

LEGEND

PRVCT	PLAT RECORDS	WILLIAMSON COUNTY TX.
OPRVT	OFFICIAL PUBLIC RECORDS	WILLIAMSON COUNTY TX.
DRVCT	DEED RECORDS	WILLIAMSON COUNTY TX.
WCAD	WILLIAMSON COUNTY TAX APPRAISAL DISTRICT	
P.B.B.	POINT OF BEGINNING	
P.B.C.	POINT OF COMMENCEMENT	
	CENTRAL POINT	
	TRIBUT TYPE 1 MONUMENT	
	IRON PIPE FOLING	
	1/2" IRON ROD FOLING	
	5/8" IRON ROD W/ U.C. CAP	
	5/8" IRON ROD W/ ALUMINUM TRIBUT CAP	
	PROPERTY LINE	
	WIRE FENCE	
	PARCEL PROPERTY LINE	
	EASEMENT LINE	
	SURVEY LINE	

PARCEL 1
S.H. 29
WILLIAMSON COUNTY
TEXAS

EXHIBIT "B"

Parcel 1

DEED

SH29/DB Wood 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 **ESSMAN FAMILY PARTNERSHIP, L.P.**, 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 0.261 acre (11,370 SF) of land in the Isaac Donagan Survey, Abstract No. 178, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 1);

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 the State of 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 SH29/DB Wood.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 24th day of April, 2018.

GRANTOR:

ESSMAN FAMILY PARTNERSHIP, L.P.

BY: ESSMAN MANAGEMENT, L.L.C.
ITS GENERAL PARTNER

By: James H. Essman
MANAGING PARTNER

Name: JAMES H. ESSMAN

AS MANAGING PARTNER
Its: ~~GENERAL PARTNER~~

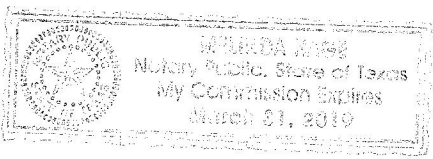
ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF Williamson

This instrument was acknowledged before me on this the 24 day of April, 2018, by JAMES H. ESSMAN, in the capacity and for the purposes and consideration recited therein. MANAGING PARTNER OF ESSMAN MANAGEMENT, LLC, GENERAL PARTNER OF ESSMAN FAMILY PARTNERSHIP, L.P.



Melinda Hage
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

39.

Meeting Date: 05/08/2018

1st Amd to ILA Hutto

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 First Amendment to the Interlocal Agreement between Williamson County, Texas and the City of Hutto, Texas Regarding Certain County and City Property relating to the Hutto Co-Op District Project.

Background

This amendment will extend the deadline from July 2018 to September 1, 2018 for the conveyances of county and city owned properties, as well as funding to be paid by the City of Hutto to Williamson County. It also extends the deadline for Williamson County’s conveyance of right of way for roadway purposes and a drainage easement to June 1, 2018.

Fiscal Impact

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

Attachments

First Amd to ILA Hutto Coop Project Properties

First Amd to ILA Hutto Coop Project Properties

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 05/02/2018

Reviewed By

Wendy Coco

Date

05/02/2018 02:11 PM

Started On: 05/02/2018 10:42 AM

**FIRST AMENDMENT TO THE 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 First Amendment are the County of Williamson County, Texas (“County”) and the City of Hutto, Texas, a municipal corporation located in Williamson County, Texas (“City”).

The City and County desire to amend the Interlocal Agreement to change certain dates for conveyance of property. The Interlocal Agreement is amended as follows:

1. Section 3a is amended to provide that the conveyance of the property shall occur on or before June 1, 2018.
2. Section 3b is amended to provide that the conveyance of the street property shall occur on or before June 1, 2018.
3. Section 3c is amended to provide that the date for the City or its assigns to complete construction of the drainage improvements and street improvements shall be September 1, 2018.
4. Sections 4a, 4b and 4e are amended to provide that the conveyances by the City and County shall occur not later than September 1, 2018.

Except as amended herein, the Interlocal Agreement between the parties hereto is confirmed as being in full force and effect.

Dated to be effective this ____ day of _____, 2018 (“Effective Date of Amendment”).

WILLIAMSON COUNTY, TEXAS

CITY OF HUTTO, TEXAS

By: _____
Dan A. Gattis, County Judge

By: _____
Odis Jones, City Manager

**FIRST AMENDMENT TO THE 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 First Amendment are the County of Williamson County, Texas (“County”) and the City of Hutto, Texas, a municipal corporation located in Williamson County, Texas (“City”).

The City and County desire to amend the Interlocal Agreement to change certain dates for conveyance of property. The Interlocal Agreement is amended as follows:

1. Section 3a is amended to provide that the conveyance of the property shall occur on or before June 1, 2018.
2. Section 3b is amended to provide that the conveyance of the street property shall occur on or before June 1, 2018.
3. Section 3c is amended to provide that the date for the City or its assigns to complete construction of the drainage improvements and street improvements shall be September 1, 2018.
4. Sections 4a, 4b and 4e are amended to provide that the conveyances by the City and County shall occur not later than September 1, 2018.

Except as amended herein, the Interlocal Agreement between the parties hereto is confirmed as being in full force and effect.

Dated to be effective this ____ day of _____, 2018 (“Effective Date of Amendment”).

WILLIAMSON COUNTY, TEXAS

CITY OF HUTTO, TEXAS

By: _____
Dan A. Gattis, County Judge

By: _____
Odis Jones, City Manager

Commissioners Court - Regular Session

40.

Meeting Date: 05/08/2018

SWD Hutto

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 a Special Warranty Deed between Williamson County, Texas, as grantor, and the City of Hutto, Texas, as grantee, for land to be used for purpose of a public street in relation to the Hutto Co-Op District Project.

Background

This conveyance is being made in accordance with the Interlocal Agreement between Williamson County, Texas and the City of Hutto, Texas Regarding Certain County and City Property, as amended, which was approved by the Williamson County Commissioners Court at its January 16, 2018 session.

Fiscal Impact

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

Attachments

[Spec Warranty Deed for Street Property](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 05/02/2018

Reviewed By

Wendy Coco

Date

05/02/2018 02:11 PM

Started On: 05/02/2018 10:45 AM

SPECIAL WARRANTY DEED

Date: May 8, 2018

Grantor: County of Williamson County, Texas

Grantor's Mailing Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Grantee: City of Hutto, a municipal corporation located in Williamson County, Texas

Grantee's Mailing Address: 401 West Front Street
Hutto, Texas 78634

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including all improvements thereon): See Exhibit A attached hereto and made a part hereof.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record as of the date hereof.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, exchanges and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance.

SUBJECT ONLY TO THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED, THE PROPERTY IS SOLD BY GRANTOR AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS AND WITH ALL FAULTS, AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, BY

GRANTOR OR BY ANY PERSON FOR WHOM GRANTOR HAS RESPONSIBILITY THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE, IS FIT FOR A PARTICULAR PURPOSE, OR AS TO THE CONDITION, HABITABILITY, SUITABILITY, OR MERCHANTABILITY OF THE PROPERTY. GRANTEE HAS RELIED AND WILL RELY SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION, STATEMENT OR ASSURANCE BY GRANTOR OR ANY PERSON FOR WHOM GRANTOR HAS RESPONSIBILITY. THE SALES PRICE REFLECTS THE SALE OF THE PROPERTY "AS IS" AND WITH THESE DISCLAIMERS.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

Williamson County, Texas

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

Before me, Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the County of Williamson County, Texas, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of May, 2018.

Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

City of Hutto
401 West Front Street
Hutto, Texas 78634
Attn: City Manager

EXHIBIT A

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:



PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

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;

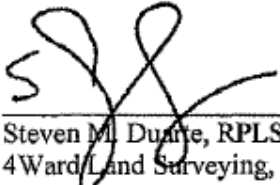
THENCE, leaving the common line of said Lots 23 and 24, and being the common line of said City of Hutto tract and said Williamson County tract, over and across said Lot 24 and said Williamson County tract, **N83°11'49"W**, a distance of **442.80** feet to a calculated point for the southwest corner hereof, 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;

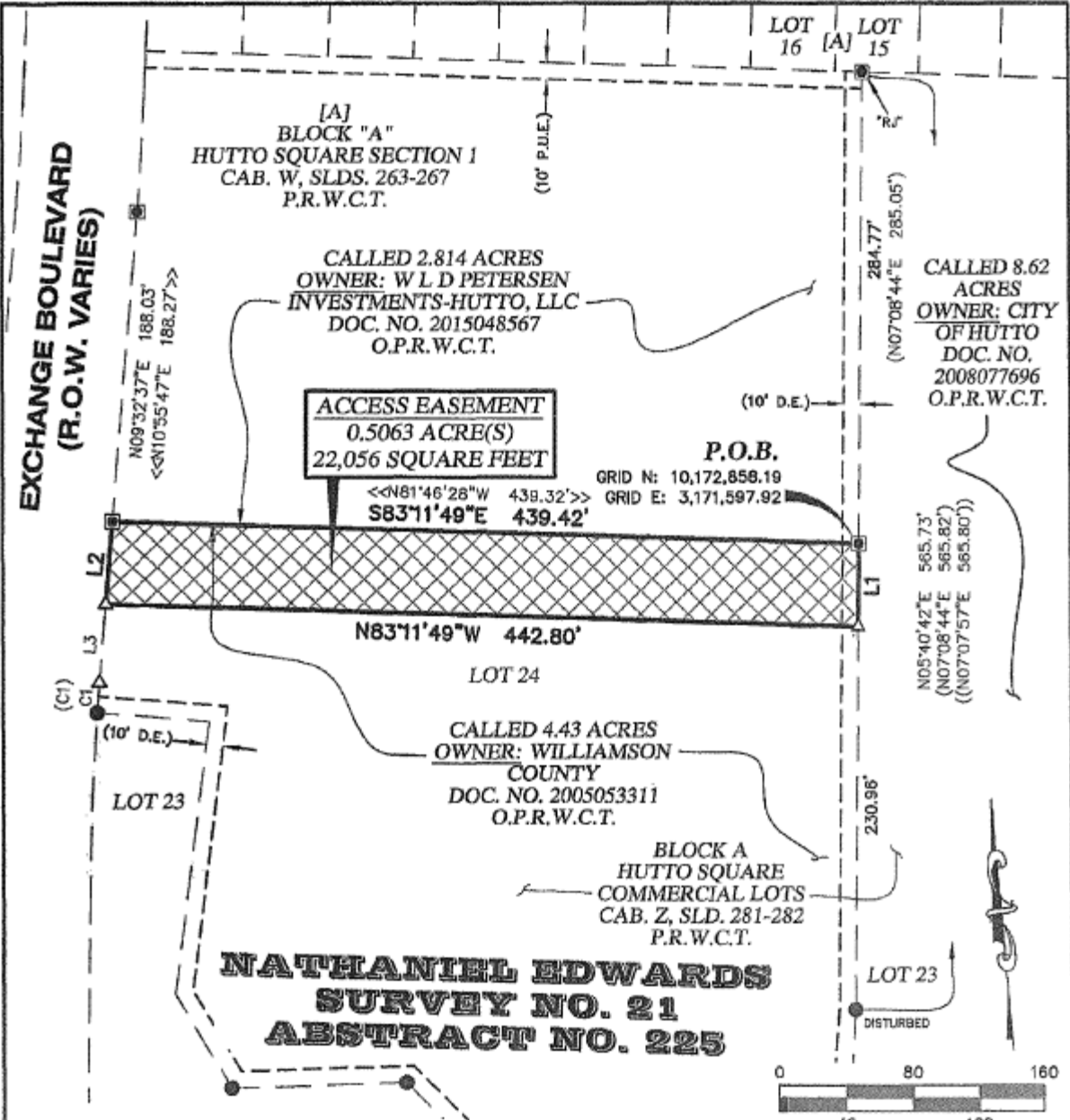
THENCE, leaving the east right-of-way line of said Exchange Boulevard and the west line of said Lot 24, with the common line of said WLD Petersen tract and said Williamson County tract, **S83°11'49"E**, a distance of **439.42** feet to the **POINT OF BEGINNING** and containing 0.5063 Acre (22,056 Square 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\Draw\00627_Access Easement (2017).dws

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	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']

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. 2 PGS. 281-282
((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2015048567

SJD 12/29/2017



**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\Draw\00627_Access Easement (2017).dwg

Commissioners Court - Regular Session

41.

Meeting Date: 05/08/2018

Public Drain Eas

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 a Public Drainage Easement for land to be used for purposes of public drainage in relation to the Hutto Co-Op District Project.

Background

This conveyance is being made in accordance with the Interlocal Agreement between Williamson County, Texas and the City of Hutto, Texas Regarding Certain County and City Property, as amended, which was approved by the Williamson County Commissioners Court at its January 16, 2018 session.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Public Drainage Easement Coop Project

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 05/02/2018

Reviewed By

Wendy Coco

Date

05/02/2018 02:11 PM

Started On: 05/02/2018 10:49 AM

PUBLIC DRAINAGE EASEMENT

Date: May 8, 2018

Grantor: County of Williamson County, Texas

Grantor's Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Easement Tract: All that parcel of land situated in Williamson County, Texas, described in the attached **Exhibit A**

Easement Duration: Perpetual

Easement Purpose: To provide for drainage and related purposes

Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, or other similar improvement in the Easement Tract

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

Repairable Improvements: Asphalt or concrete walkways, driveways, and parking areas at grade level that do not interfere in any material way or are not inconsistent with the rights granted the under this Easement for the Easement Purpose

Grantor, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, hereby dedicates to the public a perpetual, non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted to the public under this instrument for the Easement Purpose, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

Grantor expressly reserves the right to enter upon and use any portion of the Easement Tract, including for the purposes of any Permitted Activity. Grantor shall be obligated to restore or replace to a good and functioning condition as determined by the Grantor in its reasonable discretion only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of use of the Easement Tract.

Except where the context otherwise requires, *Grantor* includes *Grantor's successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

[The remainder of this page is intentionally blank]

Executed effective the Date first above stated.

Grantor: County of Williamson County, Texas

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Before me, the undersigned notary, on this day personally appeared _____, _____ of _____, a _____, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on this 8th day of May, 2018.

Notary Public, State of Texas

EXHIBIT A

Property Description

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:



PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

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;

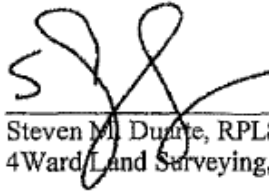
THENCE, continuing over and across said Lot 24 and said Williamson County tract, with the west line of said 10-foot drainage easement, S05°40'42"W, a distance of 229.35 feet to a calculated point for the southeast corner hereof, from which a disturbed 1/2-inch iron rod found at an angle point in the 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:

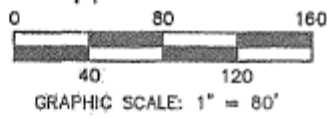
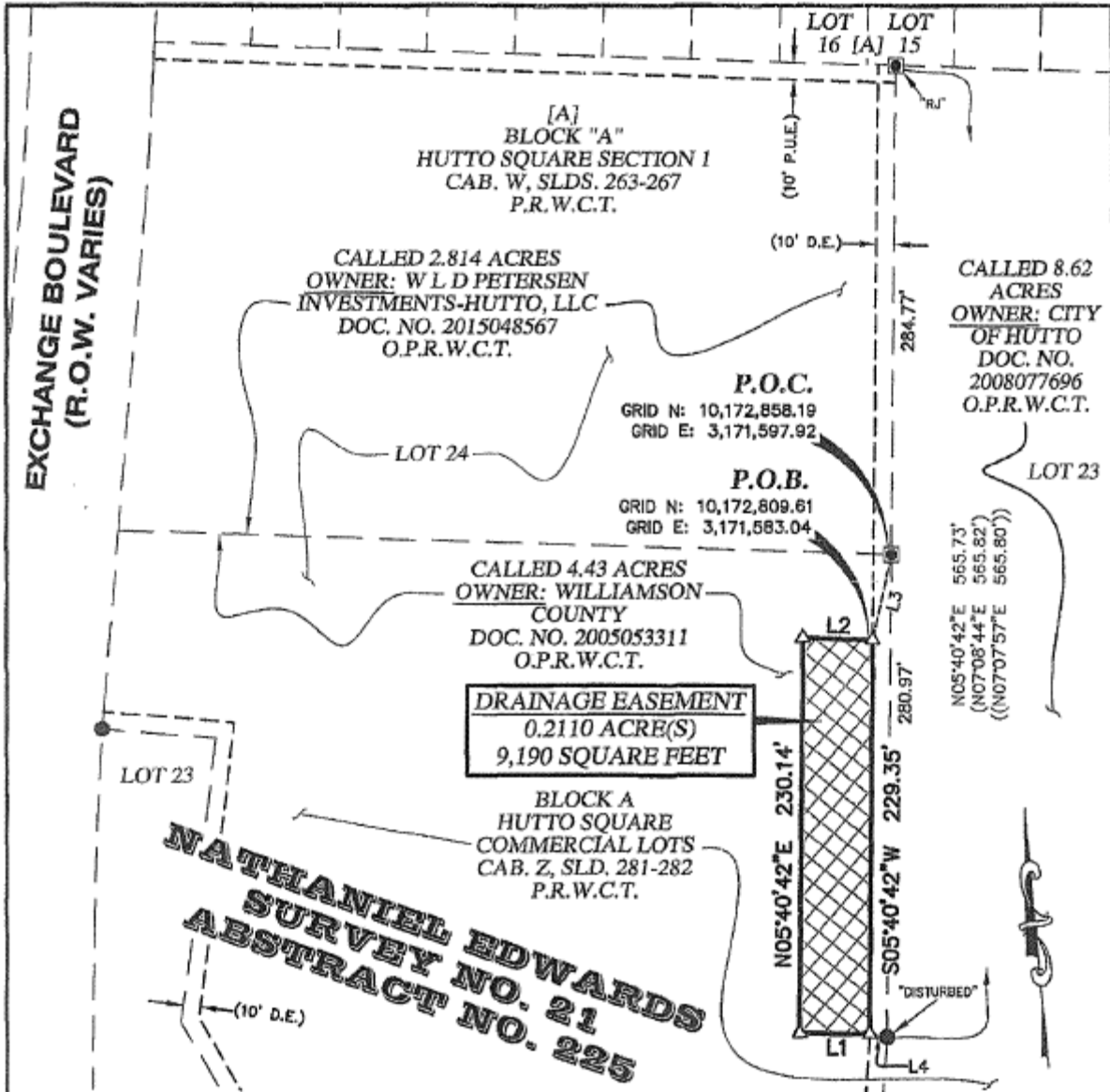
- 1) N84°19'18"W, a distance of 40.00 feet to a calculated point for the southwest corner hereof,
- 2) N05°40'42"E, a distance of 230.14 feet to a calculated point for the northwest corner hereof,
and
- 3) S83°11'49"E, a distance of 40.01 feet to the **POINT OF BEGINNING** and containing 0.2110 Acre (9,190 Square Feet) of land, more or less.

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\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



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:\90827\dwg\00627_Drainage Easement (2017).dwg

Commissioners Court - Regular Session

42.

Meeting Date: 05/08/2018

Vehicle Reimbursement Agreement for Cornerstone Site Services for County Sheriff

Submitted For: Robert Chody

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Cornerstone Site Services (Security/Traffic control on University Blvd., Round Rock)

Background

This agreement gives permission for Cornerstone Site Services to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Cornerston Site Services

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Starla Hall
Final Approval Date: 05/01/2018

Reviewed By

Wendy Coco

Date

05/01/2018 04:52 PM
Started On: 04/27/2018 02:12 PM

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

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

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

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

4. The term of this AGREEMENT shall begin on the April 25, 20 18 and shall terminate on September 30, 20 18. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

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

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

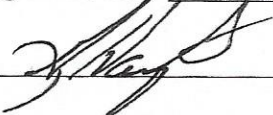
9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Cornerstone Site Services

Signature: 

Printed Name: Greg Hampton

Title: Co-Owner

Date: April 25, 2018

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: 

Date: 4-30-18, 2018

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

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

Commissioners Court - Regular Session

43.

Meeting Date: 05/08/2018

Advertisement Approval IFB 1804-226 Expo Fans

Submitted For: Randy Barker

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Commercial Fans for Williamson County Expo Center under IFB # 1804-226.

Background

Williamson County is seeking suppliers to provide commercial fans for the outdoor arena and expo areas of the Williamson County Expo Center. The Expo Center currently has six (6) installed MacroAir AirVolution-D780 fans in operation. Installation of fans shall be turn key including mechanical installation of fans and controllers, electrical-pulling wires through existing conduit, including wiring and emt work in electrical room. Initial purchase will be for an additional five (5) fans (2-24' Fans & 3-18' Fans). Funding source will be 01.0100.0510.005300 and was budgeted for FY18.

Fiscal Impact

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

Attachments

Bid Packet

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 05/03/2018

Reviewed By

Randy Barker
Wendy Coco

Date

05/03/2018 09:22 AM
05/03/2018 10:31 AM
Started On: 04/27/2018 08:20 AM

Solicitation 1804-226

Commercial Fans for Williamson County Expo Center

Bid Designation: Public



Williamson County, Texas

Bid 1804-226

Commercial Fans for Williamson County Expo Center

Bid Number	1804-226
Bid Title	Commercial Fans for Williamson County Expo Center
Bid Start Date	In Held
Bid End Date	May 30, 2018 3:00:00 PM CDT
Question & Answer End Date	May 25, 2018 5:00:00 PM CDT
Bid Contact	Blake Skiles Senior Purchasing Specialist 512-943-1478 blake.skiles@wilco.org
Contract Duration	2 years
Contract Renewal	2 annual renewals
Prices Good for	90 days
Pre-Bid Conference	May 16, 2018 2:00:00 PM CDT Attendance is optional Location: Williamson County Expo Center 5350 Bill Pickett Trail Taylor, TX 76574
Bid Comments	Williamson County is seeking suppliers to provide commercial fans for the outdoor arena and expo areas of the Williamson County Expo Center. The Expo Center currently has six (6) installed MacroAir AirVolution-D780 fans in operation. Installation of fans shall be turn key including mechanical installation of fans and controllers, electrical-pulling wires through existing conduit, including wiring and emt work in electrical room. Initial purchase will be for an additional six (6) fans.

Item Response Form

Item 1804-226--01-01 - Please Attach All Documents To This Line

Quantity 1 each

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description

Please Attach All Documents To This Line



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1804-226 Commercial Fans for Williamson County Expo Center

**BIDS MUST BE RECEIVED ON OR BEFORE:
May 30, 2018 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:
May 30, 2018 3:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

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

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

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

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

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



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

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

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Price Sheet.
- C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.
- D. References. Please see Section 3.15, References, for more information.
- E. Bid Affidavit.
- F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Bid.
- B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.
- C. The Bid's Federal Employer Identification Number.
- D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11 REJECTION OR ACCEPTANCE.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. The IFB and its Addenda (if applicable); and
 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. Terms and conditions of the Ensuing Agreement;
 2. The IFB its Addenda; and
 3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

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

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

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

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.



Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

1.2 Technical Contact

Clint Chitsey (or successor), General Manager, Williamson County Expo 5350 Bill Pickett Trail, Taylor, TX 76574 shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

1.3 Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term of twenty-four (24) months, beginning June 12, 2018 and ending June 11, 2020.

1.4 Contract Extensions

At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. This extension will be in twelve (12) months increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same unless if requested by the successful bidder and approved by the Commissioners Court, a price escalation at renewal time is awarded of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States department of Labor, Bureau of Labor Statistics.

Additional Stipulations - Bid

The yearly increase in the CPI shall be the latest index published one hundred and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extension will not exceed a maximum combined period of forty-eight (48) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the successful bidder may elect to terminate this agreement, with no additional liability to the County. The County and successful bidder agree that termination shall be the successful bidder's sole remedy under this circumstance.

1.5 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

1.6 Insurance Requirements

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision.

Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Additional Stipulations - Bid

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Bidder and County.

The following coverage limits shall be required at a minimum:

- | | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| A. | Worker's Compensation | Statutory – Texas Law |
| B. | Employer's Liability: | |
| | Bodily Injury by Accident | \$500,000 Ea. Accident |
| | Bodily Injury by Disease | \$500,000 Ea. Employee |
| | Bodily Injury by Disease | \$500,000 Policy Limit |
| C. | Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: | |
| | COVERAGES | PER PERSON PER OCCURRENCE |
| | Comprehensive General Liability | \$1,000,000 \$1,000,000 |
| | Aggregate policy limits: | \$1,000,000 |

Successful Bidder's property will not be covered by any insurance that may be carried by Williamson County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed \$100,000.
Williamson

County shall be named as an additional insured under any policy of insurance required hereunder.

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Bidder shall furnish County with a certificate of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

Additional Stipulations - Bid

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

Bid Form

Commercial Fans for Williamson County Expo Center

Williamson County is seeking suppliers to provide commercial fans for the outdoor arena and expo areas of the Williamson County Expo Center. The Expo Center currently has six (6) installed MacroAir AirVolution-D780 fans in operation. Installation of fans shall be turn key including mechanical installation of fans and controllers, electrical-pulling wires through existing conduit, including wiring and emt work in electrical room. Initial purchase will be for an additional five (5) fans (2-24' Fans & 3-18' Fans).

MacroAir AirVolution-D 780 (or equivalent) turn key price per fan:

24' Fan \$ _____

18' Fan \$ _____

Estimated Freight for five (5) fans:

\$ _____

Installation Cost for five (5) fans:

\$ _____

Installation Includes:

Installation Excludes:

Warranty Information:

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	<input style="width: 100%;" type="text"/>
Address of Bidder:	<input style="width: 100%;" type="text"/>
Email:	<input style="width: 100%;" type="text"/>
Telephone:	<input style="width: 100%;" type="text"/>
Printed Name of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>
Signature of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (Name of Signer), who after being by me duly sworn, did depose and say: "I, , (Name of Signer) am a duly authorized officer of/agent for (Name of Bidder) and have been duly authorized to execute the foregoing on behalf of the said (Name of Bidder).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE		Form CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
1	<p>Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
2	<p style="text-align: center;">Check this box if you are filing an update to a previously filed questionnaire.</p> <p><input type="checkbox"/></p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto; text-align: center;">5</div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto; text-align: center;">6</div>
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto; text-align: center;">5</div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto; text-align: center;">6</div>

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p style="text-align: center;">Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
	Signature of person doing business with the governmental entity	Date
Signature not required if completing in BIDSYNC electronically.		

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

Question and Answers for Bid #1804-226 - Commercial Fans for Williamson County Expo Center

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session

44.

Meeting Date: 05/08/2018

Approving 1st Ammendment to GMP Georgetown Annex Project

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 a First Amendment to Guaranteed Maximum Price Amendment between Williamson County, Texas and Chasco Constructors, LTD, L.L.P. relating to the Williamson County Georgetown Annex Project.

Background

This is a Security Systems Allowance Return because Williamson County can obtain the Security System at a lower price than Chasco can obtain it. This amendment reduces the total GMP by the amount of \$100,000.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Proposal

Amendment

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 05/03/2018

Reviewed By

Randy Barker
Wendy Coco

Date

05/03/2018 09:31 AM
05/03/2018 10:31 AM
Started On: 04/30/2018 07:53 AM



P.O. BOX 1057
ROUND ROCK, TX 78680
Ph : 512-244-0600

Change Order

Project:
20-15092 WILCO ANNEX - GC
151 WILCO WAY
GEORGETOWN, TX

Change Order: 8
Date: 4/24/2018

Architect's Project:

To Contractor:
CHASCO CONSTRUCTORS
P.O. BOX 1057
ROUND ROCK, TX 78680


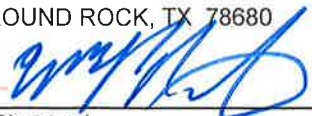
The Contract is changed as follows:

Security Systems Allowance Return
20 Security Systems Allowance Return \$-100,000.00

The original Contract Amount was	\$14,919,081.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$14,919,081.00
The Contract will be increased by this Change Order in the amount of	\$-100,000.00
The new Contract Amount including this Change Order will be	\$14,819,081.00

The date of Substantial Completion as of the date of this Change Order therefore is

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

ARCHITECT	CHASCO CONSTRUCTORS CONTRACTOR P.O. BOX 1057 ROUND ROCK, TX 78680	OWNER
		
(Signature)	(Signature)	(Signature)
By <u>Keith A. Hickman</u>	By <u>Bill Bambrick, Sr PM</u>	
Date <u>25 April 2018</u>	Date <u>4/24/2018</u>	

FIRST AMENDMENT TO
GUARANTEED MAXIMUM PRICE AMENDMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS FIRST AMENDMENT TO GUARANTEED MAXIMUM PRICE AMENDMENT, hereinafter "First Amendment", is entered into effective as of the date of the last party's execution hereof, between **Williamson County, Texas** (the "Owner") and **Chasco Constructors, LTD, L.L.P.** (the "Construction Manager").

RECITALS

WHEREAS, Owner and Construction Manager executed that certain Agreement Between Owner and Construction Manager-at-Risk, dated effective December 17, 2015, for the construction of the Williamson County Georgetown Annex (the "Project");

WHEREAS, Construction Manager submitted to Owner and Owner accepted a Guaranteed Maximum Price Proposal for the Project, dated effective August 21, 2017, based on Plans and Specifications developed for the Project (the "GMP Amendment");

WHEREAS, Owner has opted to obtain, on its own, the Security System due to an ability to procure same at a lower price;

WHEREAS, due to Owner procuring such Security System, the total GMP amount in the GMP Amendment must decreased by the amount of \$100,000.00;

NOW, THEREFORE, premises considered, Owner and Construction Manager agree that the GMP Amendment is amended as follows:

ADMENDMENTS

1. The total Guaranteed Maximum Price (GMP) which the Construction Manager hereby guarantees to the Owner for constructing the Project complete in place and operational, which includes Alternate 2- Pavilion, shall be **decreased** from **\$14,919,081.00** to **\$14,819,081.00**.
2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this First Amendment and to perform its obligations under the Agreement and GMP Amendment; and, furthermore, the Agreement, GMP Amendment and this First Amendment are the valid, binding and enforceable obligations of such party.
3. All other terms of the Agreement, GMP Amendment 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 parties hereto have caused this First Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the

last party's execution hereof.

Williamson County, Texas:

By: _____
Dan A. Gattis, County Judge

_____, 20____

Chasco Constructors, LTD, L.L.P.:

By:  _____
Signature

BILL BAMBRICK
Printed Name

SR. PM
Title

APRIL 26, 2018
Date

Commissioners Court - Regular Session

45.

Meeting Date: 05/08/2018

Approval of new Purchasing Manual

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving revisions to the Purchasing Manual, Procurement (P-Card) Manual, Evaluation Committee Guidelines and associated forms.

Background

Purchasing Manual

1. We have attempted to improve the wording to make it more user friendly.
2. Processes & requirements more clearly defined & easier to read/understand.
3. Section added for Assets to align with recently added Purchasing responsibilities.
4. Change in \$ thresholds increased from \$2,000 to \$5,000.

Evaluation Committee Policy, Non-Disclosure Agreement, Conflict of Interest Document

1. Content & wording revised to increase "user friendliness" while maintaining compliance requirements.

Blanket Non-Disclosure Document

1. Document created to provide blanket compliance for Elected Officials, Department Heads & Senior Managers. This document will be refreshed on an annual basis but replace the need for those individuals to sign a Non-Disclosure Agreement every time we have a solicitation in their area. We fully understand and expect that they will be provided information & updates on every project in their area.

Procurement Card Policy

1. We have attempted to improve the wording to make it more "user friendly".
2. Processes & requirements more clearly defined & easier to read/understand.
3. Removed redundant sections.
4. Change in \$ thresholds increased from \$2,000 to \$5,000.
5. Recommendations by Internal Audit from recent P-Card Program Audit have been included as well, specifically wording requiring Department Heads to enter employee account cancellations in Oracle when an employee is terminated.

Fiscal Impact

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

Attachments

- [Purchasing Manual](#)
- [Evaluation Committee Guidelines](#)
- [Blanket Non-Disclosure Form](#)
- [Non-Disclosure Form](#)
- [Conflict of Interest](#)
- [P-Card Manual](#)

Form Review

Inbox	Reviewed By	Date
--------------	--------------------	-------------

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kerstin Hancock
Final Approval Date: 05/03/2018

Randy Barker
Wendy Coco

05/03/2018 09:35 AM
05/03/2018 10:31 AM
Started On: 05/02/2018 10:48 AM

Williamson County Purchasing Manual



Purchasing Department

May 2018

Preface

The Williamson County Purchasing Manual is designed to be a general guideline for Williamson County officials, employees, and suppliers addressing purchasing requirements and general operating procedures. This guide will benefit those individuals participating in the purchase process for commodities, services, maintenance, professional services, and construction.

The information provided here follows Williamson County Policies and laws of the State of Texas. All references to Federal, or State of Texas statutes, and Williamson County Policies in this document refer to the statutes and policies as they exist at the time of publication of this Purchasing Manual and may be amended later if necessary.

Please consider this information as your introduction to the essentials needed for purchasing goods and services on behalf of Williamson County. It is intended to reflect current procurement methods and will be updated as new business practices are identified.

This document is not all inclusive and the Purchasing Department keeps more detailed information on procedures, designated for internal use. This manual, which was approved by the Williamson County Commissioners Court, is a living document and will be updated yearly as changes arise.

If you have any questions that are not answered here, please visit the Purchasing Department website at: <https://wilco365.sharepoint.com/purchasingportal/Pages/PurchasingPortal.aspx>

The Purchasing Department may also be reached by email at purchase@wilco.org, via telephone at 512-943-3553 or by visiting our location at 901 S. Austin Avenue, Georgetown, TX

It is the mission of the Purchasing Department to increase value and reduce risks by having Williamson County officials, employees, and suppliers come together to work with a purchasing process that is consistent, fair, transparent, and effective.

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SECTION 1

INTRODUCTION

A. Goals and Objectives of Public Purchasing

It is Williamson County's policy to conduct all purchasing strictly in accordance with the laws of the State of Texas and policies adhering to these laws as approved by the Williamson County Commissioners Court.

Williamson County is dedicated to maintaining a cost-effective purchasing process with good management practices where cooperation from every County Official, Department Head and County employee is of vital importance for the process to be successful.

This includes proper planning and timely submission of purchase requests, so the process can be facilitated smoothly and at the lowest cost possible. Through our processes we strive to serve the County Taxpayers by ensuring fair and equitable treatment of everyone who interacts with the County's procurement process.

In its purchasing practices, Williamson County will consider:

- Price of the product or service;
- Quality and Reliability of the product or service;
- Product or service meets specifications;
- Delivery Terms;
- Vendor Performance.

B. Purchasing Law

It is the policy of Williamson County to fully comply with all purchasing laws enacted by the Texas Legislature. It is the statutory responsibility of the Purchasing Agent to purchase all supplies, materials, and equipment required or used, and contract for repairs to property used by the County. The Purchasing Agent shall supervise all purchases and contracts for Williamson County.

Other responsibilities of the Purchasing Agent include Interlocal and Cooperative Purchasing Agreements, Disposition of Surplus and Salvaged Property, and Asset inventory reporting in collaboration with the Williamson County Auditor's Office.

Following is a list of Purchasing Statutes the County adheres to. This list is not an all-inclusive list:

- Texas Local Government Code:
 - County Purchasing Act (Chapter 262, subchapter C), Public Property Finance Act (Chapter 271, subchapter B), State Contract (sec. 262.002, and Chapter 271, subchapter D);

- Texas Government Code:
 - Interlocal Cooperation Contracts (Texas Government Code, Chapter 791), Payment for Goods and Services (Texas Government Code, Chapter 2251), Contracts with Governmental Entities, Non-Residential Bidders (Texas Government Code, Chapter 2252), Public Works Performance and Payment Bonds (Texas Government Code, Chapter 2253), Professional Services Procurement Act (Texas Government Code, Chapter 2254, subchapter A), Prevailing Wage Rate for Construction of Public Works (Texas Government Code, Chapter 2258), Contracting and Delivery Procedures for Construction Projects (Texas Government Code, Chapter 2269);
- Texas Council on Purchasing from People with Disabilities (Texas Human Resource Code, Chapter 122);
- Sales tax exemption for governmental entities (Texas Tax Code, section 151.309);
- Workers' Compensation Compliance (Workers' Compensation Rule 110.110);
- Uniform Electronic Transaction Act (Texas Business & Commercial Code, Chapter 322).

C. Definitions

ADVERTISEMENT or ADVERTISE - A public notice put in a newspaper of general circulation containing information about an Invitation for Bid, Request For Proposal, or Request for Qualifications as specified in TEX. LOC. GOV'T CODE ANN., §262.025.

ADDENDUM - A document used to change the specifications, terms and/or conditions of an event.

AMENDMENT - A change or addition to a legal or statutory document.

ANNUAL TERM CONTRACT - A recurring contract for goods or services, usually in effect on a 12-month basis.

AUDITOR - Williamson County Auditor and their designated representatives.

BEST VALUE - A method of evaluating price that includes an evaluation based on the total life cycle cost of the item or service. Best value is the lowest and best overall life cycle cost proposal taking into consideration numerous factors depending on what is being procured.

BID BONDS - A deposit required of bidders to protect the County if a low bidder withdraws its bid or fails to enter into a contract.

BIDDER - A vendor that submits a bid, including anyone who acts on behalf of the vendor that submits a bid, such as agents, employees, and representatives.

BIDDERS LIST - An automated list of suppliers who have registered through Williamson County's Supplier Portal indicating an interest in submitting bids for particular categories of goods and services.

BIDSYNC - Used to set up, maintain, and analyze bidding events. It is a system for requesting bids, quotes, awarding events, developing bid lists, and maintaining the supplier portal.

CHANGE ORDER - A construction contract document that changes the contract by increasing or decreasing the cost or the time for performance or changes the goods or services to be delivered.

COMMISSIONERS COURT - Williamson County Commissioners Court.

COMMODITY CODES - A means of classifying goods and services with a unique number assigned to each description.

COMPETITIVE BIDDING - Allowing available suppliers to compete to provide goods and/or services.

COMPETITIVE PROPOSAL PROCESS - Available suppliers compete to provide goods and services in compliance with TEX. LOC. GOV'T CODE ANN., §262.030.

COMPONENT PURCHASES - Purchasing a series of component parts of goods that normally would have been purchased as a whole.

CONTRACT - A formal, written agreement executed by the County and a vendor containing the terms and conditions under which goods or services are to be furnished to the County and the County's authorized representative commits County funds.

CONTRACT MANAGEMENT - Contract Management is used to process the creation and management of contracts based on items or services purchased over the lifetime of a contract.

CONTRACTOR - A supplier, which has been awarded a contract by Williamson County.

COUNTY - Williamson County.

CYCLE TIME - The time between when a purchase requisition is assigned to a buyer for action and when an actual purchase order is placed with a vendor. Cycle time does not include the time required for delivery, or the time it takes for the Purchasing Department to make corrections to the requisition.

EMERGENCY PURCHASE - A purchase that is needed because of an emergency condition as described in TEX. LOC. GOV'T CODE ANN., §262.024(a) (1).

EMPLOYEE - Any County, district or precinct elected official, appointed official, or employee when the purchase will be funded even partially with County funds or anyone who acts on behalf of any of these persons.

END-USER DEPARTMENT - The department that ultimately uses the finished goods or services when the purchase or construction is completed.

EVENT- An electronic document (solicitation), such as an invitation for bid (IFB), request for quotes (RFQ), request for proposal (RFP) or request for qualifications (RFQ), issued by the Purchasing Department. The document contains terms and conditions for a contract and it requests (solicits) a bid or proposal for goods or services needed by the County.

FORMAL COMPETITIVE BIDDING - The bidding process (\$50,000 and above) specified in TEX. LOC. GOV'T CODE ANN., §262.023 which requires approval by the Commissioners Court.

GOODS - Includes any personal property to be purchased by the County, including equipment, supplies, material and component or repair parts.

INVITATION FOR BID or IFB - Specifications and bidding documents requesting pricing for a specified good or service, which has been advertised for bid in a newspaper.

ITEM– Any service, equipment, good, or other tangible or intangible personal property, including insurance and high technology items. This does not include professional services as defined by Texas Government Code, Section 2254.002.

LEASE - A contract for the use of personal property for a period of time in return for a specified compensation.

LOWEST RESPONSIBLE BID - The offer from the responsible bidder who submits the lowest and best bid meeting all requirements of the specifications, terms, and conditions of the invitation for bid. The lowest responsible bid includes any related costs to the County in a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract and takes the vendor's past performance into consideration.

MODIFICATION - A document used to change the terms and/or conditions of a contract.

NEGOTIATION - A consensual bargaining process in which the County and vendors attempt to reach an agreement on differences in desired contract provisions or a potentially disputed matter for the purposes of reaching an understanding.

OFFICIAL - Any elected or appointed official and any person authorized to act on their behalf.

ORACLE - Williamson County's Financial Management System, which includes the Purchasing module.

PAYMENT BOND – A surety bond executed in connection with a contract that secures the payment requirement of a Contractor.

PRE-BID/PROPOSAL CONFERENCE - A conference conducted by the Purchasing Department for the benefit of those wishing to submit a bid or proposal for goods or services required by the County. The conference is held to allow bidders/proposers to ask questions about the proposed contract and particularly the contract specifications.

PERFORMANCE BOND – A surety bond that provides assurance of a Contractor’s performance of a certain contract.

PROFESSIONAL SERVICES – A service directly related to professional practices including those services within the scope of the practice of accounting; architecture; optometry; medicine; land surveying; and professional engineering (as defined per Texas Government Code 2254).

PROPRIETARY INFORMATION - Information in bids or proposals to which Vendor/Suppliers claim ownership or exclusive rights and which is protected from disclosure in the Texas Open Records Act (TEX. LOC. GOV'T CODE ANN., chapter 552).

PUBLIC WORKS – Constructing, altering, or repairing a public building or carrying out or completing any public work.

PURCHASE ORDER - An order by the Purchasing Department for the purchase of goods and services on the County's standard Purchase Order and which, when accepted by the vendor without qualification becomes a contract. The vendor agrees to deliver and invoice for goods or services specified, and the County commits to accept the goods or services for an agreed upon price.

PURCHASING - The act, function, and responsibility for the acquisition of goods and services including construction and professional/personal services.

PURCHASING ACT - Chapter 262, subchapter C of the Texas Local Government Code, which governs the conduct of purchasing activity for counties.

PURCHASING AGENT -The purchasing agent appointed by and reporting to the Commissioners Court.

PROCUREMENT CARD (P-Card) - A type of credit card used for smaller purchases to achieve greater cost efficiency, control and convenience.

PROCUREMENT CARD HOLDER – County personnel who have been issued P-cards and who are authorized to make purchases in accordance with purchasing card procedures.

PROCUREMENT CARD PROGRAM ADMINISTRATOR - Located in the County Purchasing Department and is responsible for processing Cardholder applications and agreements, issuing P-Cards, providing training to Cardholders, assisting Cardholders with inquires, monitoring P-Card usage, and revoking Cardholder privileges when necessary.

PURCHASING DEPARTMENT - Williamson County Purchasing Agent and staff.

PURCHASING LAWS - The laws that govern County purchasing.

REQUEST FOR INFORMATION (RFI) - A general request to contractors for information for a potential future solicitation which is used as a research and information gathering tool for preparation of specifications and requirements. Must be issued by the Purchasing Department.

REQUEST FOR PROPOSAL (RFP) - A document requesting an offer be made by a vendor, which allows for negotiations after a proposal has been received, but before award of the contract for goods and services procured in compliance with TEX. LOC. GOV'T CODE ANN., section §262.0295 or §262.030.

REQUEST FOR QUALIFICATIONS (RFQ) - A document that requests details about the qualifications of professionals whose services must be obtained in compliance with the Professional Services Procurement Act and Texas Government Code, Chapter 2269.

REQUISITION - A request by a department to the Purchasing Department which authorizes the Purchasing Department to issue a Purchase Order and enter into a contract with a vendor to purchase goods or services for the County and the Auditor to charge the appropriate department budget. This automated form is for internal use and cannot be used by a department to order materials directly from a vendor.

RESPONSIVE - A vendor who has complied with all material aspects of the solicitation document, including submission of all required documents.

RESPONSIBLE - A vendor who has the capability to perform fully and deliver in accordance with the contract requirements based on consideration of past performance, financial capabilities, and business management.

REVERSE AUCTION - A method for procurement in which the roles of the buyer and the seller are reversed to drive purchase prices down.

SEALED BIDS - Competitive bids required to be advertised in a newspaper and submitted to the Purchasing Department in a sealed envelope or electronically via encrypted method.

SEPARATE PURCHASES - Purchases made in a series of separate purchases, goods and services that in normal purchasing practices would have been purchased in one purchase.

SEQUENTIAL PURCHASES - Purchases made over a period of time that in normal purchasing practices would be made as one purchase.

SERVICES - Includes all work or labor performed for the County on an independent contractor basis, including maintenance, construction, manual, clerical, personal or professional services.

SINGLE PURCHASE LIMIT - A dollar amount placed on P-Cards per transaction as established by the User Department Head and identified in this Manual.

SOLE SOURCE GOOD OR SERVICE - A good or service that can be obtained from only one source that is purchased in compliance with TEX. LOC. GOV'T CODE ANN., section §262.024 (a)(7) and (c).

SOLICITATION - A document (such as an IFB, RFP, RFQ, RFI) or Reverse Auction issued by the Purchasing Department that contains terms and conditions for a contract to solicit a response from vendors to provide goods or services needed by the County.

SPECIFICATIONS - A concise description of a good or service that an entity seeks to buy and the requirements the vendor must meet to be considered for the award. A specification may include requirements for testing, inspection, or preparing any item for delivery, or preparing or installing it for use. The specification is the total description of the item to be purchased.

SUPPLIER - A business entity or individual that seeks a contract to provide goods or services to the County.

USER DEPARTMENT - All County and precinct offices and subdivisions, as well as district offices when the purchases are funded even partially with County funds; the department from whose budget the contract will be paid.

VENDOR - A business entity or individual that has a contract to provide goods or services to the County.

D. General Ethical Standards

The Williamson Purchasing Department believes that the following ethical principles must govern the conduct of every person who is involved in the purchase of commodities, services, maintenance, professional services, and construction, on behalf of the Williamson County taxpayers. This code of ethics coincides with the Code of Ethics of the National Institute of Governmental Purchasing which is one of the leading Procurement Associations in North America as well as internationally recognized.

- Personal Gain – It shall be a breach of ethics to attempt to realize personal gain through public employment with Williamson County by any conduct inconsistent with the proper discharge of the employee's duties.
- Influence – It shall be a breach of ethics to attempt to influence any public employee of Williamson County to breach the standards of ethical conduct set forth in this code.
- Conflict of Interest – It shall be a breach of ethics for any employee of Williamson County to participate directly or indirectly in procurement when the employee knows that:
 - The employee or any member of the employee's immediate family has financial interest pertaining to the procurement;

- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; and
 - Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
- Gratuities – It shall be a breach of ethics to offer, give or agree to give any employee or former employee of Williamson County, or for any employee or former employee of Williamson County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore pending before this local government.
 - Kickbacks – It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Williamson County, or any person associated therewith, as an inducement for the award of a subcontract or order.
 - Contract Clause – The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.
 - Confidential Information – It shall be a breach of ethics for any employee or former employee of Williamson County knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

E. Process

Williamson County uses a modified purchasing model where some purchasing responsibilities are delegated to the End-users. Williamson County relies heavily on the End-users' expertise when creating specifications or evaluating goods and services.

Generally, the purchasing process begins with the End-user identifying requirements. Next steps may include issuing a requisition and/or request for IFB/RFP/RFQ (work sheet), contract generation, receipt and payment of goods and services.

For the process to work smoothly, coordination among many County departments and offices is necessary. In most cases, a contract process involves the following parties:

- Budget (works with End-user on including request in departmental budget);
- End-user/Requestor (defines requirements), Contract Administrator;

- Purchasing/Contracts (reviews the contract for compliance with purchasing procedures);
- Legal (reviews the contract for compliance with the Law and Commissioners Court policies);
- Contract Audit (verifies funds are available and reviews for compliance with County Auditor's policies);
- Commissioners Court (approves the contract);
- Auditor/Accounts Payable (processes payment of goods and/or services);
- County Treasurer (issues payment of goods and/or services).

In some cases, review and approval of the purchase from other departments may be required before a Purchase Order and/or contract can be executed. Examples of purchases requiring additional approval are as follows:

- **Technology solutions** such as software, hardware, or services must have IT approval prior to the purchase;
- **Human Resources-related purchases** such as Counselling, Benefits, services related to employees, software purchases including HR aspects, staffing, risk insurance, day laborers must be approved by Human Resources prior to the purchase;
- **Radio Equipment** must be approved by the Wireless Communications Department prior to the purchase;
- **Vehicles** must be approved by Fleet Services prior to purchase.

To avoid delays in the process and to ensure compliance with County policy and state law, user departments should remember the following:

1. **Only utilize purchasing strategies that do not restrict competition such as component purchases, separate purchases, and sequential purchases.** According to Texas Local Government Code §262.034(a), a County officer or employee **who intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements** of Section §262.023 is committing a Class B misdemeanor. A Class B misdemeanor is punishable by fine up to \$2,000, up to 180 days in jail, or both.
2. Only engage in activities and behaviors that do not create a conflict of interest or the perception of a conflict of interest.
3. **Only commit to purchasing goods or services after the Purchasing Department issues an authorized Purchase Order.** The general rule is that a Purchase Order is required for most purchases greater than \$5,000 prior to a purchase being made. Details are noted in Section 4.C of this manual.
4. **Ensure funding is available before submitting a requisition.** The law does not allow expenditures that exceed budgets. The Purchasing Department will not process requisitions for which adequate funding is not available.

- 5. Plan purchases to minimize the use of emergency and expedited purchases.** Rush purchases are generally more expensive, and they delay other requisitions already in the system. Vendors may attempt to charge premium prices for goods and services when there is insufficient time allowed to explore alternatives. Departments and Offices are encouraged to forecast their procurement needs and services at the beginning of each fiscal year.
- 6. Ensure that purchasing policies and procedures are understood before ordering.** Departments must assure that all employees responsible for making department purchase requests have read and understand the purchasing procedures in this Manual. Departments should also ensure that End-users attend annual training provided by the Purchasing Department.
- 7. Coordinate with the Purchasing Department on receipt of goods and services.** Since the County does not have centralized receiving, each department is responsible for individually receiving goods and services.
- 8. Vendor Performance Reporting.** Departments should call or email their purchasing contact for vendor performance issues such as shortages, late delivery or damaged merchandise. End-users are also encouraged to enter vendor performance issues as well as positive feedback, into the County's vendor performance reporting system for documentation in the file. The vendor performance reporting system is located on the internal Purchasing Department SharePoint site at:

<https://wilco365.sharepoint.com/purchasingportal/Pages/PurchasingPortal.aspx>.

SECTION 2

PROCUREMENT PLANNING

A. Purpose

It is important that enough time is allowed for a purchasing request to allow for proper planning and identification of needs in advance to the submission of a purchase requisition. This is so the best goods and services possible can be obtained at competitive pricing through fair and open competition. As soon as the need arises, the End-user department should identify clearly the requirements of the goods and/or services needed, quantity of the goods and/or services as well as the time frame in which they are needed. Besides developing the specifications, the End-user, together with the Purchasing Department, should create a timeline to schedule various tasks to facilitate the purchasing process. An unrealistic time line may cause a restriction in competition causing potential price increases.

B. Timelines

An essential element of proper planning is to consider the “Administrative Lead Time” required when processing a competitive procurement. Administrative Lead Time is defined as the period of time from initiation of the requirement by the user to issuance of an award. For competitive sealed bidding or competitive negotiation (those greater than \$50,000), the minimum time required to prepare, solicit, evaluate, and make an award is 8 to 12 weeks depending on the complexity of the procurement. **Please remember that this period should be included in your planning.**

SECTION 3

SPECIFICATIONS

A. Definition

A specification is a document which provides vendors with clear and precise requirements and criteria of the minimum standard acceptable for goods or services they must meet to be considered for award. A specification may include requirements for testing, inspection or preparing an item for delivery, or preparing or installing it for use.

Specifications also provide purchasing personnel with a clear guideline of what product or service the End-user intends to procure so vendors can be provided with firm criteria of minimum product or service acceptability. Since the Williamson County Purchasing Department is not centralized, it is the End-user's responsibility to identify the requirements to create an effective specification document. As a result, a good specification should:

- Set the minimum acceptability of the goods or service. Too high a standard could mean wasted tax dollars. Too low a standard, and the good or service may not meet the expectations of the user;
- Promote competitive bidding. Restrictive specifications decrease competition and may lead to increased pricing;
- Include provisions for reasonable tests and inspections for acceptability of the good or service. The methods and timing of testing and inspection must be indicated in the specification. Tests should refer to nationally recognized practices and standards whenever possible;
- Provide fair and impartial award to the lowest qualified bidder or best value proposal.

While specifications may be prepared by the user department or an outside entity, the final authority and control of the specification resides with the Purchasing Department to ensure that the specification is not too restrictive, and that competition is promoted. Material changes to specifications will be coordinated with the user department.

B. Types of Specifications

There are several types of specifications commonly used, depending on the requirement. Specifications may also be a combination of the different types.

- Design Specifications
 - detailed descriptions of a good or service, including details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients and all other details necessary to produce an item of minimum acceptability;

- usually required for construction projects, custom-produced items and many services.
- Performance Specifications
 - goods and/or services are described in terms of required performance;
 - may include details such as required power, strength of material, test methods, standards of acceptability and recommended practices.
- Combination Specifications
 - Contain elements of both design and performance specifications;
 - Some features of each are included to allow a vendor to use ingenuity to meet the performance needs of Williamson County and to acquire certain necessary design characteristics;
 - Probably most commonly used specification.
- Brand-Name Specifications
 - Lists goods or services by brand name, model and other identifying specifications to limit the bidding to a single preferred product;
 - Should be avoided and be used where ONLY one brand name item will satisfy the County's requirement as this specification discourages competition;
 - Useful for purchase of replacement parts where only the brand name will work.
- Brand-Name or Equal Specifications
 - Similar to Brand-Name specifications except that equal products are acceptable in place of the named brand;
 - Requires approval by County as an equivalent substitute.
- Qualified Products List Specifications
 - Based on a list of products, identified by manufacturer's name and model numbers which are the only acceptable items;
 - Used when quality is a critical factor and testing other products would be too time consuming or expensive.
- Standard Specifications
 - Single specification for one or more goods or services ordered on a recurring basis with the same general purpose;
 - Same specification is used each time an order is placed, or bids are advertised;

- Examples include office supplies, paper, copy machines;
- Usually more detailed than one-time specifications.

Prior to writing a specification, it is advisable to obtain an existing specification which can provide ideas and examples for Williamson County's needs. Specifications can be obtained from other governments, professional trade associations, professional purchasing associations and user knowledge.

Specification libraries that are available include:

Texas Comptroller of Public Accounts at:

<http://www.window.state.tx.us/procurement/pub/specifications-library/>

General Services Administration, Federal Supply Service – Specifications Section found at: www.gsa.gov

Texas Department of Transportation Standard Specification Index located at: http://www.dot.state.tx.us/gsd/purchasing/tssi_alpha.htm

National Institute of Governmental Purchasing (contact the Purchasing Department for assistance as this is available to members only) at: <http://www.nigp.org/>

An effective specification should be:

- Simple: Avoid unnecessary detail but be complete enough to ensure that requirements will satisfy their intended purpose.
- Clear: Use terminology that is understandable to the department and bidders. Use correct spelling and appropriate sentence structure to eliminate confusion. Avoid legal jargon and acronyms whenever possible.
- Accurate: Use units of measure compatible with industry standards. All quantities and packing requirements should be clearly identified.
- Competitive: Identify at least two commercially available brands, makes, or models (whenever possible) that will satisfy the intended purpose. Avoid un-needed "extras" that could reduce or eliminate competition and increase costs.
- Flexible: Avoid very inflexible specifications, which prevent the acceptance of a bid that could offer greater performance for fewer dollars. Use approximate values such as dimensions, weight, speed, etc. (whenever possible) if they will satisfy the intended purpose. If approximate dimensions are used, it should be within a 10 percent rule of thumb unless otherwise stated in the specifications.

SECTION 4

REQUISITIONS

A. General Information

A requisition is an automated form generated by a Department/Office in the County Oracle System that requests (authorizes) the Purchasing Department to enter into a contract with a vendor to purchase goods or services using the requestor's budget.

Williamson County uses an automated requisitioning system, referred to as Oracle. Based on pre-established budget line items, the user department enters requisitions into Oracle. Adequate budget funds must be available in the departmental line items before the Purchasing Department can purchase the requested goods or services. Manual requisitions and purchase orders are not acceptable.

Requisitions should fully describe to the Purchasing Department what to buy, when it is required, and where the goods are to be delivered or the services to be performed. Different types of information are required depending on the type of goods or service requested.

- Department gathers necessary information to enter requisition into Oracle with complete, accurate information;
- Department approver approves requisitions which, depending on the amount or type of purchase, may require additional approvals from other departments (may include IT, Wireless, Project or Grant Auditor, Budget Office, County Judge);
- If at any time during the requisition routing process incorrect or incomplete information is detected by an approver, requisition will be returned to the originator for correction;
- The Purchasing Department verifies requisition for legal compliance with Purchasing law and County policies and creates Purchase Order;
- The Purchasing Department processes Purchase Order, and depending on the amount, may route through an approval workflow (Purchasing staff has different levels of approval depending on position and/or experience);
- The Purchasing Department electronically submits Purchase Order to vendor.

Specific instructions on entering requisitions into Oracle are not covered in this manual. The user department can contact the Purchasing Department for training.

There are three basic types of requisitions for processing: routine, priority (expedited) and emergency.

Routine requisitions: These requisitions are for routine, repetitive, low dollar items and are processed using normal procedures. Purchase orders and contracts are routine types of purchases. Routine requisitions are normally processed within twenty-four (24) hours of arriving in the purchasing queue. Processing may be extended if

incomplete documentation was provided by the End-user and further clarification must be obtained.

Priority (expedited) requisitions: These requisitions are given a degree of precedence over other requisitions.

Emergency requisitions: These are for emergency purchases that meet the definitions outlined in the statute (Texas Local Government Code, §262.024(a) (1)).

Requisition Timeline: Routine requisitions will be processed within twenty-four (24) hours. Priority and Emergency Requisitions will be processed as quickly as possible to receive item(s) and/or service(s) in a timely manner. Processing time may be extended due to requisition complexity or researching the requested item(s) and/or service(s).

Commodity Code(s): Requisitions will be required to identify a “commodity code.” Commodity Codes are standard classification codes for products and services used to detail where money is spent within the County. Williamson County utilizes the National Institute of Governmental Purchasing (NIGP) 5-digit commodity code system to track Countywide bidding thresholds.

B. Routine

1. Contract Items

This is a requisition submitted to order contract goods or services from an existing Williamson County contract, Cooperative Purchasing contract or Interlocal Agreement with another agency. Before entering a requisition, the Department must research and identify certain information that must be included in the requisition. Contact the Purchasing Department for information regarding contract item description, pricing, and availability. This information is critical to ensure that the correct item is ordered **Non-Contract Items (Off-contract purchase requisition).**

2. Non-Contract Items (Off -contract purchases)

This is a requisition submitted to order goods or services where there is not a previously competitively bid contract, whether through a County bid or purchasing cooperative. The requisition will become a Purchase Order contract specifying the exact terms and conditions. Before entering a requisition, the Department must research and identify certain information that must be included in the requisition. This information is critical to ensure that the correct item is ordered.

C. Purchases not requiring a Purchase Order

In most instances, purchases should be made using an on-line requisition; however, there are specific types of purchases where the use of an on-line requisition is not efficient or effective.

Per TLGC 113.90, the County must issue a requisition for materials and supplies prior to the purchase being made. Additionally, it is County Policy that a Purchase Order is required prior to a purchase for all procurement of goods (other than materials and

supplies) or services. This is to ensure that commodities can be monitored so the County does not exceed the \$50,000 bidding threshold (TLGC 262.023).

Exceptions to the Purchase Order requirement where a Purchase Order is not required or must be entered after the purchase was made, are as follows:

- A Purchase Order is not required for:
 - Purchases on a Procurement Card (see Procurement Card (P-Card) policy);
 - Postage (except for rental/lease fees for postage machines);
 - Travel and/or Training;
 - Shipping (if not included on Purchase Order);
 - Bonds;
 - Subscriptions/Publications (non-software purchases, to include Internet subscriptions);
 - Notary Fees;
 - Certifications and Memberships;
 - Utilities (i.e. Electricity; Natural Gas; Water; Sewage; Broadband Internet, both fixed-line and mobile; Telephone and Cable Service; etc.);
 - Tort Claims;
 - Health Benefits Payments;
 - Court related Fees;
 - Risk Management Premiums;
 - Appraisal district fees;
 - Indigent Assistance (Rent/Utilities, Court-appointed attorneys, etc.);
 - Licenses and Permits;
 - Refunds;
 - Employee Reimbursements (Reimbursement Form must be submitted to the Auditor's Office with proper documentation);
 - Court-Appointed Attorney Fees and related expenses, Professional Services mandated by the Court, Investigative Services, Psychological Evaluations, Transcription services (to include Transcripts), Substitute Court Reporters, Statement of Facts, Interpreter Services, Guardianship and Ad item expenses;
 - Professional Services (as per TGC 2254) **NOTE:** non-bond funded expenditure where PSAs cross the County fiscal year still require Purchase Orders.
- A Purchase Order may be entered after the purchase was made:
 - Repair services at the time the service is performed (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts);
 - Goods and Services purchased during an Emergency (i.e. public calamity) - **NOTE:** a purchase order must be entered **as soon as possible**, after the purchase was made **and** the purchase must be exempted during the next possible Commissioners Court meeting;

Purchases for supplies and materials for which a purchase order was not issued prior to the purchase, must be approved by the County Judge. Please complete the *County Judge Approval Form* located on the Auditor's Portal for these purchases.

SECTION 5

NEGOTIATED OR NON-BID PURCHASES

A. Items Less than \$50,000

- **Commodity Purchases** exceeding \$5,000 and below \$50,000 are generally requested via purchase requisition. Three (3) written quotes must be obtained, evaluated and provided as backup with the purchase requisition, by the End-user Department, unless items are listed on a Purchasing Cooperative or purchased through an Interlocal Agreement (ILA) approved by the Williamson County Commissioners Court. End-users are still encouraged to ensure that the purchase provides the best value to the County. Commissioners Court approval is not required unless the accompanying documentation requires a signature by the County.
- **Purchases of services** exceeding \$5,000 and below \$50,000 are generally requested via purchase requisition. Three (3) written quotes must be obtained, evaluated and provided as backup with the purchase requisition, by the End-user Department. If a purchase is over \$5,000 the Legal Department may require, depending on the risk, that a service agreement be issued. In most cases the vendor's service agreement can be utilized with slight revisions made by the County's Legal Department. Any service agreements must be approved by the Commissioners Court.

B. Items less than \$5,000

Commodity purchases under \$5,000 should be bought using a Procurement Card (P-Card). In the event the Department doesn't have a P-Card, Department will submit a Requisition for the purchase. This may include verifying the department recommended vendor and the vendor's pricing and delivery methods as well as ensuring that the purchase is legal. Purchasing Department staff will assist Departments and Offices with product goods/services and vendor search when necessary. Purchasing Department staff, after verifying all information within the Requisition, will issue the Purchase Order without further competition.

P-Cards allow organizations to procure goods and services in a timely manner.

C. Items Over \$50,000

For items that exceed \$50,000, one of the following methods must be used.

- Use of other local government contracts or cooperative agreements.
- Invitation For Bids/Request For Proposals or other Alternative Delivery Method.

All items above \$50,000 requiring a competitive bidding process are advertised on the Williamson County electronic bidding Portal BidSync at www.bidsync.com.

The Purchasing Department will use the backup provided in the specifications to develop the materials and competitively solicit a bid or proposal.

Departments are also encouraged to utilize the BidSync Quick Quote feature to allow for easier access by the general public to procurement opportunities under \$50,000.

D. Emergency Purchases

Emergency purchases are authorized in extremely limited circumstances. The purchase of any goods or services needed because of an emergency condition shall comply with the provisions of the Texas Local Government Code, §262.024(a) (1), which allows the Commissioners Court to exempt procurement (from the presumption of bidding but not from obtaining necessary, although expediated, approvals) for an emergency defined as:

- an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County;
- an item necessary to preserve or protect the public health or safety of the residents of the County; or
- An item necessary because of unforeseen damage to public property.

Depending upon the time of the emergency and type of purchases necessary, one of the following procedures should be followed in accordance with County policy:

- If an emergency situation arises in which materials or services must be purchased and obtained without administrative delay, emergency purchasing may be authorized.
- The decision-making process will be conducted on an individual case basis by the Purchasing Agent using an emergency purchase request form.
- End users must still identify funding sources and work within a set budget

Process

- The department head experiencing the emergency should contact a vendor who can furnish the supplies/services immediately and obtain the price.
- The department head should then contact the Purchasing Department for approval, specifying the details of the situation, the vendor contacted, and the cost of the materials or services.
- The department head or designated employee must submit a requisition to the Purchasing Department before a Purchase order can be issued.
- If the emergency purchase is approved, the Purchasing Department may promptly research other known sources for availability or prices. If the suggested vendor is found to be the best, all factors considered, the Purchasing Department will issue the Purchase Order to the vendor. The

- requesting department will work with the vendor on the delivery of the items/services.

All emergency exemption orders must be processed through the Purchasing Department.

For items less than \$50,000, the Purchasing Agent may authorize any action to be taken, including using the P-Card for an emergency. The Purchasing Agent may allow the P-Cards to be increased to cover emergency purchases.

For items that exceed \$50,000, the Purchasing Department will submit the and agenda item for Commissioners Court approval.

In all instances where an emergency purchase is necessary, the Department Head or Elected Official of the requesting department must provide adequate confirmation justifying that the purchase is an emergency which may require additional approval from Legal, Auditor and/or a member of the Commissioners Court.

For after-hours (Monday through Friday, before 8 a.m. and after 5 p.m., nights, holidays and weekends) emergency purchases, the Department should email or call the Purchasing Agent. On the first working day after the emergency purchase, the Department shall enter a requisition or if using a P-Card, provide the required receipts and provide written documentation to the Purchasing Agent concerning the details of the emergency purchase.

Failure to promptly notify the Purchasing Department and input a requisition for the emergency could affect the County's ability to approve the claim for payment.

E. Discretionary Exemption Purchases

Section §262.024 of the Texas Local Government Code list procurements that may be exempted from competitive bidding requirements:

- items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies;
- films, manuscripts, or books;
- electric power, gas, water and other utility services;
- captive replacement parts of components for equipment;
- vehicle and equipment repairs.

By law, sole source goods and services require a signed statement from the Purchasing Agent as to the existence of only one source, specifically noting which type of listed sole source good or service is being purchased. The statement will be submitted for acceptance by Commissioners Court and must be reflected in the Court's meeting minutes.

The sole source process requires for the requesting department to submit various documents such as:

- Sole Source Justification;
- Written quote from vendor;
- Letter of justification from the vendors on company letterhead and signed by an authorized representative establishing why they are a sole source;
- Notarized sole source affidavit completed by the vendor;
- Signed letter of recommendation from the requesting Department Head/County Official;
- If Technology related purchase, written approval from IT;
- If Human Resources related purchase, written approval from HR.

Upon receipt of the documents and determination that a sole source purchase is justified, an RFI is posted in BidSync publicly for 14 days by the Purchasing Department to inform vendors of the intent to award a sole source purchase. If no vendors responses are received, the Purchasing Agent creates a sole source certification letter which must be approved by the Commissioners Court.

F. Procurement Card Purchases

In accordance with Texas Local Government Code §262.011(l), the County Purchasing Agent may have assistants to aid in the performance of the Agent's duties. Any person who is authorized by the County Purchasing Agent to use a County Purchasing Card (P-Card) while making a County purchase is considered an assistant of the County Purchasing Agent to the extent the person complies with the rules and procedures prescribed for the use of County Purchasing Cards as adopted by the Purchasing Agent.

Williamson County provides the P-Cards for immediate access to goods and/or services and to expedite the traditional requisition process. Those individuals who have been issued P-Cards (Cardholders) may initiate a transaction within the limits of the P-Card policy and receive goods or services.

The Purchasing Agent has designated a Procurement Card Administrator as Williamson County's Coordinator for the Procurement program who assigns, determines usage and control of the Procurement Cards. The Procurement Card Program Administrator shall also maintain all records of P-Card requests, dollar limitations, Cardholder transfers and any lost/stolen/destroyed P-Card information.

Detailed information about usage of the P-Card can be found in the Procurement Card Manual on SharePoint Purchasing portal located at

<https://wilco365.sharepoint.com/purchasingportal/Pages/PurchasingPortal.aspx>

SECTION 6

COMPETITIVELY BID PURCHASES

A. Competitive Bidding and Proposals

Competitive bids and competitive proposals are utilized to stimulate competition, prevent favoritism, and secure the best services and supplies, at the lowest and best price so public monies are spent properly and legally.

Additionally, the competitive bid or proposal process is used to provide those vendors qualified and responsible, who desire to do business with the County, fair and equitable treatment.

Texas Local Government Code §262 which outlines the following general requirements for formal sealed bids for purchases exceeding \$50,000:

- IFBs and RFPs are advertised based on the County's specifications and conditions of purchase (outlined in the solicitation) at least once a week in a newspaper of general circulation, with the first advertisement date occurring at least 14 days before the specified opening date.
- The County's specifications (solicitations) stipulate the date and hour bids or proposals are received. **After that date and time, no further bids or proposals are accepted.**
- Vendors are encouraged to submit an electronic response through BidSync. Hardcopy responses will be accepted. **It is the responsibility of the vendor to test any system for submission of an electronic bid or proposal prior to the deadline for submission of responses.**
- The solicitations are opened and read aloud at the specified date and hour and submitted to an evaluation team; the selected vendor is recommended to the Commissioners Court for award. Generally, the lowest responsive bid or proposal representing the best value is accepted, but only one bid or proposal may be awarded, unless the solicitation notes that multiple awards will be made.
- If no bid or proposal is acceptable, the entire bidding process may be repeated or terminated.

The term "Formal Competitive Bidding" generally applies to public purchasing which requires approval of the contract by the Commissioners Court when the solicitation process complies with either:

- Texas Local Government Code, section 262.023; or
- Texas Government Code, Chapter 2269, Subchapter C.

Williamson County uses BidSync for scheduling, maintaining, and analyzing bidding events.

Williamson County's BidSync portal is a web interface that allows registered suppliers to bid on solicitations, control event notification settings, and view bid history.

This process provides all bidders the opportunity to bid on the same items on equal terms and have bids or proposals evaluated according to the same standards as set forth in the specifications and required by statute.

B. Competitive Bidding General Requirements:

- Sealed bids are solicited through an Invitation for Bid (IFB) for contracts expected to exceed \$50,000. The IFB is the document used to solicit bids from vendors in response to the County's specifications and contractual terms and conditions.
- The awarded IFB, and in some cases the IFB and an ensuing agreement, (signed by the County Judge) form the contract between Williamson County and the vendor.
- Competitive Bids cannot be negotiated. Price is generally the sole determining factor (with a few exceptions) for a contract to be awarded if the vendor's product or services meet the requirements of the specification.
- The IFB method is the preferred method for procuring goods and non-personal services. It is used when the requirement can be clearly defined, is readily available, and is an off-the-shelf type of requirement.

C. Competitive Proposals General Requirements:

- Sealed Proposals are used to procure insurance, high technology items, landscape maintenance, travel management and recycling services.
 - "High technology" goods or services means goods or services of a highly technical nature, including: data processing equipment and software and firmware used in conjunction with data processing equipment; telecommunications, radio and microwave systems; electronic distributed control systems, including building energy management systems; and technical services related to those goods and services.
- RFPs must be advertised in the same manner prescribed for competitive bidding.

While the competitive proposal (RFP) process is similar to the competitive bidding (IFB) process, there are notable differences:

- The RFP uses performance standards rather than the description of the goods or services and specifies the relative importance of price and other factors used to evaluate the proposal.

- Vendors submit unique proposals to meet the requirements outlined in the RFP. Proposals may incorporate entirely different approaches to accomplish the same performance. After proposals are received, the County may communicate or seek clarification with as many suppliers that are deemed “responsive” to find the best possible proposal from each supplier and award to those suppliers.
- RFP results in a negotiated contract.
- Cost is not the only determining evaluation factor, however, its relative importance to other evaluation factors must be specified in the RFP and considered in recommending the award.
- Proposals received are opened publicly but the contents are not disclosed until the award.
- Proposal contents that are trademarked or proprietary may remain confidential pursuant to the Texas Public Information Act.

In addition to the items outlined in §262.030 above, proposals are often used to procure professional or personal services as defined by the Professional Services Procurement Act (Chapter 2254 of the Government Code). It is permissible to use a competitive proposal to obtain qualifications and rates charged for professional/personal services from interested professionals. However, the County must meet the requirement specified in Chapter 2254 that “a governmental entity may not select a provider of professional services or award a contract for the services on the basis of competitive bids . . .”

D. Invitation For Bid (IFB) / Request For Proposals (RFP) Process

This section of the Manual outlines the steps needed to process sealed bids and proposals. Since many of the steps are similar, the description will be combined.

The IFB/RFP process consists of the following:

- IFB/RFP Preparation;
- Bid/Proposal Receipt and Opening;
- Bid/Proposal Evaluation;
- Negotiation (RFP only);
- Contract Award.

Each stage has specific requirements, many of which are required by law and are discussed briefly in this section of the Manual.

1. Solicitation Process

The IFB/RFP preparation begins with the submission of a IFB/RFP/RFQ worksheet in addition to a specification outlining the item(s) and/or services that a Department wishes to procure. The specification is developed and submitted to the Purchasing Department as outlined in Section 3 of this Manual. The Purchasing Department will work with the Department to ensure that it is as open and competitive as possible. When the specification is finalized, the Purchasing Department will assemble it into an IFB or RFP.

The main difference between a specification for an IFB and an RFP is that the IFB specification will describe an item; whereas in an RFP, the specification will be in terms of performance and will often include a statement of work to be performed.

2. Advertisement of Solicitation

By law, the County must advertise the solicitation for competitive purchases in a newspaper of general circulation in Williamson County. The first advertisement must occur a minimum of 14 days before the bid/proposal opening date specified in the solicitation. The newspaper advertisement must include:

- The specifications describing the services to be purchased, or a statement of where the specifications may be obtained;
- The time and place for receiving and opening bids/proposals and the name and position of the employee to whom the bids/proposals are sent;
- Whether the bidder should use lump-sum or unit pricing;
- The type of bond required of the bidder; and
- The method of payment by the County.

IFBs and RFPs are publicly posted on the Williamson County BidSync portal at: www.bidsync.com

During the solicitation period, the County may hold a pre-bid (pre-proposal for RFPs) conference to discussing solicitation requirements and answering questions of prospective bidders (Respondents). The Purchasing Department supervises the pre-bid (pre-proposal) conference and the Department is asked to provide staff to attend the conference and answer technical questions. The solicitation may be amended during this period based on clarifications and answers to questions from the pre-bid (pre-proposal) conference. Amendments will be posted on the BidSync Portal.

3. Bid/Proposal Receipt and Opening

Bidders may electronically submit sealed bids/proposals as described in the solicitation. Electronic sealed bids/proposals are preferred; however hard copy bids/proposals will be accepted by the Purchasing Department and are stamped with the date and time received. The Time Stamp Clock in the Purchasing

Department serves as the official time clock for identifying the date and time bids/proposals were received in the Purchasing Department. The bidder (Respondent) must submit the bid/proposal by the date and time specified in the solicitation to be accepted. Late bids/proposals are not accepted and are returned unopened to the bidder.

Bids: According to Texas Local Government Code §262.026, the County official who makes purchases for the County shall open the bids on the date specified in the notice. Sealed bids will be opened publicly by the Purchasing Department and will be documented. The date specified in the notice may be extended by the Purchasing Agent. A bid that has been opened may not be changed to correct an error in the bid price.

In accordance with Texas Local Government Code §262.0235, electronic responses to solicitations is permitted based on adopted rules by Commissioners Court. Electronic response information is provided through BidSync.

Proposals: In accordance with Texas Local Government Code §262.030, proposals shall be opened so as to avoid disclosure of contents to competing offerors and be kept secret during the process of negotiation. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such. In the event that a request for disclosure of identified trade secrets and/or confidential information is received by Williamson County, the Proposer shall be notified of the request. It is the responsibility of the Proposer to assert any exceptions to disclosure directly to the Office of the Texas Attorney General.

4. Bid / Proposal Evaluation

Bids: The End-user Department will evaluate all bids with assistance from the Purchasing Department and a joint recommendation will be made to Commissioners Court. A recommendation letter and any other documentation from the Department will be submitted with the agenda request. The Purchasing Department will be responsible for placing the item on the Commissioners Court agenda.

Bids will be evaluated based on the following factors: (1) the relative prices of the bids, including the cost of items such as repair and maintenance (heavy equipment) or delivery and hauling (road construction materials); (2) compliance of goods and services offered with specifications; and (3) the responsibility of the vendor, including the vendor's safety record if Commissioners Court has adopted a definition of safety that is included in the bid, and the past performance of the vendor.

When the lowest priced bid is not the best bid, the requesting Department works with the Purchasing Department to develop and document clear justification for not selecting the lowest bidder. This documentation must be presented to the Commissioners Court for their approval.

Proposals: The Purchasing Department facilitates/supervises the evaluation process performed by the user department and/or committee. Evaluators shall use the evaluation factors and the points and/or weights specified in the RFP in evaluating the proposals. Typical evaluation factors include:

- Quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
- Number and scope of conditions attached to the respondent's proposal;
- Ability, capacity, and skill of the respondent to perform the contract or provide the service required;
- Whether the respondent can perform the contract or provide the service promptly, or within the time required, without delay or interference;
- Character, responsibility, integrity, reputation, and experience of the respondent;
- Quality of performance of previous contracts or services;
- Any previous or existing noncompliance by the respondent with specification requirements relating to information;
- The sufficiency of the financial resources and ability of the respondent to perform the contract or provide the service;
- The ability of the respondent to provide future maintenance, repair parts, and service for the use of the contract;
- Personnel Qualifications;
- Demonstrated corporate experience and qualifications in performing work outlined in RFP; and
- Cost.

Additional general best value evaluation factors:

- Installation costs;
- Life cycle costs;
- Quality and reliability of the goods and services;
- Indicators of probable vendor performance under the contract such as past vendor performance, the vendor's financial resources and ability to perform, the vendor's experience or demonstrated capability and responsibility, and the vendor's ability to provide reliable maintenance agreements and support;
- Cost of any employee training associated with purchase;
- Effect of a purchase on agency productivity;
- Vendor's anticipated economic impact to the state or a subdivision of the state, including potential tax revenue and employment; and
- Factors relevant to determining the best value for the state in the context of a specific purchase.

5. Negotiations / Best and Final Offer (BAFO)

The Purchasing Department will supervise all negotiations. Any negotiations with offerors should be coordinated with the Purchasing Department. Departments negotiating directly may jeopardize the progress of the County evaluation committee.

All offerors must be accorded fair and equitable treatment with respect to any opportunity for discussion and revision of proposals and submittal of a "Best and Final Offer" (BAFO).

After the negotiations are complete, the assigned Purchasing Department staff (in limited situations) may request the qualified offerors to submit a BAFO by a specified date and to a specified location. Based on the negotiations, the BAFO must allow the offeror to:

- Modify the initial offer;
- Update pricing based on changes the User department/County has made; and
- Include any added inducements that will improve the overall score in accordance with the evaluation plan of the RFP.

6. Contract Award

Bids

In accordance with Local Government Code, §262.027, the Purchasing Agent shall recommend contract award to Commissioners Court. Commissioners Court may approve the recommendation, consider another recommendation or reject all bids and authorize the Purchasing Agent to re-bid the goods and/or services.

Chapter 262.027 further specifies that if two responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two by drawing lots in a manner prescribed by the County Judge.

In addition, a contract may not be awarded to a bidder who is not the lowest priced bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the Commissioners Court and present evidence concerning the lower bidder's responsibility.

Proposals

The final stage is to request the approval of a contract for award from Commissioners Court. The Purchasing Agent will present the contract for award to the Commissioners Court for approval.

SECTION 7

COOPERATIVE PURCHASES

A. Explanation and Law

Texas statute authorizes local governments to participate in cooperative purchasing programs to increase efficiency in the purchasing process, generate cost savings through aggregated purchasing volume, and reduce administrative costs.

The Interlocal Cooperation Act (Texas Government Code Chapter 791) allows local governments to contract with and between each other to provide governmental functions and services, and to join in contracting with others to provide goods and services through an interlocal or cooperative purchasing agreement.

Each interlocal agreement must be approved by the Commissioners Court. The County participates in the purchasing programs of various local, state, and national purchasing cooperatives.

B. Examples of Purchasing Cooperatives

- Texas Association of School Boards (BuyBoard)
- Houston Area Council of Governments (HGAC)
- The Cooperative Purchasing Network (TCPN)
- National Joint Powers Alliance (NJPA)
- Texas Interlocal Purchasing System/Texas-Arkansas Purchasing System (TIPS/TAPS)
- Purchasing Solutions Alliance (PSA)
- US Communities
- Choice Partners
- TXSmart Buy/TXMAS/TPASS
- Texas Department of Information Resources (DIR)
- General Services Admission (GSA)
- Tarrant County Cooperative Purchasing Program
- Interlocal agreements with various governmental agencies:
 - Cities: Austin, Cedar Park, Ft. Worth, Georgetown, Leander, Round Rock
 - Counties: Bastrop, Brazoria, Denton, Fort Bend, Hood, Montgomery, Tarrant, Tom Greene
- Other: Montgomery County Hospital District

Before requesting Commissioners Court approval of an Interlocal Agreement, purchasing cooperatives are vetted by the Purchasing and Legal Department to ensure they comply with the County's legal requirements as prescribed by Texas law.

SECTION 8

CONSTRUCTION

A. Introduction

Section §262.011 (e) of the Texas Local Government Code states that "The County Purchasing Agent shall supervise all purchases made on competitive bid..."

Section §271.055 of the Texas Local Government Code Subchapter B (Notice to Bidders):

(a) An issuer must give notice of the time, date, and place at which the issuer will publicly open the bids on a contract for which competitive bidding is required by this subchapter and read the bids aloud. The notice must be given in accordance with Subsection (b) or in accordance with: The County Purchasing Act (Subchapter C, Chapter 262), if the issuer is a County.

If an issuer gives notice under this subsection, the notice must:

Be published once a week for two (2) consecutive weeks in a newspaper, as defined by Subchapter C, Chapter 2051, Government Code, that is of general circulation in the area of the issuer, with the date of the first publication to be before the 14th day before the date set for the public opening of the bids and the reading of the bids aloud; and

State that plans and specifications for the work to be done or specifications for the machinery, supplies, equipment, or materials to be purchased are on file with a designated official of the issuer and may be examined without charge.

Construction procurements may use the IFB format and process or any other alternative delivery method allowed by Government Code 2269. The alternative delivery methods include Competitive Sealed Proposal, Design Build, and Construction Manager at Risk. There is however, more emphasis on the following items:

- Bonding Requirements;
- Safety Records; and
- Prevailing Wage Labor Rates.

B. Process

The Process followed for construction IFBs is similar to other IFBs with some notable exceptions that are discussed below.

1. Preparation of Documents

The Department will prepare IFB/RFP/RFQ worksheet along with the description of the proposed project that includes items such as specifications, drawings, surveys, etc. The Purchasing Department will review all documents and provide comments for incorporation into the final documents.

The Department will work with the Purchasing Department to coordinate the issue date, pre-bid conference date and opening date.

The Purchasing Department releases the advertisement to the newspaper and posts the bid to the BidSync website.

The project manuals and drawings associated with construction bids are extensive documents and uploaded to the BidSync website. The contractor may download these documents from BidSync.

2. Advertisement

According to Local Government Code §271.025, the County must advertise for bids and the advertisement must include a notice that:

- describes the work;
- states the location at which the bidding documents, plans, specifications, or other data may be examined by all bidders; and
- states the time and place for submitting bids and the time and place that bids will be opened.

The advertisement must be published at least twice in one or more newspapers of general circulation in the County or counties in which the work is to be performed. The first publication must be on or before the 14th day before the first date bids may be submitted.

3. Award

The Purchasing Agent will present the recommendation to the Commissioners Court. Once the award is approved, the Purchasing Department coordinates preparation of award documents.

C. Procurement of Architect / Engineering / Land Surveying Services - Request for Qualifications

The Professional Services Procurement Act (Government Code 2254) requires that architect, engineering and land surveying services be procured using a two-step process. According to the Act, the entity (County) shall:

- first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
- then attempt to negotiate with that provider a contract at a fair and reasonable price.

If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:

- formally end negotiations with that provider;
- select the next most highly qualified provider; and
- attempt to negotiate a contract with that provider at a fair and reasonable price.

The entity shall continue the process to select and negotiate with providers until a contract is entered according the Williamson County Professional Services Act as mandated by the Auditor's Office.

The Road and Bridge Department or Facilities Department develops the Request for Qualifications (RFQ). The RFQ document generally contains the following sections:

- General Information outlining the purpose of the RFQ, identifying the issuing office, describing the problem and defining the County's expectations for the selected service provider;
- Submittal of Statement of Requirements that identifies the conditions for submittal of a Statement of Qualifications (SOQ) including the number of copies required, date required and format, provisions related to preparation of the SOQ, date and time of pre-RFQ conference, how addenda will be issued, format requirements and process to be followed in accepting the SOQ;
- Qualifications providing a detailed description of the types of tasks that the selected vendor is expected to perform and the requisite qualifications to perform the tasks;
- Timeline for procurement with anticipated procurement milestone and project start dates;
- Information Required from Service Provider outlining the specific format and content to be used in submitting the SOQ; and
- Selection Criteria that defines the criteria that will be used to evaluate the SOQ. Cost cannot be used as selection criteria.

Respondents are encouraged to submit their SOQs into BidSync. Sealed SOQs can be submitted to the Purchasing Department. Under the supervision/facilitation of the Purchasing Department, an evaluation committee will evaluate and conduct possible interviews. The Road and Bridge or Facilities Department will conduct negotiations and once a contract has been reached, the Purchasing Department will prepare the agenda request for Commissioners Court approval to award the contract.

D. Alternative Delivery Methods for Construction Projects

In accordance with Government Code §2269; **Contracting and Delivery Procedures for Construction Projects: Construction Manager-Agent**. A governmental entity may use the construction manager-agent method for the construction, rehabilitation, alteration, or repair of a facility; a governmental entity using the construction manager-agent method may, under the contract between the governmental entity and the construction manager-agent, require the construction manager-agent to provide administrative personnel, equipment necessary to perform duties under this section, and on-site management and other services specified in the contract. A construction manager-agent represents the governmental entity in a fiduciary capacity.

In accordance with Government Code §2269; **Construction Manager at Risk (CMAR)** methods may be used. The governmental entity shall select or designate an engineer or architect who shall prepare the construction documents for the project and who has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. §2269; the governmental entity shall select the construction manager-at-risk in either a one-step or two-step process.

In accordance with Government Code §2269; **Design-Build Contracts for Facilities**, a governmental entity may use the design-build method for the construction, rehabilitation, alteration, or repair of a facility. The governmental entity shall prepare a request for qualifications that includes general information on the project site, project scope, budget, special systems, selection criteria, and other information that may assist potential design-build firms in submitting proposals for the project. The governmental entity shall evaluate statements of qualifications and select a design-build firm in two phases: (1) the governmental entity shall prepare an RFQ and evaluate each Offeror's experience, technical competence, and capability to perform, the past performance of the submitted by the team or firm in response to the RFQ, except that cost-related or price-related evaluation factors are not permitted. (2) the governmental entity shall evaluate the information submitted by the offerors based on the selection criteria stated in the RFQ and the results of an interview.

E. Wage Rate Determination

Wage determinations for construction projects shall be verified in accordance with the Davis Bacon Act at the following link: <http://www.wdol.gov/> . The construction wage rates are determined by job project and title.

SECTION 9

PROFESSIONAL AND PERSONAL SERVICES

A. Request for Qualifications (PROFESSIONAL SERVICES)

The Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) applies to acquisition of the following services: accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraisal; or nursing.

Award of a contract for these professional services may not be based on competitive bids but rather on the basis of demonstrated competence and qualifications, and a fair and reasonable price. A Request for Qualifications (RFQ) is the normal course to consider for Professional Services.

B. Requests for Proposals for Professional and Personal services

The Purchasing Department processes RFPs for professional and personal services. The difference between this and regular RFPs is whether the professional service is one of those defined in Government Code 2254 Professional and Consulting Services. According to 2254, Professional Services are accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising and professional nursing. The contract shall be awarded based on demonstrated competence and qualifications for a fair and reasonable price.

SECTION 10

FEDERALLY-FUNDED PROCUREMENT PROJECTS

A. Grants

Grants are administered via written contract between the County and the granting authority. Texas Government Code section 2261.002 (1) includes grants in its definition of a contract for which the recipient of the grant is required to perform a specific act or services, supply a specific type of product, or both.

B. Supplies, Equipment and Services

All procurement of supplies, equipment and services utilizing Federal Funds (e.g., Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations such as the Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Circular A-102, and OMB Circular A-110. The user department is responsible for providing the Purchasing Agent a copy of all procurement requirements in the grant document in a timely manner.

C. SAMS (System for Awards Management)

All vendors, prior to award with federal funds, are “required” to be searched with the Excluded Parties List System also known as System for Awards Management (SAMS) at the following link:

<https://www.sam.gov/portal/public/SAM/#1>

SECTION 11

CONTRACT MANAGEMENT, ADMINISTRATION AND MODIFICATION

A. Contract Management

This aspect of the procurement process is one of the most important and is frequently overlooked. The user department is on the “front line” and has the best capability to monitor and document contractor performance/compliance. To accomplish this, the following is recommended:

- Assign Department personnel who have frequent interactions with the contractor to monitor and document performance;
- Require assigned personnel to coordinate with the Purchasing Department to read and fully understand the contract requirements;
- Coordinate with the Purchasing Department as soon as possible after contract award to identify the types of non-performance and non-compliance to be documented and the documentation requirements. Documentation at a minimum should include the details of each instance of non-performance, such as: date, location, description of the non-compliance, how the vendor was notified of non-compliance and the name of the vendor’s representative who was notified. The Purchasing Department tracks vendor performance via the Vendor Performance Report (VPR) located on the internal SharePoint Purchasing Portal. Documentation received via the VPR will be documented in the vendor file.

All documentation of non-compliance must be shared with the Contract Specialist who is assigned to monitor all contracts for performance in collaboration with the user department. If there has been poor performance or non-compliance with the contract, the Contract Specialist will be responsible to initiate corrective action with the vendor. The Contract Specialist will also coordinate with the user department to document whether the terms of corrective action have been met.

The Contract Specialist will take all steps related to obtaining compliance with the contract but will consult with the Legal Department before taking any steps toward suspension or termination of the contract. The Contract Specialist will coordinate with the Legal Department on developing any letters, notices and other communication related to termination or suspension.

The objectives of contract management are to:

- Ensure the contract requirements are satisfactorily performed before payment;
- Properly discharge of the responsibilities of both parties;

- Identify any material breach of contract by assessing the difference between contract performance and material non-performance;
- Determine if corrective action is necessary and take action if required; and
- Resolve any disputes.

B. Contract Administration

The statement of work is the guide for contract administration. Therefore, planning for contract administration occurs before issuance of the solicitation. Effective contract administration minimizes or eliminates problems and potential claims and disputes.

Good contract management ensures that the contract requirements are satisfied, that the goods and services are delivered in a timely manner, and that the financial interests of the County are protected.

The Contract Specialist is responsible for tracking all procurement related contracts and associated documents.

During the term of the contract, the awarded contractor must submit accurate progress payment information, to include payments made to its Subcontractor(s), Sub Supplier (s) or Sub Consultant(s), with each invoice submitted to the County for payment.

C. Contract Modifications

According to Texas Local Government Code, §262.0305, after award of a contract, but before the contract is made, the Purchasing Agent, designated Purchasing employee or Project Manager may negotiate a contract modification if it is in the County's best interests, does not substantially change the scope of the contract or cause the contract amount to exceed the next lowest bid. The Commissioners Court must approve the modified contract for it to be effective.

The Commissioners Court may also make changes in plans, specifications or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased. The total contract price may not be increased unless the cost of the change can be paid from available funds.

The Commissioners Court has the authority to make change orders to a contract that involves an increase or decrease costing less than \$50,000. In certain circumstances however, the Commissioners Court designates a County employee (i.e. Project Manager) to approve change orders up to a certain amount but below \$50,000. The original contract price may not be increased by more than 25 percent (unless change is needed to comply with law or judicial decision) or decreased price by 18 percent or more without the contractor's agreement.

The Purchasing Agent will bring contract modifications to Commissioners Court for approval on all contracts executed through the Commissioners Court.

The Commissioners Court may approve modifications to contracts if the changes do not increase the contract price and are within the general scope of the contract including changes to any of the following:

- Drawings, designs, or specifications when the goods to be furnished are to be specially manufactured for the County in accordance with the drawings, designs, or specifications.
- Shipping or packing method.
- Delivery location
- Correction of administrative errors or other mistakes that do not affect the price or scope of the contract and that do not result in additional expense to the contractor.

SECTION 12

RECEIPT OF GOODS

A. Verify Order

Since the County does not have centralized receiving, Departments receive items. When a shipment is received, the employee receiving the shipment should perform the following steps:

- Open the shipment promptly (within 24 hours) and inspect the shipment;
- Verify that the order belongs to their Department by matching the Purchase Order number assigned in Oracle to the Purchase Order number on the delivery slip. If there is no purchase order number and it does not belong to your Department, the Purchasing Department may be contacted to help identify where it should be delivered;
- Compare the actual items and quantities delivered to the items and quantities on the delivery slip and match it with the items and quantities on the Purchase Order. Note any differences in quantity and any items that have been back ordered;
- Verify whether shipping (if charged) is applicable or not;
- If the item received is a fixed asset that must be tracked and reported, department(s) must contact the Auditor's Office so it can be added to the asset database.

If there are differences or items are back ordered, contact the vendor to resolve the issue. If there are no differences, receive all items and submit payment request to Accounts Payable. If there are issues with the order which cannot be resolved by the user department, involve the Purchasing Department for assistance.

B. Damaged Goods

When a shipment arrives, the user department must inspect the condition of all cartons. If freight is undamaged, the department receiving shipment should sign the freight bill. If freight is visibly damaged, the receiving Department must instruct the freight line driver to:

- Note the damage on the freight bill; and
- Sign the freight bill.

If there is concealed damage, save the shipping cartons so that the Purchasing Department can notify the freight line and request an "inspection and report of concealed damage." A receiving report noting the damage should be completed.

All boxes and packing materials should be kept in the event of visibly damaged and concealed damage freight shipments. Damaged freight must be reported to the freight line within 15 days after delivery. After 15 days, the freight line is no longer liable for the damage.

All goods not received properly or not in compliance with the contract should be documented and reported to the Purchasing Department as soon as possible so that the vendor can be notified and instructed as to corrective action.

Damaged goods should not be returned to the freight line, or the vendor, unless specifically requested to do so and then only if a claim has been filed or if authorization has been given by the vendor and/or the Purchasing Department.

SECTION 13

FIXED ASSETS

A. General Information

Texas Local Government Code Sec. 112.002 states that the County Auditor shall prescribe the system of Accounting for the County. Consequently, it is the responsibility of the County Auditor to create and maintain the Williamson County Asset Policy which is located at the County Auditor SharePoint Portal at the following link:

<https://wilco365.sharepoint.com/AuditorsPortal/SitePages/Home.aspx>

It is the responsibility of the Purchasing Agent, on July 1 of each year, to file with the County Auditor and each of the members of the Commissioners Court an inventory of all property on hand belonging to the County and each subdivision.

B. Disposal of Salvage and Surplus Property

The Texas Local Government Code 263.152 dictates the Disposition of Salvage and Surplus Property.

The Auditors Office handles a portion of the process, such as tracking of the assets and ensuring that the correct forms are sent to the Purchasing Department for placing transactions on the Commissioners Court agenda, if applicable, each week.

Texas Local Government Code subsection 262.011 (j) requires the County Purchasing Agent, with the approval of the Commissioners Court, to transfer County supplies, materials and equipment from a subdivision, department, officer or employee of the County that are not needed or used by another subdivision, department, officer or employee requiring the supplies or materials or use of the equipment. The County Purchasing Agent shall furnish to the County Auditor a list of the transferred supplies, material and equipment.

It is the responsibility of the Purchasing Agent, on July 1 of each year, to file with the County Auditor and each of the members of the Commissioners Court an inventory of all property on hand belonging to the County and each subdivision.

1. Delegation of Authority for certain items

The Purchasing Agent has been delegated authority by the Commissioners Court to transfer or dispose of the following items without having to return them to Commissioners Court for approval:

- Personal property (not real property);
- Items damaged beyond reasonable repair or which would be a hazard to the public if sold in an auction;
- Items which will be sold through auction or destroyed;
 - Disposable items (i.e. furniture, supplies),
 - Items of low value which would not generate any revenue if sold in auction.
- Trade-Ins (items traded in as a discount for a new asset or an asset which malfunctioned and was replaced by the manufacturer with the same item).

2. Items requiring Commissioners Court approval before disposal or transfer

The following items are **not** included in the delegated authority given to the Purchasing Agent and will be sent through Commissioners Court for approval:

- Large or Capital Assets which may have a budgetary impact on the receiving department;
- Real Property;
- Vehicles;
- Computers, laptops, tablets or other technology related items;
- Large quantity of items (i.e. large number of furniture of the same kind, furniture collection of an entire office or building etc.);
- Donations;
- Lost or stolen items;
- Items requested by Commissioners Court.

This delegation of authority does not include abandoned property such as evidence or items from law enforcement investigations or legal cases which will be disposed of through a separate process administered by the Sheriff's Office. All items will be separately recorded according to their funding (i.e. General Fund items, Road and Bridge Fund items) to avoid comingling of budgeted funds.

3. Online Auction

a. Procedure

Williamson County utilizes GovDeals, Rene Bates, and PropertyRoom (Sheriff's Office only) as its online auctioneers. The Fleet Department processes auction requests for vehicles. The Warehouse Manager manages all other auction items except seized and stolen property which are handled by the Sheriff's Office.

Before each online auction the Purchasing Department advertises in the newspaper in accordance to TLGC 263.153. The remaining online auction process is handled by the Williamson County Warehouse staff.

b. Advertising process

When advertising for Auctions, Departments must first have a list of assets being auctioned to the Auditor's Office. The Fleet Department and the Warehouse which is part of the ITS department may assist in providing specifics to the items related to their area of responsibility. Following are instructions for advertisement:

The Warehouse auction runs for two (2) weeks beginning on Wednesday and ending on a Wednesday. As per Texas Local Government Code 263.153 - the Purchasing Department, under direction of the Commissioners Court, publishes a notice of sale of surplus or salvage property in at least one newspaper of general circulation in the County if the estimated value of surplus or salvage property exceeds \$500.

The notice is published after the 30th day but before the 10th day before the date of the sale.

For all property with the estimated value of not more than \$500 the requirement of publishing a newspaper advertisement is waived as the posting on the licensed auctioneer's site for at least ten (10) days, unless the property is sold before the 10th day, is sufficient.

To ensure timely processing by the paper, the Purchasing Department will attempt to send the list of items one (1) week prior to the first ad scheduled or as soon as the list is received by the Purchasing Department. Items may be summarized in groups and specific details are not necessary.



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EVALUATION COMMITTEE GUIDELINES & CONFLICT OF INTEREST / NON-DISCLOSURE AGREEMENT REQUEST FOR PROPOSALS (RFP) AND REQUEST FOR QUALIFICATIONS (RFQ)

Revised May 2018

RFP/RFQ Evaluation Committee Objective

The Committee first reviews all relevant information (i.e. department needs, specifications, scope of work) and develops weighted criteria to establish the requirements by which a respondent meets the needs of the RFP/RFQ. Establishing the criteria is a critical task since this will be the standard by which all responses will be evaluated. The Committee must agree on a scoring method and then apply it impartially to each proposal or statement of qualifications received.

Committee Member Roles

- Clarify committee members' roles and establish a time line that includes important deadlines. The committee must review the solicitation documents (RFPs/RFQs) to familiarize themselves with the requirements and criteria.
- Establish a committee chair (i.e. lead technical contact of the RFP/RFQ). The chair is responsible for keeping evaluation activities on schedule and attending potential debriefings with the Purchasing representative after award.
- All vendor contact should be through Purchasing during the RFP process. If a vendor contacts a committee member, the vendor should be referred to Purchasing. Committee members must not communicate with vendors as this could potentially jeopardize the award of the RFP/RFQ.
- The Purchasing representative is generally a non-voting facilitator of the meeting ensuring that the committee activities are in accordance with the law, County policy and applicable guidelines. Additional functions of the Purchasing representative include ensuring integrity of the procurement process, compliance with RFP/RFQ requirements, scheduling respondent interviews, retaining documentation, corresponding with respondents, negotiation of the contract, and placement of award recommendation on Commissioners Court agenda.

Committee Tasks

1. Sign a **Conflict of Interest and Non-Disclosure Statement**.
2. Analyze requirements and develop evaluation criteria prior to the release of an RFP/RFQ.
3. Attend each scheduled meeting, including oral presentations unless unique circumstances prevent member from attending.
4. Perform functions in a fair and equitable manner.
5. Communicate items in question to the Purchasing representative who will then email the appropriate respondent. Responses will be shared and discussed with the committee members.
6. Review each of the proposals and be prepared to discuss each proposal when the Evaluation Committee meets.
7. Evaluate, analyze and score proposals or qualifications against established criteria.
8. Determine whether presentations/interviews should be held with (a) short-listed firm(s) or individual(s).
9. Develop questions or additional criteria for oral interviews/presentations.
10. Identify finalist(s) for Purchasing to negotiate or invite Best and Final Offer.
11. Provide technical input and expertise during any negotiation.
12. Provide recommendation of a selected firm to the Commissioners Court for final approval while following County policies and applicable laws. Be prepared to answer questions and support the recommendation if requested.

Composition of Evaluation Committee

The evaluation committee should be comprised of (at least) one non-voting member from the Purchasing Department and **3-5 voting members** such as end-users with technical expertise, stakeholders who will be users of the item or service being procured and in addition, a representative from departments other than the requesting department, or outside of Williamson County.



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**WILLIAMSON COUNTY PURCHASING DEPARTMENT NON-DISCLOSURE
BLANKET AGREEMENT
(Rev. May 2018)**

This blanket agreement is for Elected Officials and/or County Employees such as but not limited to Department Heads or Managers, who may not be participating in an evaluation committee function, but who are still required to receive information from committee members regarding certain RFP/RFQ processes. If at any time the Elected Official or County Employee is serving as an Evaluation Committee member, they will, at that time, be required to sign a Non-Disclosure and Conflict of Interest agreement for that particular RFP/RFQ.

To preserve the overall integrity and professionalism of the procurement and evaluation process and to maintain fairness and impartiality to all Respondents, the undersigned agrees to the following:

1. Not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any Respondents/proposals/statements of qualifications to anyone other than Williamson County Officials or Employees. I understand the terms "disclose or otherwise divulge" include but are not limited to, reproduction of any part or any portion of any offers/proposals/statements of qualifications without prior authorization from the Purchasing Department.
2. Not to disclose any proprietary, confidential, pricing or other details to anyone that could jeopardize the evaluation and negotiation process or create a biased award outcome.
3. Keep the responses and their contents secure during the evaluation process until awarded in Commissioners Court.
4. Refer any communications from Respondent, during the solicitation process, to the authorized Purchasing representative.
5. Immediately report any known breaches to the confidentiality of the procurement process to the Purchasing Agent, and
6. Refer any request for information, under the Texas Open Records Act to the County Attorney's Office.

I, the undersigned have read, understand and agree to the terms of this Non-Disclosure Agreement.

Signature

Date

Print Name _ _ _ _ _



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**WILLIAMSON COUNTY PURCHASING DEPARTMENT NON-DISCLOSURE
AGREEMENT FOR EVALUATION COMMITTEE MEMBERS
(Rev. May 2018)**

In accordance with the County Purchasing Act, Solicitation # _____, Solicitation Description _____ was issued as a _____, and therefore all information contained in the responses is to be kept **confidential**.

To preserve the overall integrity and professionalism of the procurement and evaluation process and to maintain fairness and impartiality to all Respondents, the undersigned agrees to the following:

1. Not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of the responses to this Solicitation to anyone other than Williamson County Officials or Employees. I understand the terms "disclose or otherwise divulge" include but are not limited to, reproduction of any part or any portion of any of the responses without prior authorization from the Purchasing Department.
2. Not to disclose any proprietary, confidential, pricing or other details to anyone that could jeopardize the evaluation and negotiation process or create a biased award outcome.
3. Keep the responses and their contents secure during the evaluation process until awarded in Commissioners Court.
4. Refer any communications from Respondent, during the solicitation process, to the authorized Purchasing representative.
5. Immediately report any known breaches to the confidentiality of the procurement process to the Purchasing Agent, and
6. Refer any request for information, under the Texas Public Information Act to the County Attorney's Office.

I, the undersigned have read, understand and agree to the terms of this Non-Disclosure Agreement.

Signature

Date

Print Name _ _ _ _ _



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**WILLIAMSON COUNTY PURCHASING DEPARTMENT EVALUATION COMMITTEE
CONFLICT OF INTEREST STATEMENT
(Rev. May 2018)**

Solicitation # _____, Solicitation Description _____

To protect the integrity of the public procurement process, it is essential that Proposals or Statements of Qualifications be evaluated in an unbiased manner and without conflict of interest.

Conflict of Interest – I, nor any member of my immediate family I am aware of, have interest in any company or business that may respond to this Request for Proposal/Qualifications; nor am I aware of any facts or circumstances that may impair my ability to evaluate Proposals/Statements of Qualifications fairly and impartially. I have no personal interest in seeing that a specific offeror is awarded the contract, and I have accepted no gratuities or favors from potential offerors which would compromise my objectivity. I am not employed by nor do I have any arrangement for future employment with any organization under consideration.

I agree to perform any and all tasks related to the solicitation in an unbiased manner, to the best of my ability, and with the best interest of Williamson County paramount in all decisions.

I, the undersigned have read, understand and agree to the terms of this Conflict of Interest Statement.

Signature _____ Date _____

Print Name _ _ _ _ _



PROCUREMENT CARD PROGRAM (P-Card) USER MANUAL AND POLICIES

Revised: May 2018



PURCHASING CARD PROGRAM ADMINISTRATORS:

Primary: Brenda Fuller 512-943-1607; brendafuller@wilco.org
Back up: Kerstin Hancock 512-943-1546; khancock@wilco.org

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INTRODUCTION

Welcome to the JPMorgan Chase Bank Procurement Card Program. This program is designed to help better manage low-dollar purchases and brings many benefits to Williamson County and our suppliers.

The success of the Procurement Card Program and its continuing use depends on your participation and cooperation. Please be sure to read and follow the program guidelines as specified within this manual.

PURPOSE



The purpose of Procurement Card Program rules and procedures is to accomplish the following:

- ✓ Reduce the cost of high volume, low dollar transactions. This program also helps reduce the use of check requests, and small dollar purchase orders.
- ✓ Provide an efficient method of purchasing and paying for commodities and services not exceeding an approved single purchase limit. **The Procurement Card shall ONLY be used for County business related purchases.**
- ✓ Reduce travel time and paperwork involving purchases.
- ✓ Develop reasonable and enforceable rules, procedures and audit controls. The program is NOT intended to avoid or bypass appropriate purchasing or payment procedures, but to complement the existing processes.
- ✓ Enable the purchase of non-restricted commodities, by telephone, on the internet, or in person, directly from approved suppliers. **The card is intended to be used for:**
 - **Emergency and Small Dollar purchases** (any purchases under \$5,000 not requiring approval of County Judge and as approved by the department head or elected Official)
 - **Registration fees**
 - **Business travel**
 - **Training**
- ✓ Increase the number of suppliers immediately accessible to Williamson County.
- ✓ Improve management reporting on low dollar transactions.
- ✓ Provide for disciplinary action if the Procurement Card is misused.
- ✓ Provide training on an ongoing basis for the use, reporting, and market updates of the Procurement Card.
- ✓ Ensure Williamson County bears no legal liability for inappropriate use of the Procurement Card.

In addition to the personal procurement cards issued in the cardholder's name, the County also allows Department Cards to be issued in a Department's name. The purpose of the Williamson County Purchasing Department Card is to provide a tool for departments to utilize the benefits of a procurement card while keeping the number of cards in the department to a minimum. Rather than assigning a procurement card to specific employees, the Department Card is issued in the name of the department responsible. One person, generally the department coordinator, is responsible for tracking all transactions on a department card log and obtaining all receipts and documentation from the employees using the card to submit them with the statement for payment. The department coordinator, who signs the cardholder agreement at the time the card is issued, is responsible for informing employees about all rules and procedures as set forth in the procurement card manual prior to entrusting them with the card. Each individual employee entrusted with the department card is responsible for tracking all receipts for the transactions made by them and providing said receipts and any additional supporting documentation required to the Department Coordinator. Failure to follow procedures as set forth in the procurement card manual may lead to disciplinary actions of the trustee. This card will reside under the responsibility of the Department Coordinator or designated person:



THE PROCUREMENT CARD PROGRAM BRINGS MANY BENEFITS TO...

Cardholders - You will be able to register for training/seminars, obtain supplies directly from your suppliers without using a purchase order. This streamlines the procurement process and can help improve turnaround time on receipt of your order. It significantly reduces the workload and processing costs related to the purchase and payment of supplies.

Williamson County - The Procurement Card program provides a cost-efficient, alternative method for procurement of low-dollar supplies. Built-in card features make the program easy to control and manage and reduces processing costs at all levels by reducing the number of requisitions, purchase orders, invoices and checks. The Procurement Card enables all departments to focus on higher value added activities.

Suppliers - The Procurement Card will be welcomed by suppliers who accept MASTERCARD. When they accept the card for business purchases, suppliers need not send invoices to Williamson County, and they will receive payment directly from JPMorgan Chase Bank within 48 hours.

SUMMARY OF PROGRAM

Williamson County, Texas has contracted with JPMorgan Chase Bank for a Procurement Card Program. All cards are issued at the request of the department. Card usage will be monitored, and cards may be suspended or rescinded at any time.

Please read all instructions, rules and procedures carefully. The signature on the Cardholder Agreement indicates understanding the intent of the program and agrees to adhere to the established rules and procedures. The Program Administrator will issue the Procurement Card after receipt of the signed agreement provided. The cardholder may begin using the card immediately and will be required to attend training provided by Purchasing before receiving the card.

Record keeping is essential to ensure the success of the program. Standard payment policies require retention of receipts and other documentation. **As with any card, the cardholder must retain sales slips, cash register receipts, invoices, order forms and receiving documents.**

Individual transactions, including shipping and handling, may not exceed the approved single purchase limit. Each Procurement Card has also been assigned a monthly total dollar limit, a single daily transaction limit, and a Merchant Category Code (MCC) Buying Group which will include or exclude designated merchant types specifically customized for each cardholder according to buying requirements needed by their department.

Purchases must be for the use and benefit of Williamson County. NO PERSONAL PURCHASES ARE ALLOWED. In the event inadvertent, incidental personal charges appear on a County Procurement Card due to travel, **the expense must be reimbursed to the County immediately.** Refer to Williamson County Travel Policy as reflected in the Williamson County Employee Policy Manual for detailed instructions regarding reimbursement of such expenses.

Suppliers are usually paid by JPMorgan Chase Bank within three (3) business days of the transaction. **Please indicate to suppliers that they must not invoice Williamson County because it might result in a duplicate payment. REMIND SUPPLIERS OF WILLIAMSON COUNTY TAX EXEMPT STATUS before making the purchase.** The cardholder may provide the supplier with a copy of the Texas Sales and Use Tax Exemption Certification that has the Williamson County Tax ID number listed. Cardholders are responsible for the security of the Procurement Card and the transactions made against it. The card is issued in the Cardholder's personal name and under the corporate name of Williamson County.

The Procurement Card is a County asset and is required to be tracked in Oracle Asset Tracking. It is also a form of payment and therefore subject to the guidelines set by Law, and other County purchasing policies and requirements

- ✓ **Payments using a Procurement Card are to be made at time of purchase and NOT after receipt of products and/or services. If an invoice arrives after the product/services have already been received, then the invoice must be sent to the County Judge for approval and then the invoice will be forwarded to Accounts Payable for payment.**
- ✓ **Procurement Cards cannot be used for purchases where any County commodity has already reached the \$50,000 fiscal year purchase limit through a combination of Purchase Orders AND Procurement Card purchases.**
- ✓ **Any County commodity over the \$50,000 fiscal year limit must be competitively bid or found on a Purchasing Co-op or inter local agreement where a competitive bid has already taken place.** Please contact the Program Administrator with any questions before the purchase is made.

DIFFERENCES BETWEEN THE PROCUREMENT CARD & A PERSONAL CREDIT CARD



The Procurement Card is used like a personal credit card. However, as a County Procurement Card, there are differences to be aware of:

- ✓ The County departments are responsible for all charges made on the Procurement Card. Unlike personal credit cards, which have limited liability if lost or stolen, unless the proper procedures in reporting lost or stolen cards are followed, **the County may be liable for all purchases made with a Procurement Card.**
- ✓ **There is no personal liability on the card unless the cardholder violates the terms of the card use** set forth herein or as specified in the Cardholder's Agreement.
- ✓ The transactions charged to a cardholder Procurement Card are billed directly to Williamson County by JPMorgan Chase Bank, even though the name of the cardholder is on the card.



PROCUREMENT CARD RESPONSIBILITY SUMMARY

General Responsibilities

The following are general guidelines applying to any County Employee or Official handling with County Procurement Card or associated data:

- ✓ **The Procurement Card must be treated with extra care because it is a Williamson County Asset and the Cardholder or anyone who is part of the procurement card process is responsible for its security. The Procurement card, the associated card number and the expense report must be kept in a secure location.**
- ✓ **Only the employee whose name is embossed on the card may use the Procurement Card.** No other individual is authorized to use the card or the card account number.
- ✓ **ALL PERSONAL CHARGES TO THE COUNTY PROCUREMENT CARD MUST BE AVOIDED. If personal transactions have been found, inform the Cardholder's Department Head.** Personal items are defined as anything that is not purchased for use and ownership by the County. It is a violation of this policy to use the Procurement Card for any personal purchase or personal transaction. Should this policy be violated, the transaction may be investigated, the Procurement Card may be removed from the violator, and the action could result in permanent revocation of the card, termination of employment, and possible criminal prosecution. **In the event inadvertent, incidental personal charges appear on a County Procurement Card due to travel, the expense must be reimbursed to the County immediately.** Refer to Williamson County Travel Policy as reflected in the Williamson County Employee Policy Manual located on the Human Resources SharePoint site for detailed instructions regarding reimbursement of such expenses.
- ✓ No cash advances, cash refunds - defined as cash, cash in addition to purchase, and cash in lieu of credit for the return or exchange of a purchase. Violation of this policy shall result in revocation of the Procurement Card from the user with investigation that could result in termination and/or criminal prosecution.
- ✓ Any product or service normally considered to be an inappropriate use of County funds.
- ✓ **NO Sales Tax can be charged to a County Procurement Card. In any case where sales tax has been incorrectly charged, credit needs to immediately be obtained from the vendor, or it must be reimbursed to the County by the Cardholder.**
- ✓ **Split purchases on a Procurement Card to avoid the existing procurement process (i.e. multiple transactions to the same vendor on the same day when the combined total of the orders exceed the Procurement Card transaction limit) are against State Law and County Procurement Card Policy.** Multiple items may be purchased, but the invoice cannot exceed the cardholder's single purchase limit. **Deliberately splitting a purchase to circumvent these procedures may result in suspension or revocation of the Procurement Card.**
- ✓ **Timely processing of Monthly Expense Reports.**

- ✓ Expense Reports are monthly billing statements that are downloaded from the JPMorgan Chase website, by the Department Coordinator. **An annual list providing all monthly dates on which Expense Reports must be downloaded, printed and reconciled.** The list can be found on the Purchasing Portal SharePoint site in the *Procurement Card* section under *Forms and Tools*. **It is highly recommended that this list of dates be entered into the Department Coordinator's Outlook Calendar to provide monthly reminders of these key dates.**
- ✓ Unauthorized or fraudulent transactions charged to the County must be immediately reported to the Procurement Card Administrator and the Cardholder's Department Head.
- ✓ Attendance of any Procurement Card training required by the Purchasing Department.
- ✓ Compliance with all Laws, Purchasing, Procurement Card, and Williamson County Employee policies and procedures.
- ✓ Lost or stolen cards must be reported to JPMorgan Chase Bank immediately by calling 1-800-890-0669 and contacting Program Administrator (Purchasing) immediately:
 - Brenda Fuller: 512-943-1607
 - Kerstin Hancock: 512-943-1546

Cardholder

An employee of Williamson County who is approved by his/her Department Head to use the Procurement Card to execute purchase transactions on behalf of Williamson County.

- ✓ Makes certain accounts to be charged have sufficient funds to cover the charges.
- ✓ Orders/receives materials and services.
- ✓ Obtains three (3) quotes for purchases exceeding \$5,000.
- ✓ Makes certain sales tax is **NOT** charged or that is credited back, if it occurs.
- ✓ Fixed assets > \$500 must be reported to the Auditor's Office.
- ✓ Reviews card activity frequently.
- ✓ Retains all Procurement Card receipts, cash register receipts, packing slips, etc. for monthly statement reconciliation **or** provides signed affidavit with the purpose of the transaction and reason why a receipt could not be obtained.
- ✓ Secures a safe place to organize and keep all receipts.
- ✓ Informs Department Coordinator of location where receipts are kept.
- ✓ **TIP:** When making a purchase via the internet, the supplier will provide a confirmation or email with details of the order. If not provided by the supplier via email or fax, use the key on your computer key pad called PRINT SCREEN before exiting the website. Right click on your computer mouse to PASTE the information to a WORD document. This should be used as the receipt.

- ✓ Reports unrecognized transactions to JPMorgan Chase and the Program Administrator immediately.
- ✓ Handles disputed items by calling the supplier immediately to receive a credit back to the Procurement Card.
- ✓ Calls the 800 number on back of Procurement Card when having problems using the card or the transaction is denied.

Procurement card pick-up for a new card or replacement card:

- ✓ After a card has been issued by JPMorgan Chase it will be sent to the Purchasing Department. The cardholder will be notified by email and asked to attend a 5 to 10-minute orientation. If the cardholder fails to pick up the card within two weeks following the notification email, a second reminder will be sent out. **The card will be destroyed, and the card account will be canceled if the card has not been obtained within 30 days of the second reminder.**
- ✓ The Procurement Card expires after two years. Approximately one month before the expiration of the card JPMorgan Chase will automatically send a new card to the Purchasing Department. The card holder will be notified by email and will have to **return the old card to the Purchasing Department before the new card can be issued.** If the cardholder fails to pick up the card within two weeks following the notification email, a second reminder will be sent out. **The card will be destroyed and the card account will be canceled if the card has not been obtained within 30 days of the second reminder.**

Cardholder infractions are a serious issue and may result in disciplinary action including:

- Suspension of a Procurement Card for 30 days on the first infraction.
 - Suspension of a Procurement Card for 60 days on the second infraction.
 - Cancellation of Procurement Card privileges on the third infraction.
 - **Possible termination of employment due to misconduct, depending on the severity of the infraction.**
- ❖ *Suspended or cancelled Procurement Cards must be returned to Purchasing within 24 hours after receiving a notice.*



PROCUREMENT CARD RESPONSIBILITY SUMMARY

Department Coordinator

An employee in each department designated by the Department Head to be responsible for reviewing transactions of individual Cardholders to make sure the transactions are legitimate business expenses and are classified appropriately.

- ✓ Ensures that all receipts or invoices documenting the detail of items purchased are attached to the Expense Report.
- ✓ Ensures that all original receipts are reviewed on each transaction and charged to the appropriate account codes.
- ✓ Determines that amounts are reasonable for items purchased.
- ✓ Ensures that errors and disputes from the prior month have been corrected and included on the monthly Expense Report.

NOTE: If a cardholder has a receipt, invoice or credit that does not appear on the monthly Expense Report, hold the receipt until the next monthly Expense Reporting period to allow for the transaction to appear due to the fact that the supplier may process the transaction several days after the actual purchase. Notify the Purchasing Program Administrator if the charge is not recorded on the following month for proper investigation by the Bank.

- ✓ Verifies appropriateness of account codes.
- ✓ **Department Coordinators must verify that the Expense Report is completed with all receipts, signed with a department approved signature and delivered to the Accounts Payable Division of the Auditor's Office within 5 days from the date that Expense Reports are available to be printed**
- ✓ Handles disputed items that cardholder is unable to resolve.
- ✓ Informs department cardholders of any changes or updates to the Procurement Card User Manual, or other communications from the Program Administrator.
- ✓ Annually reviews all cardholder accounts to determine if card limits are appropriate and if any other changes are needed.
- ✓ Participates in Procurement Card department audits as administered by the Auditor's Office.
- ✓ Monitors declined authorizations for signs of merchant fraud.
- ✓ Monitors disputed transactions.

- ✓ Monitors credit limits based on spending needs.
- ✓ Monitors trailing activity on closed accounts.
- ✓ Notifies the Program Administrators/Purchasing of lost or stolen cards:
 - Brenda Fuller: 512-943-1607
 - Kerstin Hancock: 512-943-1546



PROCUREMENT CARD RESPONSIBILITY SUMMARY

Department Head

The Department Head is responsible for approving Procurement Card applications for their employees, assigning a Department Coordinator, and submitting applications to the Procurement Card Program Administrator. The Department Head approval delegates transaction authority to the Cardholder.

- ✓ Requests Procurement Cards for designated employees that are permanent employees of Williamson County as verified by the County's Human Resources Department and forwards appropriate request to the Procurement Card Program Administrator using a request in Oracle Self Service Manager, along with a completed and signed Cardholder Procurement Card Application attached to the request. The form can be located on the Purchasing Portal SharePoint site in the *Procurement Card* section under *Forms and Tools*.
- ✓ Recommends Departmental spending limits, make any subsequent changes in spending limits and all information needed within established guidelines. Requests for limit changes do not have to be entered into Oracle. Simply forward the Procurement Card Change form to Purchasing. Form can be located on the Purchasing Portal SharePoint site in the *Procurement Card* section under *Forms and Tools*.
- ✓ **Cancels all Procurement Cards of terminated or transferred employees:**
 - **Requests cancellation of card in the Assets tab of Oracle Self Service Manager before Termination is entered.**
 - **Returns card to the Program Administrator for immediate cancellation.**
- ✓ Reviews or delegates review of each cardholder's monthly transactions charged to appropriate account code.
- ✓ Signs Cardholder's Expense Report and forwards to Department Coordinator.
- ✓ Advises the Program Administrator by email when a cardholder is transferring to a new department. Procurement Cards will be cancelled upon the transfer of a cardholder to a new department and a new card may be issued at the discretion of the new department by submitting a request in Oracle for a new card to the Program Administrator. Follow request to cancel procedures as shown above.



PROCUREMENT CARD RESPONSIBILITY SUMMARY

Accounts Payable (Auditor's Office)

The Accounts Payable Department audits and verifies monthly Procurement Card transactions for appropriate usage and pays the County Procurement Card bill. Accounts Payable also communicates closely with the Procurement Card Administrator about cardholder infractions and issues.

- ✓ Receives monthly billing statement from JPMorgan Chase Bank.
- ✓ Receives monthly Expense Reports with attached receipts from all Cardholders.
- ✓ Notifies the Program Administrator of any discrepancies or concerns from JPMorgan Chase Bank or Cardholders.
- ✓ Processes monthly payment to JPMorgan Chase Bank **by invoice due date**.
- ✓ Notifies Purchasing Director and Procurement Card Administrator of any late payments to JPMorgan Chase Bank.
- ✓ Notifies Purchasing Director and Procurement Card Administrator of all rebate funds received from JPMorgan Chase Bank.
- ✓ Monitors / audits all Procurement Card transactions each month to include the following:
 - Sales tax included on purchases.
 - Detailed invoices or receipts are not included for each purchase.
 - Back-up documentation lacking or not included.
 - Personal purchases made on the County Procurement Card.
- ✓ Provides written documentation with a recommendation to the Program Administrator of any Cardholder infractions, suspensions, or cancellations to be implemented.

JPMorgan Chase Bank

JPMorgan Chase Bank is the issuer of the Williamson County Procurement Card Program. Their responsibilities will include all activities related to the underwriting, promotion, and issuance and servicing of the card:

- ✓ JPMorgan Chase Bank utilizes Smart Data Online web-based reporting system for posting all transactions to the County's Procurement Card account and includes all cardholder accounts for review.
- ✓ JPMorgan Chase Bank processes reported lost, stolen, canceled or reassigned cards as reported to them by the Program Administrator for Williamson County. The Bank will assist in processing errors and disputes with suppliers as necessary.

JPMorgan Chase Bank Customer Service: 1-800-890-0669



PROCUREMENT CARD RESPONSIBILITY SUMMARY

Program Administrator (Purchasing Department)

The Program Administrator serves as the primary contact for the Williamson County Procurement Card Program. The Program Administrator acts as the intermediary for establishing and maintaining all management reports, procedures, training, card maintenance and monitors the overall performance of the Program.

- ✓ Coordinates the Procurement Card Program procedures and maintains Procurement Card Program User Manual.
- ✓ Processes properly authorized card requests, card changes, card limits and card cancellations, as approved by Department Heads.
- ✓ Assigns merchant codes to particular card types and groups and blocks merchant category codes when appropriate.
- ✓ Administers Procurement Card training programs for all county departments and stakeholders.
- ✓ Administers web based Smart Data Online (SDOL) applications internally and externally.
- ✓ Evaluates Procurement Card feedback from suppliers and departments.
- ✓ Reports non-received cards to JPMorgan Chase immediately.
- ✓ Alerts all cardholders immediately, if merchant fraud is detected or suspected.
- ✓ Works with Accounts Payable on any Cardholder infractions, suspensions, or cancellations to be implemented.
- ✓ Reports employee fraud to Department Head, Human Resources and proper law enforcement.
- ✓ Coordinates and maintains internal controls.
- ✓ Assists in resolving billing disputes.
- ✓ Participates in ongoing program reviews, upgrades, and corporate level training offered.
- ✓ Attends industry driven seminars and conferences to stay current with market trends.
- ✓ Tracks monthly Procurement Card spend, trends and issues.
- ✓ Tracks monthly Procurement Card rebate and ensures timely receipt from the bank.

PROCUREMENT CARD ESSENTIALS

REQUESTING A PROCUREMENT CARD



Department Head:

Authorizes permanent employees of Williamson County to purchase goods, materials and services on behalf of the County. Only the Department Head can authorize this responsibility.

- ✓ **All card requests must be entered into Oracle Self Service Manager by Department Head or designated employee.** The Department Head will recommend the dollar amount for limits that will be authorized to purchase by the cardholder and sign the application. The Cardholder Procurement Card Application form can be attached to the Oracle Procurement Card request. The Purchasing Program Administrator will process the Oracle request and notify cardholder when card arrives.

Applicant:

- ✓ Completes the application for a Procurement Card. Upon receipt of the card from the bank, the cardholder will sign the cardholder agreement and be scheduled for training.
- ✓ Form can be located on the Purchasing Portal SharePoint site in the *Procurement Card* section under *Forms and Tools*.

EXCLUSIONS BY MERCHANT CATEGORY CODE (MCC)



MCC is a numeric 4-digit code MasterCard assigns to each supplier to identify the supplier's primary product or service. **Specific MCC's are excluded or included according to use on all Williamson County Procurement Cards. These exclusions or inclusions will cause a transaction to be declined at suppliers registered with these codes, i.e. (1) access to cash such as banks, ATM's, casinos and lotteries; (2) personal service providers such as barbers and beauty studios, health spas, and carpet cleaners; and (3) amusement and entertainment suppliers, such as theaters, bowling alleys and arcades. NOTE:** If a supplier accepts MasterCard but the transaction is rejected, and the belief is that the purchase should be allowed, call the Program Administrator to determine the

cause. Some suppliers have codes that do not necessarily make sense, e.g. plumbing parts and supply wholesale/retail supplier may register as a “contractor”.

RETURNS, CREDITS & REJECTED MERCHANDISE



The cardholder is responsible for making all arrangements associated with Procurement Card returns. Cardholders are expected to follow up until the appropriate credit is issued against their Procurement Card.

To arrange a return:

- ✓ Notify supplier of items to be returned. (Many suppliers will not accept returns without prior return authorization).
- ✓ Ask the supplier to credit the Procurement Card for the return.
- ✓ **Under no circumstances should you accept cash or store credit in lieu of a credit to the Procurement Card account.**
- ✓ Follow supplier’s packaging and labeling instructions.
- ✓ Complete appropriate documentation of shipment.

RECEIVING MATERIALS



- ✓ Every purchase must be documented with a receipt which will typically be a standard store receipt.
- ✓ If the purchase is shipped, request an invoice (marked paid) in addition to the packing slip in order to have an adequate receipt that includes total costs. Under certain circumstances, such as magazine subscriptions, membership applications and conference registrations, copies of the order forms will be acceptable as receipts. If ordering on the internet, print a copy of the final bill before leaving the website. This can serve as the receipt.
- ✓ The charge slip should be attached to the receipt for each transaction. Keep all receipts for use in reconciliation of Expense Reports.

TAX EXEMPT INFORMATION



Purchases made with the Procurement Card are Sales Tax Exempt.

- ✓ The county Sales Tax Exemption Form can be located on the Purchasing Portal SharePoint site, in the *Forms and Tools* section under Sales Tax. It can be downloaded and either emailed or faxed to any requesting supplier.
- ✓ Cardholders must inform suppliers that the County is tax exempt before any order is purchased or processes.
- ✓ The County is **not tax exempt from hotel and airline excise taxes**, these taxes **ONLY** are permitted for purchases using the procurement card.
- ✓ Users must be careful not to make purchases on the Web from Texas based suppliers that will not honor the tax exemption. **Users should contact the online supplier to make certain that tax will not be charged before the purchase is made.**
- ✓ **The County will require the user to obtain a reversal or credit back to the Procurement Card for errors in charging tax on any and all purchases using the Procurement Card. A receipt for the credit issued to the Procurement Card is required for reporting.**
- ✓ **Under no circumstances will cardholder accept cash or store credit** in lieu of a credit to the Procurement Card account.
- ✓ Some suppliers may require that sales tax exempt purchases be processed at their customer service desks. **Before leaving the store cardholders should review the receipt to verify they have been changed the correct prices and that sales tax was not charged. If the receipt is not correct, the cardholder is responsible for immediately correcting the transaction including the recovery of overcharges and incorrectly charged sales tax.**

FREQUENTLY ASKED QUESTIONS



Q: Can I send someone in my place to pick up my new or replacement Procurement Card?

A: No. All cards must be picked up by the Cardholder for whom the card was requested. Forms must be signed and instructions given to the Cardholder at the time the card is picked up.

Q: I have requested a new card. What do I do with the old card?

A: The old card must be turned in to the Program Administrator at the time the new card is picked up.

Q: How can I check the balance of my card to ensure I am not over the monthly spending limits?

A: Call the phone number on the back of the card for customer service and they can provide you with your available balance. If you have additional issues or problems, please contact the Program Administrator.

Q: My card is about to expire. What happens and when?

A: The card is good until the end of the month in which it expires. A new card will automatically be sent to the Program Administrator and you will be notified when the card arrives so that you can pick it up and sign any needed documents.

Q: How do I report a lost or stolen card?

A: IMMEDIATELY REPORT LOST OR STOLEN CARDS:

- ✓ *Call JPMorgan Chase Bank at 1-800-890-0669 to report a lost or stolen card*
- ✓ Record the name of the person at JPMorgan Chase Bank that took the call of the reported lost or stolen card
- ✓ Notify the Program Administrators/Purchasing:
 - Brenda Fuller: 512-943-1607
 - Kerstin Hancock: 512-943-1546
- ✓ **Do not request or accept a new replacement card directly from JPMorgan Chase Bank**
- ✓ Purchasing will request a new card if applicable and follow up with distribution of the new card
- ✓ A new Cardholder agreement must be signed in order to receive a new card

Q: How do I make changes to my information or card limits?

A: Your Department Coordinator and/or Department Head must advise the Program Administrator by submitting a completed Procurement Card Change Form of any name and/or limit changes of cardholders. The Program Administrator will make the appropriate changes to the cardholder's account.

Q: How do I use the card to place an order?

A: You should be prepared to provide name, card number, and expiration date when placing an order. Cardholders are not provided with PIN numbers. **Be sure to inform the supplier that the County is tax-exempt before the order is processed. All receipts must be checked before leaving the supplier's place of business to ensure tax has not been added to the purchase.** Ask the supplier to provide a detailed receipt/packing list that includes product description, price, and freight/delivery charges. **ALL charge slips and receipts are required for monthly Expense Report reconciliation.**

Q: What do I do when there is an error while using my Procurement Card?

A: Errors and disputes occur when charges on the monthly Expense Report appear to be incorrect:

- ✓ **Immediately try to resolve the dispute with the supplier.** Disputed items must be resolved and should appear on the next billing cycle report.
- ✓ If you are unable to resolve the dispute with the supplier, you should immediately notify your Department Coordinator or Department Head. Provide names and dates of persons contacted, copies of correspondence, and other documentation associated with any attempts to resolve the dispute.
- ✓ **Do not delay turning in Expense Reports to the Department Coordinator due to a dispute with a supplier.**
- ✓ Expense Reports must be turned in with all receipts and documentation.
- ✓ You should keep a copy of all documents to continue disputing transaction until resolved or if the determination is made to formally dispute the transaction with the Bank.
- ✓ **The Procurement Card Administrator should be informed of all possible disputes.**
- ✓ Allocate the transaction to the proper account code and allocate any credit for the resolution of the disputed charge to the same account code when it appears on the following monthly Expense.

Q: Who do I call if I have questions or problems with my card?

A: Primary: Brenda Fuller 512-943-1607; brendafuller@wilco.org
Back up: Kerstin Hancock 512-943-1546; khancock@wilco.org

TIPS FOR PURCHASING ON THE INTERNET



When purchasing a service or product online, the following should occur:

- ✓ Cardholder should be fully informed as to all charges associated with making a particular online purchase. Shipping and handling, plus other special or hidden fees can greatly increase the cost of the purchase.
- ✓ Note the expected delivery time and determine whether or not the supplier's delivery schedule fits the need for the purchase.
- ✓ Read the online supplier's refund/return and customer privacy policies. Learn the terms of business practiced by a particular online supplier. Beware of online merchants who do not prominently display refund/return or privacy policies.
- ✓ Look for addresses that start with "https:." Never enter a Procurement Card account number on a web page that does not display "https:." at the beginning of the web page address. The "https:." in the URL (web address) means that information provided on an ordering form will be transmitted over an encrypted, secure connection to the supplier.
- ✓ Look for the security alert and the lock icon when making online purchases. Using Internet Explorer, will give a pop up "security alert" when connected to a secure server. The message will read something like "You are about to view pages over a secure connection" Continue by clicking "OK" on the pop up window and the connection to the secure server will take place. At this point the lock icon in the bottom-right portion of the web browser window is visible. The security alert and the lock icon are signs that the connection to the website using an encrypted secure connection has been accomplished.
- ✓ Guard personal information. Do not provide non-essential information online.
- ✓ Find out where a company is physically located to check on reliability through other verifying sources, such as the Better Business Bureau. Most reputable companies will offer an alternate means (retail outlets, mail orders, phone orders, etc.) of purchasing their products or services. Beware of online retailers that fail to list detailed contact information.
- ✓ Never reuse the same passwords for multiple e-commerce accounts. If a web browser asks to "remember or save" the password, decline the offer.
- ✓ Do not respond to unsolicited emails. JPMorgan Chase Bank does not send emails to ask for verification of account information. Any questions regarding unsolicited emails contact the Program Administrator.
- ✓ Look for seals or other symbols that identify a particular supplier as being a member of an online reliability, privacy, or secure site protection group. Organizations that sponsor these types of seals include Versign, TRUSTe, and Secure Assure. Verify that the supplier is in fact a member of the seal program by visiting the site that issues the seal and looking up the supplier's name and/or Web address.



Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

CARDHOLDER PURCHASING CARD AGREEMENT

I, _____, hereby acknowledge receipt of a Williamson County MasterCard purchasing card, number _____. As a cardholder, I agree to comply with the terms and conditions of this Agreement and the purchasing card policies and procedures. Exp. ___/___

I acknowledge receipt of said Agreement and confirm that I have read and understand the terms and conditions. I understand that Williamson County is liable to JP Morgan Chase Bank and MasterCard for all Williamson County charges.

I agree to use this card for County approved purchases only and agree not to charge personal purchases. I understand that Williamson County will audit the use of this card and report any discrepancies. I also understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the purchasing card policies and procedures.

I further understand that improper use of this card may result in disciplinary action, up to and including termination of employment. Should I fail to use this card properly, I authorize Williamson County to deduct from my salary an amount equal to the total of the discrepancy. I also agree to allow Williamson County to collect any amounts owed by me even if the County no longer employs me.

I understand and agree to read and uphold the policies and procedures written in the Williamson County Procurement Card Manual located on the Williamson County Portal Financial Center under Policies.

I understand that Williamson County may terminate my right to use this card at any time for any reason. I agree to return this card to the County immediately upon request or upon termination of employment.

I understand that the single transaction limit is \$_____ and the monthly limit is \$_____.

Cardholder:

Signature: _____

Date: _____

Print Name: _____

Department: _____

Approved By:

Signature: _____

Date: _____

Purchasing Card Administrator

Print Name: _____

Commissioners Court - Regular Session

46.

Meeting Date: 05/08/2018

Data Armor, LLC Business Associate Agreement

Submitted For: Randy Barker

Submitted By: Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of standard Business Associate Agreement (BAA) with Data Armor, LLC for document shredding service to protect HIPPA-related information during handling of such documents to support operations of the Williamson County EMS

Background

Williamson County EMS is a covered entity under HIPAA and must dispose of paper records with Protected Health Information (PHI) in a method so that the PHI is rendered essentially unreadable, indecipherable, and otherwise cannot be reconstructed. EMS requires services from a qualified company to provide on-site destruction of paper PHI for compliance with HIPAA privacy and security regulations. This was not a service which was requested in the current budget as at the present time EMS shreds documents internally, however the volume has increased beyond a manageable capacity. EMS changed contracted medical waste disposal companies at a cost savings to expenditure account 01.0100.0540.004100 Professional Services, which now allows for this shredding service to be out-sourced and funded from this account. Data Armor provided a monthly estimate for this service and quote is attached that identifies a \$40 per month charge for the first 66 gallon cart, with an additional \$20 per month for an additional 66 gallon cart, if necessary.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Data Armor, LLC Business Associate Agreement](#)

[Data Armor, LLC estimate](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Dianne West
Final Approval Date: 05/03/2018

Reviewed By

Randy Barker
Wendy Coco

Date

05/03/2018 09:59 AM
05/03/2018 10:31 AM
Started On: 05/02/2018 11:52 AM

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into and effective as of the date of the last party's execution below, between **Williamson County, Texas**, a political subdivision of the State of Texas, with its principal office at 710 Main Street, Suite 101, Georgetown, Texas 78626 ("County"), and **Data Armor**, having an office at 814 Tradesmens Park Loop, Hutto, TX 78634 ("Associate").

WITNESSETH:

WHEREAS, Associate provides the following services to County (the "Services"): document on-site shredding and pickup, which are more thoroughly described in the one or more written Agreements between County and Associate as amended from time to time; and

WHEREAS, the Services may constitute, in whole or in part, services described in the definition of "business associate" set forth in Title 45, Section 164.103 of the Code of Federal Regulations ("CFR"); and

WHEREAS, in connection with the provision of Services, Associate might require access to certain information maintained by County in order to fulfill its obligations to County and/or to conduct its own business; and

WHEREAS, County and Associate desire to enter into this Agreement in order to ensure that Associate's access to and use or disclosure of any and all information relating to County's patients complies fully with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereto by the Department of Health and Human Services ("HHS") and codified at 45 CFR Parts 160 and 164, as amended from time to time, including without limitation (i) the Privacy Standards for the Protection of Health Information set forth at 45 CFR Part 164, Subparts A and E, and (ii) the Security Standards for the Protection of Electronic Protected Health Information set forth at 45 CFR Part 164, Subpart C (the statute and regulations are hereinafter collectively referred to as "HIPAA").

NOW, THEREFORE, in consideration of the mutual covenants and promises more fully set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions.

a. **"Protected health information"** shall be defined in accordance with 45 CFR § 160.103, as amended from time to time. At a minimum, protected health information shall include all individually identifiable health information pertaining to any current or former participant in The Prevention Plan or other prevention products offered by the County (each, a "Participant") that is transmitted or maintained in any electronic or other form or medium.

b. **"Individually identifiable health information"** shall be defined in accordance with 45 CFR § 160.103, as amended from time to time, and for purposes of this Agreement shall mean such information relating to a current or former Participant that is furnished by County to Associate or created by Associate for or on behalf of County (including without limitation demographic information collected from a current or former Participant), and (i) is created or received by County, Associate or another health care provider, health plan, employer, or healthcare clearinghouse; (ii) relates to the past, present or future physical or mental condition of a current or former Participant, the provision of prevention services or related health services to such Participant, or the past, present or future payment for the provision prevention services or related health services to such Participant, and (iii) that identifies the Participant, or for which there is reasonable basis to believe the information can be used to identify the Participant.

c. **"Privacy Standards"** shall mean the Privacy Standards for the Protection of Health Information set forth at 45 CFR Part 164, Subparts A and E, as amended from time to time.

d. **"Electronic protected health information"** shall be defined in accordance with 45 CFR § 160.103, as amended from time to time.

e. **"Security Standards"** shall mean the Security Standards for the Protection of Electronic Protected Health Information set forth at 45 CFR Part 164, Subpart C, as amended from time to time.

f. **"Breach"** shall mean the acquisition, access, use, or disclosure of PHI in a manner that: (i) is not permitted by the HIPAA Privacy Regulations; (ii) poses a significant risk of financial, reputational, or other harm to the individual; and (iii) is not excluded from the definition of Breach found at 45 C.F.R. §164.402. In the event of any inconsistency between the definition of Breach in this Amendment and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.

g. **"HITECH Act"** shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act, Pub. L. No. 111-5.

h. **"Unsecured Protected Health Information"** shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

i. Except as otherwise specified in this Agreement, terms used in this Agreement shall be interpreted in a manner consistent with and necessary for County to comply with the Privacy Standards and the Security Standards.

2. **Disclosure to Associate.** Nothing in this Agreement shall be construed to require County to furnish or disclose to Associate any protected health information or other information relating to Participants. This Agreement is intended solely to require and ensure that Associate's handling of such protected health information complies fully with the Privacy Standards.

3. **Handling of Protected Health Information.** Associate agrees to handle protected health information received by Associate from County or created by Associate on behalf of County solely in its capacity as a business associate to the County, and only to the extent necessary: (i) to meet its obligations to County; (ii) for the proper management and administration of Associate; and (iii) to carry out Associate's legal responsibilities. Associate shall not use protected health information for any other purpose, or in any manner that would constitute a violation of the Privacy Standards or County's Notice of Privacy Practices, as the same may be amended from time to time (the "Privacy Notice"). Associate hereby acknowledges that it has received a copy of the Privacy Notice and will comply fully with its provisions.

4. **Disclosure of Protected Health Information.** Associate may disclose protected health information only in a manner permitted pursuant to this Agreement or as required by law. To the extent Associate discloses protected health information to any third party, the Associate shall, prior to making any such disclosure and in addition to the assurances required by Section 7 of this Agreement, obtain: (i) reasonable assurances from such third party that the protected health information will be held confidential as required by this Agreement and used or further disclosed only as required by law or for the specific purpose for which it was disclosed to such third party; and (ii) the written agreement of such third party to notify immediately Associate of any breach of the confidentiality of such protected health information, to the extent such third party obtains knowledge of such breach. Associate shall not disclose protected health information received from County for any other reason, or in any manner that would constitute a violation of the Privacy Standards.

5. **Safeguards.** Associate agrees to implement and utilize safeguards to prevent the use or disclosure of protected health information for any purpose other than as expressly provided for in this Agreement. Upon request therefore, Associate will provide County with information regarding the nature of such safeguards and the effectiveness of their implementation and maintenance.

6. **Reporting and Mitigation.** Associate agrees to (a) report immediately to County in writing any use or disclosure of protected health information not provided for in this Agreement of which Associate becomes aware; and (b) take such actions as may reasonably be requested by County or as may reasonably be required to mitigate the effects of any use or disclosure of protected health information by Associate or any of its contractors, employees or affiliates in violation of this Agreement. Associate agrees to notify the County as required by 45 CFR 164.410 following the discovery of a breach of unsecured PHI. Such notice shall be provided without unreasonable delay and within the timeframe prescribed in the Privacy Standards and shall include, to the extent possible, information that the County is required to include in notification to the individual under 45 CFR 164.404.

7. **Third Parties.** Associate shall require that any agent, subcontractor or other third party to whom it is permitted or required to provide protected health information pursuant to this Agreement agree in writing to the same restrictions and conditions that apply to Associate with respect to such protected health information. Upon request therefore, Associate shall furnish County with documentation regarding such third party agreements.

8. **Access to Protected Health Information.**

a. If Associate maintains protected health information subject to this Agreement, it agrees to make available to any Participant access to his or her protected health information promptly following a request by County therefore in accordance with 45 CFR § 164.524, as amended from time to time. In the event that any Participant requests access to protected health information directly from Associate, the Associate shall immediately forward such request to County, and County shall notify Associate if there is any basis on which to deny such access to protected health information. In all cases, Associate shall abide by the determination of County regarding any full or partial denial of access to such protected health information to any Participant.

b. If Associate maintains protected health information subject to this Agreement, upon request by County for access to protected health information about a current or former Participant, Associate will make such protected health information available to County for the amendment of the Participant's protected health information or any record set which includes information regarding the Participant. Associate shall provide such information to the County for amendment and shall incorporate any such amendments in the protected health information used and disclosed by Associate in accordance with this Agreement, as required by 45 CFR § 164.526, as amended from time to time.

c. If Associate maintains protected health information subject to this Agreement, during the term of this Agreement, Associate shall maintain, and furnish to County upon request, such information as is required to assist County in making an accounting of disclosures of protected health information relating to current or former Participants and in Associate's possession pursuant to 45 CFR § 164.528, as amended from time to time. In the event that any such request for an accounting is made directly to Associate, Associate shall immediately notify County in writing of such request, and County shall be responsible for the preparation and delivery of any such accounting. In order to permit County to undertake such an accounting, Associate shall, upon request, furnish County with the following information: (i) the date of all disclosures of protected health information by Associate to any third party; (ii) the name of the third party receiving such protected health information, and the address of such third party, if known; (iii) a brief description of the protected health information disclosed; (iv) a brief statement of the basis and purpose of such disclosure; and (v) such other information as reasonably requested by County regarding such protected health information. Notwithstanding the foregoing to the contrary, however, under no circumstances shall Associate be required to maintain information regarding disclosures described in 45 CFR § 164.528(a)(1)(i) through (ix), as amended from time to time, for which the parties agree County is not required to furnish an accounting pursuant to 45 CFR § 164.528.

9. Breach Notification.

a. Effective September 23, 2009, the Business Associate shall immediately report to the Covered Entity any Breach of Unsecured Protected Health Information. Such report shall include at least the following information:

- (1) the identity of each Individual whose information was accessed, acquired or disclosed during the breach;

- (2) a brief description of what happened;
- (3) the date of discovery of the breach;
- (e) the nature of the Unsecured Protected Health Information that was involved (e.g., social security numbers, date of birth, etc.);
- (f) any steps Individuals should take to protect themselves from potential harm resulting from the breach; and
- (g) a brief description of what the Associate is doing to investigate the breach, to mitigate harm to Individuals, and to protect against any further breaches.

b. Accountings of Disclosures. Associate will provide to an Individual, upon the request of that Individual or the Covered Entity, an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528.

c. Compliance with HIPAA Privacy and Security Rules.

- (1) Associate acknowledges that it has a statutory duty under the HITECH Act to, among other duties:
 - (A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. §164.504(e) (the provisions of which have been incorporated into the Agreement); and
 - (B) effective February 17, 2010, comply with 45 C.F.R. §§164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation Requirements"). In complying with 45 C.F.R. §164.312 ("Technical Safeguards"), Associate shall consider guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.
- (2) Associate acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.

d. Remuneration in Exchange for Protected Health Information.

As of the effective date of Section 13405(d) of the HITECH Act, Associate may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

e. Identity Theft Regulations.

To the extent that Associate provides services in connection with an account maintained by the Covered Entity that permits patients to make multiple payments for services rendered by the Covered Entity (including, but not limited to, billing and collection services), Associate shall have and follow policies to detect and prevent identity theft in accordance with the identity theft regulations of the Federal Trade Commission, 16 C.F.R. §681.2. In addition, Associate shall: (1) report to Covered Entity any pattern, practice, or specific activity that indicates the possible existence of identity theft ("Red Flags") involving anyone associated with Covered Entity, including its patients, employees, and contractors, and (2) take appropriate steps to prevent or mitigate identity theft when a Red Flag is detected.

10. Security Provisions. Notwithstanding any other provision of this Agreement or the underlying agreement to the contrary,

a. Security Safeguards. Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of County, as required by the Security Standards.

b. Agents. Associate shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information that Associate creates, receives, maintains, or transmits on behalf of County agrees in writing to implement reasonable and appropriate safeguards to protect such information.

c. Security Incidents. Associate shall report to County any security incident of which it becomes aware. For purposes of this Agreement, the term "security incident" means the attempted or successful access, use, disclosure, modification or destruction of Electronic Protected Health Information to which this Agreement applies or interference with system operations in any information system of County, Associate or any subcontractor or agent of Associate. Inconsequential incidents that occur on a daily basis, such as scans, pings or unsuccessful attempts to penetrate Associate's networks or servers containing electronic PHI shall not be considered a "security incident" subject to reporting, unless so required by the Security Standards.

11. Disclosure of Books and Records. If applicable, Associate agrees to make its internal practices, books and records relating to the use and disclosure of protected health information received from, or created or received by Associate on behalf of, County available to the Secretary of HHS for purposes of determining County's compliance with the Privacy Standards and the Security Standards.

12. Termination of this Agreement. In the event that County reasonably determines that Associate has violated a material term of this Agreement, County may, upon written notice, terminate this Agreement and any underlying agreement(s) between the parties.

Notwithstanding any termination of this Agreement as permitted hereunder, the obligation of Associate to comply with Privacy Standards with respect to any current or former Participant shall survive such termination.

13. Responsibilities upon Termination. Upon the termination of this Agreement and/or the underlying agreement(s) between the parties, Associate shall, if feasible, return or destroy all protected health information received from, or created or received by Associate on behalf of, County that Associate or any contractor, agent or associate of Associate still maintains in any form and retain (and permit any such contractor, agent or associate to retain) no copies of such information or, if such return or destruction is not feasible, extend (and cause any such contractor, agent or associate to extend) the protections of this Agreement to such protected health information and limit further uses and disclosures thereof to those purposes that make the return or destruction of the information infeasible.

14. Extended Responsibilities of Associate. In addition to meeting its obligations under this Agreement, Associate shall ensure that its directors, shareholders, members, employees, contractors, subsidiaries, affiliates, successors and assigns comply fully with the terms and requirements of this Agreement as if such parties were themselves directly a party to this Agreement.

15. Modification of Agreement. This Agreement shall remain in full force and effect throughout the term hereof, and may not be modified except in a writing executed by both parties hereto. Notwithstanding the foregoing, however, in the event of any amendment or modification of the Privacy Standards, this Agreement shall be deemed modified to the extent required to ensure continued compliance with such amended or modified Privacy Standards.

[Remainder of Page is Blank]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above by executing the Agreement in the space provided below.

COUNTY:

Williamson County, Texas

By: _____
Dan A. Gattis, County Judge

Date: _____

ASSOCIATE

_____ Data Armor, LLC

By: _____ Bland Lyons

Its: _____

Date: _____ 4/9/18



Data Armor

814 Tradesmens Park Loop
Hutto, TX 78634

ESTIMATE	#59
TOTAL	\$60.00

Williamson County EMS
303 Martin Luther King Street
Georgetown, TX 78626

CONTACT US

(512) 464-1113
bl@dataarmortx.com

(512) 943-1265
theresiacarter@wilco.org

ESTIMATE

Services	qty	unit price	amount
66 Gal Cart - SS On-site Shred, 200 lbs.	1.0	\$40.00	\$40.00
66 Gal Cart - SS On-site Shred, 200 lbs.	1.0	\$20.00	\$20.00
Subtotal			\$60.00
Total			\$60.00

Thank you for your business!

Commissioners Court - Regular Session

47.

Meeting Date: 05/08/2018

Medic CE Continuing Education Addendum

Submitted For: Randy Barker

Submitted By: Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an addendum to the original agreement between Career Step LLC (Medic CE) and Williamson County for a continuing education web based program, in the amount of \$2,664.00, for one year, and authorizing execution of the agreement.

Background

Medic CE provides continuing medical education for Williamson County paramedics. It also provides a way for EMS to provide custom medical education in an online format that allows for tracking of completion of training. The use of the online format allows for a more efficient manner of delivering didactic information. Medic CE recently changed ownership and requested a service agreement. The department point of contact is Mike Knipstein. This expenditure will be charged to 01.0100.0540.004232. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Addendum

Agreement

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Melissa Gurka
Final Approval Date: 05/03/2018

Reviewed By

Randy Barker
Wendy Coco

Date

05/03/2018 09:55 AM
05/03/2018 10:31 AM
Started On: 05/02/2018 04:26 PM

**ADDENDUM TO CONTINUING EDUCATION PROGRAM AGREEMENT
BETWEEN
WILLIAMSON COUNTY, TX
AND
CAREER STEP, LLC**

This Addendum to Continuing Education Program Agreement (“Addendum”) is entered into by and between the Career Step, LLC (“Seller”) and Williamson County (“County”), collectively the “parties”, for a purchase of licenses.

The Contract documents shall include the following:

1. The Continuing Education Program Agreement; and
2. This Addendum.

Notwithstanding any language to the contrary in the attached Continuing Education Program Agreement (the “Agreement”), the Parties hereby stipulate by evidence of execution of this Addendum below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Addendum below shall be applicable to the Agreement as follows:

Term. The Agreement shall commence upon the signing of the Agreement and shall expire two (2) years after signing the Agreement, unless terminated earlier in accordance with the provisions of the Agreement or otherwise extended by the parties. The Agreement may be renewed for three (3) renewals at Counties option, each a “Renewal Term.” County shall provide Seller with written notice of its intent to renew at least thirty (30) days prior to the end of each term.

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.

Right to Audit: CAREER STEP 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 CAREER STEP which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CAREER STEP agrees that licensee shall have access during normal working hours to all necessary CAREER STEP 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 CAREER STEP reasonable advance notice of intended audits.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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.

Annual pro-rated seat usage: CAREER STEP will invoice Williamson County for any seat overages at the end each annual year. The pro-rated amount will be based off the number of seats pro-rated over a 12-month period. CAREER STEP will provide the County with a list of prorated seats over contractual allotment with an invoice due upon receipt.

(signature page follows)

Executed this the ____ day of _____, 2018.

County:

Williamson County, Texas

By: _____

Name: Dan Gattis

Title: County Judge

Date: _____

SELLER:

Career Step, LLC



By: _____

Name: Judson Smith, MHA, Paramedic

Title: Vice President of Continuing Education

Date: April 26, 2018



CONTINUING EDUCATION CLIENT AGREEMENT

The Client Agreement (the “Agreement”) effected as of the date noted on proposal (the “Effective Date”), is by and between Career Step, LLC (“Career Step”) and the client (“Client”), and governs the purchase and ongoing use of the services described in this Agreement (the “Services”).

1. Career Step will make available via internet access to the Client and its authorized learners the educational programs described on Proposal. Proposal may be modified from time to time by mutual written agreement of Career Step and Client to change or add to the specific programs offered hereunder and to change the Fees.

2. **Fees.** Client will pay to Career Step the Fees as set forth in and in accordance with executed proposal. Career Step will invoice Client annually for all amounts due as of the date of such invoice. Fees shall be increased by 1.5% per year for renewal terms. All Fees and other payments of any kind shall be paid by Client to Career Step promptly upon Client’s receipt of each invoice provided by Career Step to Client. All payments received by Career Step more than 45 days after the date of the invoice relating to such payment shall bear interest at the lesser of 1.5% per month and the highest rate permitted by law until paid in full. If any amounts remain unpaid more than 30 days after the date of the invoice, then in addition to any other rights or remedies available to Career Step under law or this Agreement, Career Step shall have the right to suspend Client and its learners from access to the Programs.

3. **Ownership.** Career Step retains the ownership of all right, title and interest in and to all programs, the related documentation and all intellectual property rights therein and Career Step shall own all rights, title and interest in all derivative works, subject in each case to any rights of Career Step’s third party licensors. Neither Client nor any Client learner shall acquire any rights therein and Client will take no action that could be expected to adversely affect or impair Career Step’s ownership of such materials and rights. Client shall notify Career Step promptly of any infringement or suspected infringement of any such intellectual property rights.

4. **Term and Termination.** Unless earlier terminated in accordance with its terms, this Agreement will be effective for an initial term identified in the executed proposal, commencing on the latest date set forth under the signatures on proposal, and will automatically renew for successive twelve (12) month terms after the initial term unless one party gives the other party written notice of its desire not to renew this Agreement at least ninety

(90) days’ prior to the expiration of the then-current term. Notwithstanding the foregoing, either party may terminate this Agreement (a) in the event of a default by the other party of any material obligation in this Agreement, effective thirty (30) days after written notice of such default is received by the defaulting party if the default has not been remedied to the non-defaulting party’s reasonable satisfaction during such thirty (30)-day period or (b) immediately upon written notice if the other party ceases to carry on its business or becomes the subject of any proceeding under state, provincial, or federal law for the relief of debtors or otherwise becomes insolvent, bankrupt, or makes an assignment for the benefit of creditors, or upon the appointment of a receiver for the other party or the reorganization of the other party for the benefit of creditors. Upon termination or expiration of this Agreement, Client shall not be released from its obligation to pay any amounts due hereunder. Sections 3, 4, 5, 6 and 7 shall survive the expiration or termination of this Agreement for any reason.

5. **Limitation of Liability.** In no event will Career Step be liable for any incidental, indirect, consequential, punitive or special damage arising out of or related to this agreement (including loss of profits, use data, or any other economic advantage), however it arises, whether by breach of this agreement or in tort, or otherwise, even if Career Step has been previously advised of the possibility of such damage. Career Step’s total liability hereunder shall not exceed the fees received by Career Step hereunder during the 12 month period immediately preceding the claim giving rise to such liability, and regardless of any failure of essential purpose of any remedy and shall survive termination of this agreement.

6. **Limited Warranties.**

(a) **Limited Warranties of Career Step.** Career Step represents and warrants to Client that each of the educational programs will substantially conform to the description of such program provided in Appendix A, which may be updated from time to time by Career Step. Client must report any material defect in any program to Career Step in writing and with sufficient detail for Career Step to recreate and observe any such defect in order to receive warranty remedies.

(b) Exclusive Remedies. The warranties expressed in Section 6(a) are the exclusive warranties of Career Step and are provided in lieu of all other warranties, whether expressed or implied. If Career Step is unable to offer any program as warranted, Client's exclusive and sole remedy, and Career Step's sole obligation, will be the refund of Fees paid for the deficient program.

(c) Warranty Disclaimer. Except for the express warranties made by Career Step in Section 6(a), client acknowledges and agrees that Career Step has not made and does not make any further warranties, whether express, implied, or statutory relating to the programs or any materials provided to client under this agreement, including without limitation any warranty that the programs will function error-free or that use of the programs will be uninterrupted. These and all other implied warranties, including without implied warranties, including without limitation merchantability and fitness for a particular purpose are hereby disclaimed by Career Step.

7. Miscellaneous.

(a) Independent Contractors. The parties are independent contractors and neither is an agent, joint venturer, employer, representative, master or servant of the other for any purpose whatsoever, and that neither has any authority to bind the other or enter into a contract on behalf of the other.

(b) Notices. All notices and other communications under this Agreement must be in writing and will be deemed given when (i) personally delivered; (ii) upon receipt after being sent by registered U.S. mail, return receipt requested; (iii) upon receipt after being sent by commercial overnight courier service with tracking capabilities; or (iv) sent by facsimile (with confirmation of delivery) to the address or facsimile number of the party set forth on the signature page below, or such other address or facsimile number as such party last provided to the other party by written notice in accordance with this Section 8(b).

(c) Governing Law; Dispute Resolution. This Agreement shall be deemed to be subject to and shall be construed and interpreted in accordance with the laws of the State of Utah without regard to any conflict of laws principles. Prior to commencing any litigation or other

formal dispute resolution, the Parties agree to attempt in good faith to resolve such dispute through negotiations between representatives for thirty (30) days. If any such dispute cannot be resolved between the Parties, Utah state and federal courts located in Utah County, Utah shall have exclusive jurisdiction and venue of such dispute and the Parties hereby consent to the personal jurisdiction of such courts. If either party commences any action or proceeding against the other party by reason of any breach of this Agreement, or to seek a judicial declaration of rights hereunder, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and costs.

(d) Severability. If any provision of this Agreement is held to be unenforceable, then such provision(s) shall be excluded from this Agreement; the balance of this Agreement shall be interpreted as if such provision(s) were so excluded; and the balance of this Agreement shall be enforceable in accordance with its terms.

(e) Assignment; Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that Career Step may transfer its rights and obligations hereunder without the consent of Client to any legal entity that (i) is an affiliate of Career Step or (ii) is a successor in interest to the business of Career Step by merger, consolidation or sale of substantially all of the assets or stock. Any prohibited assignment shall be null and void. This Agreement shall inure to the benefit of and shall be binding on the successors and permitted assigns of the Parties.

(f) Entire Agreement; Modifications; Waiver. This Agreement constitutes the entire agreement of the parties and supersedes all proposals, oral or written, all negotiations, conversations, discussions, or agreements between the parties relating to the subject matter of this Agreement and all past dealing or industry custom. This Agreement may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each party. No term of this Agreement or breach thereof shall be deemed waived unless the waiver is in writing and signed by the party against whom enforcement is sought, and any such waiver shall not be a waiver of any preceding or succeeding breach of the same or any other term.

Commissioners Court - Regular Session

48.

Meeting Date: 05/08/2018

Master Lease Agreement between GTS Technology Solutions, INC and Williamson County

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 the Master Lease Agreement between GTS Technology Solutions, INC and Williamson County in the amount of \$2,156,875.49 pursuant to TX Department of Information Resources Contract # DIR-TSO-3655 and authorizing the execution of the agreement.

Background

The Mobile Video project was funded by the Commissioner’s Court from cash-ending project funds (P473). The initial funding (\$1.2 million) was to cover the first year of 3 years and was intended to fund the infrastructure needed as well as body-worn cameras. In-car cameras would originally be done as cars were retired, or removed and replaced starting in year 2. However, the vendor presented the County with a lease option that would be a 3-year lease with a \$1 buyout at the end, so the County would own the equipment. The advantages to the County are that the vendor would come and remove all of the in-car video equipment and replace it, saving hundreds of hours of staff time. It would also eliminate the County maintaining 2 systems for the next 3 years. This is a huge savings to the County and will make the transition easier for the departments and end-users. Department Contact is Richard Semple.

Fiscal Impact

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

Attachments

[GTS Master Lease Agreement](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 05/03/2018

Reviewed By

Kerstin Hancock
Wendy Coco

Date

05/03/2018 11:52 AM
05/03/2018 12:53 PM
Started On: 05/02/2018 04:32 PM

May 1, 2018

Williamson County
301 SE Inner Loop
Suite 105
Georgetown, TX 78626

Re: Schedule No. TXM131-1 dated as of May 1, 2018, incorporating the terms of Appendix E, Master Lease Agreement to TX DIR Contract Number DIR-TSO-3655 between GTS Technology Solutions, Inc. and Williamson County, Texas.


Enclosed please find the following documentation for the above-referenced transaction:

1. Schedule No. TXM131-1 (Original and Copy) -To be executed by a representative who is named as an authorized representative on the Certificate of Incumbency.
2. Exhibit A – Rent Prepayment Schedule (Original and Copy) – To be executed by a representative who is name as an authorized representative on the Certificate of Incumbency.
3. Certificate of Incumbency (Original) - This form should include all Officers of your company who will sign Agreement documents, including Schedules and Acceptance Certificates. Those individuals who are being encumbered should be Officers of the Corporation. The name, title and signature of these individuals should appear on the bottom portion of the document. A Corporate Secretary or Assistant Secretary (if not, then another Officer of the Corporation or legal counsel) will authorize these signatures by stating their name and title at the top of the document, and dating and signing the "In Witness Whereof" section of the document and embossing the Corporate Seal where noted (see Sample Incumbency Certificate enclosed). **Please note that an individual cannot authorize himself on the Certificate of Incumbency.**
4. Certificate of Acceptance for Schedule No. TXM131-1 (Original) - To be dated and executed when all equipment is delivered and found to be in good working order, by a representative who is named as an authorized representative on the Certificate of Incumbency, and immediately returned to GTS Technology Solutions, Inc.
5. Essential Use Form - (Original and Copy) -To be executed by a representative who is named as an authorized representative on the Certificate of Incumbency.
6. Request for Insurance – please provide liability and property certificates in accordance with this form.
7. Invoicing Information Form for Schedule No. TXM131-1 - To be completed and signed. Please include your Federal Tax ID Number. If ACH Payment is preferred then an Electronic Debit Agreement Authorization form is required to be completed and submitted with a voided check.
8. Sample Opinion Letter - To be completed and executed on counsel's letterhead.
9. Form 8038-G – to be completed and filed with the IRS. Please return proof of filing.
10. Board Resolution approving Schedule No. TXM131-1 (Copy)

Please review all documents and upon finding them to be acceptable, please have them executed and returned (Originals & Copies) to my attention. Upon final review and approval, we will return a full set of executed documents back to you. If you have any questions or comments regarding any of the documents, please contact me at 512-452-0651.

Thank you for your assistance with this transaction.

Sincerely,



Ryan Grant
President

Enclosures

SCHEDULE NO. TXM131-1 dated as of May 1, 2018 ("Schedule")

THIS SCHEDULE is entered into by and between the undersigned Lessee and Lessor incorporating the terms of Appendix E, Master Lease Agreement to TX DIR Contract Number DIR-TSO-3655 ("MLA") (collectively, the "Lease") between GTS Technology Solutions, Inc. ("Lessor"), and state entities purchasing through a DIR contract as contemplated by the MLA. All terms and conditions of such MLA and TX DIR Contract Number DIR-TSO-3655 are incorporated herein and made a part of hereof, and unless otherwise specified herein, the terms used in this Schedule shall have the same meanings as used in the MLA. Conflicts between the provisions of the MLA and this Schedule are governed by the provisions hereof. Any conflict among the MLA, TX DIR Contract Number DIR-TSO-3655 (and all appendices thereto) and the Supplemental Agreement thereto shall be governed by the MLA.

By its signature hereon, Lessee represents it has read, understands and agrees to the Terms and Conditions of the MLA identified above and the provisions of this Schedule.

IN WITNESS WHEREOF, Lessee and Lessor reaffirm all of the terms and conditions of the MLA, except as modified hereby, and cause this Schedule to be executed by their duly authorized representatives. By execution of this Schedule, the parties acknowledge that GTS Technology Solutions, Inc. is the Lessor under the terms of this Schedule, the TX DIR Contract Number DIR-TSO-3655, and wherever Lessor is referenced in the MLA, and that all references herein to Lessor shall mean and refer to GTS Technology Solutions, Inc. In addition, both parties agree that GTS Technology Solutions, Inc. is an authorized equipment reseller under TX Dir Contract Number DIR-TSO-3655.

LESSOR: GTS Technology Solutions, Inc.

LESSEE: Williamson County, Texas

BY: 

BY: _____

NAME: Ryan Grant

NAME: _____

TITLE: President

TITLE: _____

DATE: 5/1/2018

DATE: _____

1. INITIAL SCHEDULE TERM.

The 1st day of June, 2018, plus thirty-six (36) months thereafter.

2. RENT PAYMENTS.

See attached Exhibit A – Rent Payment Schedule

3. EQUIPMENT LOCATION.

301 SE Inner Loop, Georgetown, TX 78626

4. EQUIPMENT DESCRIPTION.

See Attachment A annexed hereto and made a part hereof.

Total Equipment Cost Value*: \$2,156,875.49.

*Provided solely for the purposes of calculating proportional Stip Loss Values pursuant to Section 18 of the Master Lease Agreement and in conjunction with Section 5 of this Schedule.

5. STIP LOSS VALUES.

The Stip Loss Value for the Equipment shall be the percentage set forth below of the Equipment Cost Value set forth in Section 4 of this Schedule. If no Equipment Cost Value is given for a piece of Equipment, the Stip Loss Value and the proportional Rent calculations for the purposes of Section 18 of the Master Lease Agreement shall be based on the ratio of Lessor's original purchase price for that Equipment to Lessor's original purchase price for all Equipment(s) on the Schedule. The below percentages apply from the Rent payment period listed beside the percentage to the next listed Rent payment period.

<u>Rent Pmt#</u>	<u>S.L.V. %</u>
1	105.00
2	75.64
3 and thereafter	40.00

6. FISCAL PERIOD. July 1, 2017 to June 30, 2018

7. TAX COVENANTS.

Lessee will take no action that would cause the interest portion of the Rent payments to become includible in the gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 and Treasury Regulations promulgated thereafter (collectively referred to here as "Code"), all as amended from time to time. (a) It is expected that Rent payments under this Lease will be paid from periodic appropriations You deposited into Your general fund, that such appropriations will equal the Rent payments due during each of Lessee's Fiscal periods, and that all amounts paid for Rent payments will be from an appropriation made by Lessee during the Fiscal Period in which such Rent payment is made. No other fund or account, authorized or established pursuant to this Contract, or otherwise, will be used directly or indirectly to pay Rent payments under this Lease nor is any other fund pledged as security for the payment of Rent payments under this Lease. (b) Lessee agrees to comply with all applicable "arbitrage regulations". Lessee is a State or political subdivision thereof within the meaning of IRC Sec. 103. The Equipment will be used exclusively for a public, governmental purpose and not a private purpose for the entire term hereof. The Equipment will be used for an essential governmental purpose for the entire term hereof. In compliance with federal statutes relating to tax exempt obligations, Lessee agrees to cooperate with Lessor in the assimilation and verification of information with regard to any matters whatsoever concerning this Lease, and further agree to execute, deliver and provide Lessee with satisfactory evidence of the filing of such documentation as may be required for the purpose of properly reporting this Lease, including without limitation, IRS Forms 8038-G or 8038-GC. You understand and agree that Rent payments hereunder have been bargained for in consideration of Lessee's fulfillment of the obligations described immediately above, in addition to your other obligations hereunder. Upon any event which causes the interest component of the Rent payments to be included in gross income, You agrees with Lessor that, at Lessee's option, either (i) if the resulting interest charges shall not exceed the maximum rate allowed by law, this Lease will be amended in writing to increase all Rent payments remaining from the time of such failure ("Adjusted Payments") or extend the term ("Adjusted Term"), or both, such that the Adjusted Payments will fully amortize the total cost set forth above over the term (or, if applicable, the Adjusted Term) at an interest rate of 1.54 times the rate at which the original Rent payments were calculated or (ii) an event of Lessee default pursuant to Section 23 shall have occurred. You further agree that the Adjusted Payments, and if applicable, the Adjusted Term, shall apply in lieu of the remaining original Rental payments wherever referenced herein and the Prepayment Amount shall be recalculated based on such Adjusted Payments, and if applicable, the Adjusted Term.

8. END OF TERM AND RETURN PROVISIONS.

In replacement of the provisions provided in Section 13 (Purchase and Renewal Options; Location and Surrender of Equipment) of the lease, provided the Lessee is not in default, once the last payment has been made, as well as any outstanding sales and/or property tax, the Lessee will own the Equipment for \$1.00. In an Event of Default or non appropriation, Lessee will comply to the following return conditions:

- a. Equipment returned shall be the Whole Unit. Whole Units shall be defined as Cameras and all associated peripherals (the term "Peripherals" shall include the cables, mounts, sensors and trigger boxes; i.e., anything other than the Cameras).
- b. All copies of operating software, which were pre-loaded on the Equipment when delivered to Lessee or included in the Schedule, shall be returned to Lessor at the conclusion of the Schedule Term. Lessee shall further take all actions reasonably required to transfer Lessee's rights under all software licenses to Lessor, to the extent permitted by such license,

including, but not limited to, destroying all additional copies of such software and certifying the same to the best of its knowledge to Lessor.

- c. Lessee shall arrange and pay for de-installation and packing in accordance with the manufacturer's specifications and for insured transportation to the destination, such insurance coverage to be not less than the Equipments Stip Loss Value last in effect.
- d. Lessee shall, at its expense, cause each returned Equipment to be repaired as necessary to qualify for maintenance by the manufacturer and to contain all current manufacturer-prescribed engineering changes.
- e. Upon request, Lessee shall provide Lessor, within ten (10) days of Equipment de-installation, written certification by the manufacturer that the Equipment qualifies for maintenance.
- f. Lessor will grant Lessee a fifteen (15) day grace period from the end of the Initial Schedule Term to return the applicable cameras and peripherals.

9. EXECUTION.

This Schedule shall not be binding on Lessor until executed and delivered by Lessee and executed by Lessor.



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 125
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0023571
 Date: 4/11/2018
 Delivery Date:
 Expire Date: 5/10/2018
 Customer ID: TXWLCO13004
 Sales Contact: Jeremy Kling

QUOTE FOR:		SHIP TO:	
Williamson County		Williamson County	

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Herschel Sova

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	ARB-KIT-HD: PANASONIC ARBITRATOR MK3, HD CAMERA, 256 GB SSD, WIRELESS 1 INTEGRATED OPTION	DIR-TSO-4025	251.00	EACH	\$3,933.91	\$987,411.41
2	ARB-WV-VC31-C: PANASONIC BACK SEAT CAMERA, INCLUDES CABLE	DIR-TSO-4025	201.00	EACH	\$388.73	\$78,134.73
3	ARB-M90: PANASONIC : 900 MHz Wireless Microphone Full Kit	DIR-TSO-4025	257.00	EACH	\$513.27	\$131,910.39
4	TGS-3DP: G-FORCE SENSOR FOR ARBITRATOR VEHICLE, INCLUDES CABLES	DIR-TSO-4025	257.00	EACH	\$222.36	\$57,146.52
5	ARB-256SSD: 256GB 2.5" 7MM SSD FOR ARBITRATOR	DIR-TSO-4025	236.00	EACH	\$457.77	\$108,033.72
6	ARB-KIT-HDNOCAM: PANASONIC : Arbitrator MK3, 256 GB SSD, Wireless 1 integrated option	DIR-TSO-4025	9.00	EACH	\$3,599.64	\$32,396.76
7	WV-SFV130: PANASONIC SOLUTIONS COMPANY : 1080P OUTDOOR VANDAL DOME NETWORK CAMERA NOTE:	DIR-TSO-4025	7.00	EACH	\$426.10	\$2,982.70
8	In-Vehicle + Body Worn Camera Integration ARB-BWCBLANT-BLB: PANASONIC : Low profile Blade Type Antenna.High gain combination WiFi and Bluetooth antenna connecting via Reverse Polarity, Right Angled male SMA, Threaded Bolt mount, 15 feet coax cable, color: Black	DIR-TSO-4025	228.00	EACH	\$72.70	\$16,575.60
9	ARB-BWC3PAIRDCCK: PANASONIC : BWC MK3 In-Vehicle Pairing Dock w/Wiring Harness/ Mounting Bracket	DIR-TSO-4025	228.00	EACH	\$203.11	\$46,309.08
10	ARB-BWC3-CTB: Common Trigger Box (CTB) with power cable. (No Antenna)	DIR-TSO-4025	228.00	EACH	\$245.87	\$56,058.36
11	TIS-BWC3-CVM: Custom Visor Mount for Panasonic Body Worn Camera NOTE:	DIR-TSO-3652	4.00	EACH	\$175.00	\$700.00
12	Body Camera ARB-BWC3MAINKIT-T: PANASONIC : Body Worn Camera Main Controller Unit, USB Cable, Charger and Mount Adapter Plate, Tether Included	DIR-TSO-4025	319.00	EACH	\$747.17	\$238,347.23



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 125
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0023571
Date: 4/11/2018
Delivery Date:
Expire Date: 5/10/2018
Customer ID: TXWLCO13004
Sales Contact: Jeremy Kling

QUOTE FOR:	SHIP TO:
Williamson County	Williamson County

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Herschel Sovo
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
13	ARB-BWC3MAGM-KIT: PANASONIC : BWC MK3 Main Magnet Plate W/Metal Attachment Plate and screws	DIR-TSO-4025	319.00	EACH	\$70.31	\$22,428.89
14	ARB-BWC3-8BAY: PANASONIC : MK3 BWC 8 Bay Dock (No Network or USB Cables). Power Supply Included NOTE:	DIR-TSO-4025	16.00	EACH	\$1,589.32	\$25,429.12
	Professional Services					
15	CF-ARBS09TFMCNS: PANASONIC ARBITRATOR SERVICE - FIELD SERVICE TEAM, DAILY CONSULTING RATE	DIR-TSO-4025	8.00	EACH	\$2,245.52	\$17,964.16
16	CF-ARBS09TFMTV: ARBITRATOR SERVICE - FIELD SERVICE TEAM, ON-SITE FIELD CONSULTING TRAVEL NOTE:	DIR-TSO-4025	1.00	EACH	\$2,245.52	\$2,245.52
	Licensing (Annual Renewal)					
17	ARB-SOFICVOPBUN3: PANASONIC : In-Car Video, UEMS1, On Prem Storage Bundle Per Device Year 1,2 & 3(Includes Device License, Helpdesk)	DIR-TSO-4025	292.00	EACH	\$137.20	\$40,062.40
18	ARB-SOFBWC3OPBUN3: PANASONIC : Body Worn, UEMS1, On Prem Storage Bundle Per Device 3 Year (Includes Device License, Helpdesk, Deployment, Hotswap)	DIR-TSO-4025	319.00	EACH	\$220.50	\$70,339.50
19	CF-SVCARB2ICC1: ARBITRATOR 360 CAR INSTALLATION TRAINING - TRAIN THE INSTALLERS ON UP TO 3 VEHICLES INCLUDES TRAVEL	DIR-TSO-4025	1.00	EACH	\$2,724.40	\$2,724.40
20	ARB-SVCBWCKTP3Y: Protection Plus - BWC Kit Years 1 - 3	DIR-TSO-4025	319.00	EACH	\$127.48	\$40,666.12
21	SERVICES: DEPLOYMENT CLIENT SE: Installation/Deinstallation Services	DIR-TSO-3655	262.00	EACH	\$683.24	\$179,008.88

For questions regarding this quote, please contact Jeremy Kling at 512-681-6257. This quote is valid for 30 days unless otherwise noted.	Total Weight (EACH): 0 Total Volume (EACH): 0	Sales Total: \$2,156,875.49 Freight & Misc.: \$0.00	
<i>These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.</i>		Tax Total: \$0.00 Total (USD): \$2,156,875.49	

Exhibit A - RENT PAYMENT SCHEDULE

The Interest Portion of this Payment Schedule is provided for internal comparisons only.

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Interest Portion**</u>	<u>Prepayment Amount*</u>
6/1/18	475,000.00	10,969.92	1,792,429.64
6/1/19	923,190.00	101,374.03	905,088.23
6/1/20	923,190.00	52,160.56	0.00

By: _____

(GTS Technology Solutions, Inc.)

By: _____

(Williamson County, Texas)

* The prepayment amount is due concurrently with and in addition to the Payment then due.

** Lessor reserves the right to reallocate principal and interest in order to reflect the actual rates at which assignments are ultimately made. In no event shall the total interest portion be increased.

INCUMBENCY CERTIFICATE

I, _____, do hereby certify that I am the authorized _____ of Williamson County, Texas ("Lessee"), and further certify that the individuals whose name(s) and signature(s) appear below are authorized to enter into, execute and deliver Schedule No. TXM131-1 dated as of May 1, 2018, incorporating the terms of Appendix E, Master Lease Agreement to TX DIR Contract Number DIR-TSO-3655 between GTS Technology Solutions, Inc. and Lessee, and to enter into, execute and deliver any Schedules, Riders, Amendments and other documents related thereto.

IN WITNESS WHEREOF, I set my hand and the seal of the Lessee this ____ day of _____, 20 ____.

(Seal)

Signature _____

Name _____

NAME

TITLE

SIGNATURE

Not Applicable

Not Applicable

Not Applicable

CERTIFICATE OF ACCEPTANCE

Certificate of Acceptance under Schedule No. TXM131-1 dated as of May 1, 2018 to Appendix E, Master Lease Agreement to TX DIR Contact Number DIR-TSO-3655 (collectively, the "Lease") between GTS Technology Solutions, Inc. ("Lessor") and Williamson County, Texas ("Lessee").

1. Equipment(s). The Lessee hereby certifies that the Equipment set forth and described in the above mentioned Schedule have been delivered to the location(s) set forth in the Schedule, inspected by the Lessee, found to be in good order and accepted, all on the Date of Acceptance set forth below:

Date of Acceptance: June 1, 2018

2. Representations by the Lessee. The Lessee hereby represents and warrants to the Lessor and any Assignees that on the Date of Acceptance set forth above:

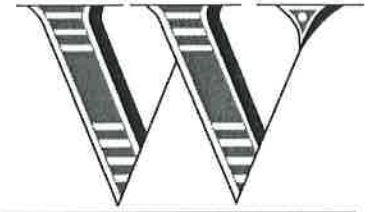
(a) the representations and warranties of the Lessee set forth in the Lease are true and correct in all material respects as though made on and as of such Date of Acceptance; (b) the Lessee has satisfied or complied with all requirements set forth in the Lease to be satisfied or complied with on or prior to such Date of Acceptance; (c) no Default or Event of Default under this Lease has occurred and is continuing on such Date of Acceptance; and (d) the Equipment are insured in accordance with the provisions of the Master Lease Agreement.

LESSEE: Williamson County, Texas

BY _____

NAME _____

TITLE _____



**WILLIAMSON
COUNTY**

1848

May 1, 2018

Williamson County
710 S Main Street
Georgetown, TX 78626

RE: Schedules to Appendix E, Master Lease agreement to Contract No. DIR-TSO-3655 (the Agreement") between GTS Technology Solutions, Inc. ("Lessor") and Williamson County, Texas ("Lessee") as assigned to ePlus Group, Inc. ("Assignee")

The following information sets forth the use of property (herein so called) to be sold to the undersigned under the above referenced agreement.

- 1) The property will be used by Williamson County
- 2) The responsibilities of the Lessee are Use of the New System
- 3) The Property is essential to the Lessee's obligation to perform the following functions: Video recording to support Law Enforcement Activities
- 4) The Lessee Has has not (circle one) always provided the functions set forth above.
- 5) Without the property, the Lessee would / would not (circle one) be able to perform the functions.
- 6) The functions being performed with e property are / are not (circle one) permanent and non- cyclical?
- 7) The Property is / is not (circle one) replacing asset(s) which perform a similar function.

If the property is replacing asset(s) which performed a similar function, what was the prior asset(s) was it owned or leased, how old was it and what happened to it? Owned L3 In Car Video, did not own or lease body- worn cameras Age varied in years and will be replaced the Panasonic System.

- 8) The property is / is not (circle one) supplementing prior asset(s)
If the property is supplementing prior asset(s), what portion is the property of the entire system (e.g., 50% of the total system in size and function)? This will replace the previous system entirely
- 9) Would the Lessee be able to perform its functions without the property? Not to the same level
- 10) What is the useful life of the property? 5-10 years
- 11) What portion of the Lessee's overall function will be performed using the property? _____
- 12) What are the chances of the Lessee replacing the property? _____
- 13) What is the flow of appropriations for the property? _____

Sincerely,

By: _____

Title: _____



WILLIAMSON COUNTY
COURTHOUSE
710 MAIN STREET
GEORGETOWN, TEXAS 78626

Hal Hawes, General Counsel

Office of General
Counsel
Williamson County, Texas

TELEPHONE: (512) 943-3878

Stan O. Springerley, Assistant General Counsel

May 1, 2018

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd, Ste 125
Austin, TX 78758

Ladies and Gentlemen:

We are counsel to Williamson County, Texas (the "Lessee") and in that capacity we have examined DIR Contract No. DIR-TSO-3655 (and all appendices thereto) (collectively, the "Contract") and all subsequent Schedules thereto (collectively the "Lease") between Lessee and GTS Technology Solutions, Inc. ("Lessor").

As a result of our examination of the Lease and such other examinations as we have deemed appropriate, we are of the opinion as follows:

- (a) The Lessee is a public body corporate and politic and is authorized by the Constitution and laws of the State of Texas to carry out its obligations under the Lease;
- (b) The Lease has been duly authorized, executed and delivered by County Judge Dan Gattis, and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms;
- (c) No additional approval (other than that already obtained from the Williamson County Commissioners Court), consent or withholding of objection is required from any governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transactions contemplated thereby;

(d) The entering into and performance of the Lease will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Asset(s) subject to the Lease pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;

(e) Lessee has complied with any applicable public procurement and bidding requirements in connection with the Agreement and the transactions contemplated thereby;

(f) The Asset(s) are personal property and when subject to use by the Lessee will not be or become fixtures under the law of the State of Texas;

(g) There are no actions, suits or proceedings pending or to our knowledge, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which, if adversely determined, will have a material, adverse effect on the ability of the Lessee to perform its obligations under the Lease.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Lease.

Thank you for your prompt attention and assistance in this regard.

Sincerely,



Stan O. Springerley
Texas Bar No. 24013549
sspringerley@wilco.org

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name Williamson County, Texas		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 710 Main Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Georgetown, TX 78626		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Schedule No. TXM131-1 dated 5/1/18 issued under Appendix E, Master Lease Agreement		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		
12 Health and hospital		
13 Transportation		
14 Public safety		
15 Environment (including sewage bonds)		
16 Housing		
17 Utilities		
18 Other. Describe ► Cameras	2,156,875	49
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>	
If obligations are BANs, check only box 19b	<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	5/30/2021	\$ 2,156,875.49	N/A	3 years	5.988 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest		22
23 Issue price of entire issue (enter amount from line 21, column (b))		23 2,156,875.49
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)		29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30 2,156,875.49

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
 - 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
 - b** Enter the final maturity date of the GIC ▶ _____
 - c** Enter the name of the GIC provider ▶ _____
 - 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
 - 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b** Enter the date of the master pool obligation ▶ _____
 - c** Enter the EIN of the issuer of the master pool obligation ▶ _____
 - d** Enter the name of the issuer of the master pool obligation ▶ _____
 - 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
 - 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
 - 41a** If the issuer has identified a hedge, check here and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
 - 42** If the issuer has superintegrated the hedge, check box
 - 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box
 - 44** If the issuer has established written procedures to monitor the requirements of section 148, check box
 - 45a** If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
 - b** Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative _____	Date _____	Type or print name and title _____	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no. _____		

Instructions for Form 8038-G (Rev. September 2012)



Department of the Treasury
Internal Revenue Service

(Use with the September 2011 revision of Form 8038-G.)

Information Return for Tax-Exempt Governmental Obligations

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not

submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC,

Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at TaxExemptBondQuestions@irs.gov and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see next) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus,

when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, **and**
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make

an irrevocable election to pay a penalty. The penalty is equal to 1¹/₂% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to

communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those

of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other

than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not

more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax-exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool obligation, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to

Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

NOTICE OF ASSIGNMENT LETTER

May 1, 2018

Williamson County, Texas
701 Main Street
Georgetown, TX 78626

Re: That certain Schedule No. TXM131-1 to Appendix E, Master Lease Agreement to TX DIR Contact Number DIR-TSO-3655 (collectively, the "Lease") between GTS Technology Solutions, Inc. (the "Lessor") and Williamson County, Texas (the "Customer"), as assigned to ePlus Group, inc. (the "Assignee") under the terms and conditions of Appendix E, Master Lease Agreement to TX DIR Contact Number DIR-TSO-3655 between GTS Technology Solutions, Inc. and the State of Texas, acting by and through the Department of Information Resources and TX DIR Contract Number DIR-TSO-3655.

Please be advised that pursuant to the Agreement, GTS Technology Solutions, Inc. is assigning all of its right, title and interest in, to and under the Agreement, the Equipment and all payments due thereunder (including one (1) Rent payment in the amount of \$475,000.00 and two (2) annual Rent payments in the amount of \$923,190.00 beginning with the 1st payment due June 1, 2018) due thereunder to:

ePlus Group, inc.

Any payment hereunder made to Lessor shall be paid to Lessor in trust for Assignee and, as such, shall not be property of Lessor, and in the event of a bankruptcy of Lessor, shall not be an Equipment or property of Lessor's estate

All Rent and other payments to be paid under this Schedule shall be invoiced by the Assignee and paid by the Customer directly to the Assignee as set forth below or as otherwise directed in writing by the Assignee. The below remit to address cannot be changed and the payments assigned hereunder cannot be re-directed without the express written consent of the Assignee.

All payments are to be sent directly to:

ePlus Group, inc.
c/o PNC Bank
PO Box 392458
Cleveland, OH 44193-2458

All notices in connection with the Agreement are to be sent directly to:


ePlus Group, inc.
Attn: Contracts Department
13595 Dulles Technology Drive
Herndon, VA 20171

Lessor hereby grants to Assignee a limited power of attorney for Assignee to deposit checks made in Lessor's name with respect to any payment due under this Schedule

Furthermore, without the prior written consent of Assignee, which shall not be unreasonably withheld, neither the Lessor nor Lessee shall assign, sublease, transfer, pledge or hypothecate the Notice of Assignment or any interest.

We request that this Notice of Assignment be acknowledged by signing in the space provided below and returning an original document to us.

Sincerely,
GTS Technology Solutions, Inc.

By: 
Name: Ryan Grant
Title: President
Date: 5/1/2018

ACKNOWLEDGED AND AGREED:
Williamson County, Texas

By: _____
Name: _____
Title: _____
Date: _____

ACKNOWLEDGED AND AGREED:
ePlus Group, inc.

By: _____
Name: _____
Title: _____
Date: _____

Commissioners Court - Regular Session

49.

Meeting Date: 05/08/2018

Grand Jury Room Carpet Installation Services Contract

Submitted For: Randy Barker

Submitted By: Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service contract between Aladdin Carpet & Interiors and Williamson County for carpet installation in the Grand Jury Room in the not to exceed amount of \$3,915.00, and authorizing the execution of the agreement.

Background

The services include removal of old carpet, floor prep and installation of new carpet at the Williamson County Justice Center Grand Jury Room. The department point of contact is Gina Wrehsnig. This expenditure will be charged to 01.0100.1009.004509. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Service Contract

Quote

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Melissa Gurka
Final Approval Date: 05/03/2018

Reviewed By

Randy Barker
Wendy Coco

Date

05/03/2018 09:56 AM
05/03/2018 10:31 AM
Started On: 05/02/2018 04:51 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR CARPET INSTALL
(Williamson County Justice Center – Grand Jury Room)**

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Gary & Annette Maruska d/b/a Aladdin Carpet & Interiors**, 306 W. 4th, Taylor, TX 76574 (hereinafter “Service Provider”). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. As described in the attached Statement of Work/Quotation, which is marked Exhibit “A” and incorporated herein as if copied in full.

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

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time for the specific project and

shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is \$3,915.00, 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.

IV.

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

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 <i>(including premises, completed operations and contractual)</i>	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

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.

V.

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

- A. **As described in the attached Statement of Work/Quotation, which is marked Exhibit “A” and incorporated herein as if copied in full.**
- B. **Any required insurance certificates evidencing required coverages.**

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

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this

Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

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

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.

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

IX.

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

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof.

XI.

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

XII.

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

XIII.

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

XIV.

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

information at all times.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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.

XVIII.

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

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

WILLIAMSON COUNTY:

SERVICE PROVIDER:

Authorized Signature

Dary W. Maruska
Authorized Signature

Printed Name

Gary W. Maruska
Printed Name

Date: _____, 2018

Date: 5-2-, 2018

REQ # 115819

Exhibit "A"
Statement of Work/Quotation
(Incorporated herein as if copied in full)



Aladdin
CARPET & INTERIORS

"Where Quality Is Higher Than Price"

GARY & ANNETTE MARUSKA

306 WEST FOURTH
TAYLOR, TEXAS 76574

PHONE: (512) 352-9200
FAX: (512) 352-9797

BID FOR GRAND JURY ROOM - GEORGETOWN, TEXAS

1. Carpet-- 24X24 Carpet Tile- Patcraft DAZZLE- # 00714
BEWITCHING (BID INCLUDES DEMO OLD & INSTALL NEW)

\$ \$ 2925

2. COVE BASE - ROPPE- RUBBER 4 INCH, 1/8 GAUGE,

\$ 990.00

TOTAL BID : \$ 3915.00

SUBMITTED BY:

ALADDIN CARPET & INTERIORS

306 WEST FOURTH

TAYLOR, TEXAS 76574

512-352-9200

GARY & ANNETTE MARUSKA

ESTABLISHED 1986 !!

Commissioners Court - Regular Session

50.

Meeting Date: 05/08/2018

District Clerk Records Technology Fund BA 5-8

Submitted For: Melanie Denny

Submitted By: Melanie Denny, 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 District Clerk Records Technology Fund.

Background

The project costs to preserve the District Clerk historical records from the 1800s is more than expected. There are sufficient funds to allow the increase in the budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0387.0387.004550	Imaging and Microfilming	\$11,780.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 05/01/2018

Reviewed By

Wendy Coco

Date

05/01/2018 04:52 PM

Started On: 05/01/2018 11:00 AM

Commissioners Court - Regular Session

51.

Meeting Date: 05/08/2018

Animal Shelter Donations BA 5-8

Submitted For: Melanie Denny

Submitted By: Melanie Denny, 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 Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections for January 2018 through March 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$12,870.07
	0546.0000.367440	Jane's Fund Donations	\$13,502.32
	0546.0000.367442	Play Yard Donations	\$2,550.00
	0546.0000.367443	Heart Worm Trmt Donations	\$6,916.28
	0546.0000.367445	SIT Team Donations	\$1,320.00
	0546.0000.367150	Sale of Pet Care Products	\$606.51

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 10:31 AM

Started On: 05/02/2018 03:53 PM

Commissioners Court - Regular Session

52.

Meeting Date: 05/08/2018

Animal Shelter Donations BA 5-8

Submitted For: Melanie Denny

Submitted By: Melanie Denny, 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 Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections from January 2018 through March 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$606.51
	0546.0546.003670	Use of Donations	\$12,870.07
	0546.0546.004100	Professional Services	\$13,502.32
	0546.0546.004232	Training	\$1,320.00
	0546.0546.004509	Facility Enhancements	\$2,550.00
	0546.0546.004975	Animal Medical Care	\$6,916.28

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 10:31 AM

Started On: 05/02/2018 03:57 PM

Commissioners Court - Regular Session

53.

Meeting Date: 05/08/2018

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 North Woods Road District.
- c) Project Amazon
- d) Wolf Lakes
- e) Project Capstone
- f) Project Dalton House

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 10:31 AM

Started On: 05/03/2018 09:53 AM

Commissioners Court - Regular Session

54.

Meeting Date: 05/08/2018

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

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: CR 101
- e) Discuss the acquisition of real property: CR 200
- f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
- g) Discuss the acquisition of real property for SH 29 LTP.
- h) Discuss the acquisition of real property for County Facilities.
- i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
- k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.
- l) Discuss the acquisition of real property for Seward Junction SE Loop.
- m) Discuss the acquisition of real property for SH 29 @ DB Wood.
- n) Discuss the acquisition of real property for Hairy Man Rd.
- o) Discuss the acquisition of real property for SW Bypass.
- p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- q) Discuss Cedar Hollow low water crossings and Lost River.
- r) Discuss the Brushy Creek Trail Easement acquisition from the Steve and Brandy Jones (a.k.a. 620 Cafe)
- s) Discuss the acquisition of real property for Corridor H

B. Property or Real Estate owned by Williamson County

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 wastewater easements in Berry Springs Park
 - c) Discuss sale of County property on Ronald Reagan Blvd.
 - d) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
 - e) Potential governmental uses for 8th Street downtown parking lot
 - f) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
 - g) Discuss property usage at Longhorn Junction
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the San Gabriel River trail easements.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/03/2018

Reviewed By

Wendy Coco

Date

05/03/2018 10:31 AM

Started On: 05/03/2018 09:53 AM

Commissioners Court - Regular Session

63.

Meeting Date: 05/08/2018

FY 19 Pre Recommendation Presentations

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

1:00 PM Hear from departments regarding FY 19 budget requests.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 05/01/2018

Reviewed By

Wendy Coco

Date

05/01/2018 08:39 AM

Started On: 04/30/2018 10:19 AM