NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MAY 29TH, 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 – 18)

5. Discuss, consider and take appropriate action on a line item transfer for the 277th District Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0477-044350	Printed Materials & Binding	600.00
To	0100-0477-004999	Miscellaneous	600.00

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

7. Discuss, consider, and take appropriate action regarding acceptance of a used Ipad and a golf cart as a donation to support animal shelter operations.

8. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (5) Laptops, (2) Desktops, (1) 1979 Danuser F800 post hole digger, (2) 2003 Nortan C13 concrete saw, (1) 2007 Polaris Ranger vehicle, (2) 2008 CX15 John Deere shredder, (1) 2002 New Holland RG100 motor grader, (1) 2001 Ford E350 15 passenger van, (1) 2004 Chevy Impala, and (1) 2006 Nissan Frontier pickup, pursuant to Tx. Local Gov't Code 263.152.

9. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (3) Rifle, Bushmaster, XM15-E2S, and (5) Rifle, Arma lite, M15A2, pursuant to Tx. Local Gov't Code 263.152.

10. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through auction for the period of 4/19/2018 through 5/23/2018.

11. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental Transfer for the period of 4/19/2018 through 5/23/2018.

12. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 4/19/2018 through 5/23/18.

13. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, April 2018 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

14. Discuss, consider, and take appropriate action on approval of the final plat for the Star Ranch Section 7 Phase 6 subdivision - Pct 4.

15. Discuss, consider, and take appropriate action on approval of the final plat for the Business Park at Brushy Creek Section 2 subdivision - Pct 4.

16. Discuss, consider, and take appropriate action on approving a license agreement with Rocky Top Ranch & Rocky Top Estates Owners Association, Inc. - Pct 3.

17. Discuss, consider, and take appropriate action on approval of the final plat for the Rancho Sienna Section 14, Phase 2 subdivision - Pct 3.

18. Discuss, consider, and take appropriate action on approval of the final plat for the Singh subdivision - Pct 4.

REGULAR AGENDA

19. Discuss, consider, and take appropriate action on a resolution observing May 31, 2018 as Dam Safety Awareness Day.

20. Discuss, consider and take appropriate action on update from the Williamson County Historical Commission and defining the process for accepting applications and appointing members to fill five vacancies on the Williamson County Historical Commission.

21. Discuss, consider, and take appropriate action on the issuance of a county-wide burn ban for a period not to exceed 90 days and to authorize the County Judge the authority to left the ban if conditions improve.

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

23. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $350,000 from 2013 Road Non-Departmental (P290) to CR 305 at IH35 Phase I (P306) and to move $720,000 from SW Bypass Seg 2 (P243) to Greenfield & Oak Bluff Drainage (P506).

24. Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1708-183, in the amount of $45,558.59 for Cross Culvert Replacement.

25. Discuss, consider and take appropriate action on a proposed variance to the County's Flood Damage Prevention Ordinance.

26. Discuss, consider and take appropriate action on a Dedication Deed and Temporary Construction Easement from TR Lakeline Market Retail Corp. for right of way needed on the Lakeline Blvd. project. Funding Source Road Bonds P331

27. Discuss, consider and take appropriate action on a Real Estate Contract with Kenneth and Theresa Kirk for right of way needed on the CR 176 @ RM 2243 Project. (Parcel 7). Funding Source- Road Bonds P241

28. Discuss, consider, and take appropriate action on Supplemental Agreement with RVE for Brushy Creek Regional Trail Phase V.

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

30. Discuss, consider, and take appropriate action on approving the purchase of Kronos software to support the operations of Williamson County from Kronos Inc. in the amount of $2,379.00 pursuant to US Communities cooperative agreement #14-JLR-003, and authorizing execution of the agreement.

31. Discuss, consider, and take appropriate action on approving a Supplemental Agreement to the Agreement for A/E Services between Williamson County and BLGY, Inc. to provide additional services for the Juvenile Justice Center Expansion Project and authorizing execution of the agreement.

32. Discuss, consider, and take appropriate action on awarding RFQ # 1801-208 Transportation Corridor D Planning to the most qualified respondent, Halff Associates, Inc., and authorizing execution of the agreement.

33. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Asphalt Cement under Invitation For Bid #1805-233.

34. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Herbicides under Invitation For Bid #1805-228.

35. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for sale of approximately 1.761 acres of surplus right of way abutting US 183A under IFB # 1805-234.

36. Discuss, consider, and take appropriate action on approving the agreement between Fuquay, Inc. and Williamson County for box culvert project materials, fabrication and delivery in the amount of $39,600.00 pursuant to BuyBoard contract #555-18, and authorizing execution of the agreement.

EXECUTIVE SESSION

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

37. 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

38. 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.

39. 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 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

40. 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).

41. 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)

42. Discuss and take appropriate action concerning economic development.

43. Discuss and take appropriate action concerning real estate.

44. 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.
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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
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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.
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x) Laws relating to vacancy and appointment of Judge for County Court at Law No. 1

45. 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.

46. Comments from Commissioners.

_____
Dan A. Gattis, County Judge

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

Commissioners Court - Regular Session **5.**

Meeting Date: 05/29/2018

Line Item Transfer

Submitted By: Sarah Crain, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the 277th District Court.

Background

Moving funds to cover the purchase of two robes for a new magistrate, Judge Mathews.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0477-044350	Printed Materials & Binding	600.00
To	0100-0477-004999	Miscellaneous	600.00

Attachments

Price Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/23/2018 11:23 AM
Form Started By: Sarah Crain		Started On: 05/23/2018 09:27 AM
Final Approval Date: 05/23/2018		

OAK HALL CAP & GOWN
www.OakHalli.com

RECEIPT

Date: 09-01-2017 17:12
Order id: #600606
Order status: Processed
Payment method: Visa, MasterCard, Discover & American Express
Delivery method: Bentley Ground

Oak Hall Cap & Gown
P.O. Box 1078, Salem
24153, Virginia
United States
CALL US: 1-800-456-7623
Fax: 1-540-387-2034
Email:
customerservice@oakhalli.com

Email: smathews@wilco.org

Billing address

First name:	Stacey
Last name:	Mathews
Address:	405 Martin Luther King Box 6
City:	Georgetown
State:	Texas
Country:	United States
Zip/Postal code:	78626
Phone:	512/943-1277
Fax:	512-943-1276

Shipping address

First name:	Stacey
Last name:	Mathews
Address:	405 Martin Luther King Box 6
City:	Georgetown
State:	Texas
Country:	United States
Zip/Postal code:	78626
Phone:	512/943-1277
Fax:	512-943-1276

Additional information

Date Needed 09/12/2017

Products ordered

SKU	Product	Item price	Quantity	Total
N2002711501	Judicial Robes **Options:** Desired Fabric: Peach Skin (polyester material) Color: Black Robe Closure: Zipper Closure Sleeve Style Desired: Open Sleeves Chest Pocket: No Chest Pocket Hip Pocket: A full Right pocket/slit Tailored for a: Female Height with shoes: 5ft 7in Approximate Weight: 130-139 lbs Chest Measurement: 36-37 in Shirt Sleeve Length: 31 in Neck Size: 14 in Initials (Left): -N/A- Initials (Center): -N/A- Initials (Right): -N/A-	$480.00	1	$480.00

Subtotal:	$480.00
Shipping cost:	$15.95
:	$0.00
Total:	**$495.95**

Thank you for your purchase!

Commissioners Court - Regular Session **6.**

Meeting Date: 05/29/2018

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

Attachments

Merit LIT 05.29.18

Merit Details 05.29.18

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tammy Fennell	05/24/2018 11:35 AM
County Judge Exec Asst.	Wendy Coco	05/24/2018 12:08 PM
Form Started By: Kristy Grant		Started On: 05/24/2018 08:30 AM
Final Approval Date: 05/24/2018		

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0494	001100	1229.90	
01	0100	0494	001130		1229.90

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
Purchasing	Purchasing Specialist II.1696.001100	14521	$40,996.80	$1,229.90	3	$42,226.70	MERIT	5/18/2018

Commissioners Court - Regular Session **7.**

Meeting Date: 05/29/2018

Accept Ipad and golf cart as a donation

Submitted For: Cheryl Schneider **Submitted By:** Cheryl Schneider, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding acceptance of a used Ipad and a golf cart as a donation to support animal shelter operations.

Background

The Ipad is a used generation 2, 16GB that sells for $230 new or $150 used.
The golf cart is a battery-operated 1999 EZ-Go Freedom SE serial # 1162328, Manufacture Code # C599. This would sell for $1250-$1500.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/23/2018 11:23 AM
Form Started By: Cheryl Schneider		Started On: 05/22/2018 11:13 AM
Final Approval Date: 05/23/2018		

Commissioners Court - Regular Session **8.**

Meeting Date: 05/29/2018

Asset Auction 5/29/2018

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 (5) Laptops, (2) Desktops, (1) 1979 Danuser F800 post hole digger, (2) 2003 Nortan C13 concrete saw, (1) 2007 Polaris Ranger vehicle, (2) 2008 CX15 John Deere shredder, (1) 2002 New Holland RG100 motor grader, (1) 2001 Ford E350 15 passenger van, (1) 2004 Chevy Impala, and (1) 2006 Nissan Frontier pickup, pursuant to Tx. Local Gov't Code 263.152.

Background

See attached list.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Auction 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/24/2018 09:16 AM
County Judge Exec Asst.	Wendy Coco	05/24/2018 09:48 AM
Form Started By: Jayme Jasso		Started On: 05/23/2018 02:28 PM
Final Approval Date: 05/24/2018		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL CPU Optiplex 7010	SN 00186-214-658-311	4101	Working
1				Working
1				Working
				Working
1				Working

Parties involved:

FROM (Transferor Department): Purchasing Department

Transferor - Elected Official/Department Head/ Authorized Staff:

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

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

RANDY BARKER

Print Name

Signature 5/17/18 Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
[redacted]	[redacted]			Working
[redacted]	[redacted]			Non-Working
1	Dell Latitude E5400 53156	7LJC5L1	C02592	Working
[redacted]	[redacted]			Working
[redacted]	[redacted]	s/n: 00372-004138		Non-Working

Parties involved:

FROM (Transferor Department): County Attorney

Transferor - Elected Official/Department Head/ Authorized Staff:

Stephanie Lloyd
Print Name

Stephanie Lloyd
Signature

May 15, 2018
Date

Contact Person:

Stephanie Lloyd
Print Name

943-1116
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

RECEIVED
MAY 21 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

Asset List

Quantity	Description	Manufacturer ID#	County Tag	Condition	A+
1	Vehicle Computer Tray & Mount			Working	
1	Panasonic CF19 Laptop	4GKYA86841	1760	Working	94199
2	Computer Vehicle Docking station			Working	
2	Computer Desktop Docking station			Working	
1	Laptop with carrying case			Working	
1	Desktop Computer	21HQBZ1		Working	77249
5	Computer monitors			Working	
11	Computer keyboards			Working	
6	Computer mouse			Working	
1	Computer battery			Non-Working	
1	Vehicle Computer Charger			Non-Working	
2	Vehicle power computer adaptors			Non-Working	

RECEIVED

MAY 21 2018

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Title:	5/22/2018 1:02 PM
The following asset(s) is (are) considered for: (select one)	SALE at the earliest auction*
Item(s) Category:	IT Asset
1. Quantity:	1
1. Description:	Dell Optiplex 7010
1. Oracle Asset #:	77325
1. Condition of Assets:	Working
2. Quantity:	3
2. Description:	Dell Latitude E6530
2. Manufacturer ID #:	481BFZ1, CZR1KX1, 4829FZ1
2. Oracle Asset #:	77313, 65868, 77312
2. Condition of Assets:	Working
3. Quantity:	5
3. Description:	Dell Monitors
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	
3. Condition of Assets:	Working
4. Quantity:	1
4. Description:	Monitor Stand with no Monitor
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	
4. Condition of Assets:	Unknown
Transferor Department:	County Auditor
Transferor Contact Phone Number:	512-943-5298
Transferor - Elected Official/Department Head/Authorized Staff:	Julie Kiley
Transferor - Elected Official/Department Head/Authorized Staff Signature (sp)	
Transferee Department/Auction/Trade-in/Destruction:	
Transferee - Elected Official/Department Head/Authorized Staff:	
Transferee Contact Phone Number:	
Transferor - Elected Official/Department Head/Authorized Staff Signature:	✔ Julie Kiley 5/22/2018 1:09 PM
Transferee - Elected Official/Department Head/Authorized Staff Signature (sp):	
Transferee - Elected Official/Department Head/Authorized Staff Signature:	✘
Transferor Comments:	
Transferee Comments:	
Approved Agenda Item #:	

Commissioner's Court Date:	5/29/2018
Asset(s) delivered to warehouse on:	
Delivered to warehouse by:	
Approval Status	Approved
Workflow Comments	Asset Status Change Review (Non-Transfer) started by Tomika Lynce on 5/22/2018 1:09 PM Comment: Please review the form 57 for approval. Approved by Kelsey Rollins on 5/22/2018 1:53 PM Comment: Approved by Jayme Jasso on 5/23/2018 8:44 AM Comment:
Transferee Contact Person:	
Transferor Contact Person:	Tomika Lynce
Asset Status Change Review	Approved
Purchasing Final Determination	No Change
HideFromDelve	Yes
5. Description	
5. Manufacturer ID #	
5. Condition of Assets	
5. Quantity	
5. Oracle Asset #	
1. Manufacturer ID #:	6Y5XDZ1
ID	57
Version	5.0
Attachments	False
Created	5/22/2018 1:02 PM
Created By	Tomika Lynce
Modified	5/23/2018 8:44 AM
Modified By	Tomika Lynce

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	061259
Equipment/Door Number	UN7954
License Plate	N/A
Year	1979
Make	DANUSER
Model	F800 POST HOLE DIGGER
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 4/2/2018 5:49 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 4/3/2018 10:15 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 4/4/2018 2:10 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 5/18/2018 4:10 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 5/21/2018 10:32 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	F051337
Equipment/Door Number	0061
License Plate	N/A
Year	2003
Make	NORTON
Model	C13 WALK BEHIND CONCRETE SAW
Comments	SAW HAS SURPASSED ITS LIFE CYCLE.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 2/27/2018 3:12 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 3/6/2018 3:23 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 3/14/2018 9:07 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 5/18/2018 4:07 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 5/21/2018 10:29 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	4XARH50A07D046606
Equipment/Door Number	UE0701
License Plate	N/A
Year	2007
Make	POLARIS
Model	RANGER 4X4 UTILITY TERRAIN VEHICLE
Comments	VEHICLE HAS SURPASSED ITS LIFE CYCLE BY TIME
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 2/27/2018 3:16 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 3/6/2018 3:26 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 3/14/2018 9:00 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 5/18/2018 4:05 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 5/21/2018 10:27 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	W0CX15E006264
Equipment/Door Number	2915
License Plate	N/A
Year	2008
Make	JOHN DEERE
Model	CX15 SHREDDER
Comments	10 YEARS OLD
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 3/12/2018 5:36 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 3/13/2018 9:34 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 3/13/2018 9:57 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 5/18/2018 4:03 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 5/21/2018 10:26 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	W0CX15E006268
Equipment/Door Number	2916
License Plate	N/A
Year	2008
Make	JOHN DEERE
Model	CX15 SHREDDER
Comments	10 YEARS OLD
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 3/12/2018 5:37 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 3/13/2018 9:52 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 3/13/2018 9:55 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 5/18/2018 4:00 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 5/21/2018 10:23 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	79A08023
Equipment/Door Number	UG0203
License Plate	N/A
Year	2002
Make	NEW HOLLAND
Model	RG100 Motor Grader
Comments	3018 Hours. Has reached life expectancy. Differential repair parts obsolete.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 2/27/2018 3:20 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 3/6/2018 1:50 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 2/12/2018 10:33 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 5/18/2018 3:56 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 5/21/2018 10:20 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	G05809
Equipment/Door Number	0062
License Plate	N/A
Year	2003
Make	NORTON
Model	C13 WALK BEHIND CONCRETE SAW
Comments	SAW HAS SURPASSED ITS LIFE CYCLE.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 2/27/2018 3:14 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/6/2018 3:25 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 3/7/2018 10:36 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 5/18/2018 3:49 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 5/21/2018 10:16 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	1FBNE31FX1HA87330
Equipment/Door Number	UC0140
License Plate	1104130
Year	2001
Make	FORD
Model	E350 15 PASSENGER VAN
Comments	Surpassed life cycle by age.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 3/12/2018 1:53 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 3/13/2018 10:02 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 3/14/2018 8:40 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 5/18/2018 3:22 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 5/21/2018 10:14 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	560 - Sheriffs Office
County VIN/Serial Number	2G1WF52K049311128
Equipment/Door Number	SA0404
License Plate	DR8Y547
Year	2004
Make	CHEVROLET
Model	IMPALA
Comments	77,615 miles, needs paint job
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Tony Carter 5/7/2018 10:37 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Surpassed lifecycle by age
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 4/10/2018 3:33 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 5/8/2018 1:33 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 5/18/2018 2:53 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 5/21/2018 10:13 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	661 - OSSF
County VIN/Serial Number	1N6BD06T66C408764
Equipment/Door Number	6B0611
License Plate	1342949
Year	2006
Make	NISSAN
Model	FRONTIER PICKUP
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Terron Evertson 4/24/2018 4:16 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 4/26/2018 1:23 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 5/4/2018 2:39 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 5/18/2018 2:41 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 5/21/2018 10:00 AM

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session **9.**

Meeting Date: 05/29/2018

Asset Transfer 5/29/2018

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 inter-departmental transfer including (3) Rifle, Bushmaster, XM15-E2S, and (5) Rifle, Arma lite, M15A2, pursuant to Tx. Local Gov't Code 263.152.

Background

See attached list for Transfer from Jail to Sheriffs' Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Transfer 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/24/2018 09:17 AM
County Judge Exec Asst.	Wendy Coco	05/24/2018 09:48 AM
Form Started By: Jayme Jasso		Started On: 05/23/2018 03:35 PM
Final Approval Date: 05/24/2018		

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

(•) TRANSFER bet ween county departments ( ) TRADE-IN for new assets of similar type for the county ( ) DESTRUCTION due to Public Health / Safety

( ) SALE at the earliest auction * ( ) DONATION to a non-county entity

Asset List:

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

Parties involved:

FROM (Transferor Department): 570 Corrections

Transferor - Elected Official/Department Head/ Authorized Staff:

Timothy Ryle — Chief Deputy
Print Name

T Ryle — 5.16.18
Signature — Date

Contact Person:

Danielle White
Print Name

512-943-1401
Phone Number

RECEIVED
MAY 21 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

TO (Transferee Department/Auction/Trade-in/Donee): (560) Law Enforcement

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

Roy Fikac — Asst. Chief Deputy
Print Name

Signature — 5.16.18
Date

Contact Person:

Denise McGlaun
Print Name

512-943-1359
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 _____

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non-working, unk)
3	Rifle, Bushmaster,XM15-E2S	L228221	BC#01026	working
	38807	L346991	BC#01223	working
	39600	L344584	BC#00005	working
5	Rifle, Arma lite, M15A2	US102278	BC#00078	working
		US102257	BC#00945	working
		US102253	BC#01330	working
		US102280	BC#00074	working
		US102297	BC#02405	working
		RECEIVED		
		MAY 21 2018		
		AUDITOR'S OFFICE WILLIAMSON COUNTY, TEXAS		

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

Commissioners Court - Regular Session **10.**

Meeting Date: 05/29/2018

Asset Auction Monthly 5/29/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through auction for the period of 4/19/2018 through 5/23/2018.

Background

Please see the attached list which shows all assets for auction approved by Purchasing from 4/19/18 through 5/23/18.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Auction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/24/2018 09:18 AM
County Judge Exec Asst.	Wendy Coco	05/24/2018 09:48 AM
Form Started By: Jayme Jasso		Started On: 05/23/2018 03:59 PM
Final Approval Date: 05/24/2018		

Item	Serial Number	Court date	Quantity	Dept.
Office Chairs		5/29/2018	52	CC#3
Avaya Phone	41641542094	5/29/2018	1	Elections
Monitors	see attached	5/29/2018	7	Elections
Engel outdoor Fridge	MD14F	5/29/2018	6	EMS
Desk return		5/29/2018	1	Ag Extension
Desk hutch		5/29/2018	1	Ag Extension
Chair		5/29/2018	1	Ag Extension
Speed Queen Washers SC125	see attached	5/29/2018	2	Jail
File cabinets		5/29/2018	15	Jail
Desks		5/29/2018	5	Jail
Chairs		5/29/2018	29	Jail
Bettery Back-up packs		5/29/2018	15	Jail
Monitor		5/29/2018	1	Jail
Misc. office chairs		5/29/2018	8	Const. #3
Purple courtroom chairs		5/29/2018	27	368th court
Purple jury pedistal chairs		5/29/2018	12	368th court
Task Chairs		5/29/2018	2	368th court
Set of speakers		5/29/2018	1	Tax
Keyboards		5/29/2018	4	Tax
HP Laserjet printer		5/29/2018	1	Tax
17in monitors		5/29/2018	2	Tax
Laptop bags		5/29/2018	2	Comm. #2
Monitor		5/29/2018	1	Comm. #2
Monitor		5/29/2018	1	SO
HPLJ Printer 4250	see attached	5/29/2018	5	DC
Black Stacking desk trays		5/29/2018	16	CSCD
Black office chair		5/29/2018	1	CSCD
Keyboard and Mouse		5/29/2018	1	DC
Date Stamps		5/29/2018	27	DC
Leather Desk pad		5/29/2018	1	DC
Phone		5/29/2018	1	DC
Phone Extenstion cords		5/29/2018	2	DC
Heavy Duty Stapler		5/29/2018	1	DC
Electric stapler		5/29/2018	1	DC
Desk model hole punch		5/29/2018	5	DC
Antique Cabinet		5/29/2018	1	DC
Drawers		5/29/2018	17	DC
Shredder-office size medium		5/29/2018	1	DC
Motorola over the head mic	see attached	5/29/2018	4	Emergency Mang
Fellowes Powershred C-220		5/29/2018	1	Emergency Mang
Cisco office phone	see attached	5/29/2018	2	Emergency Mang
iDirect 5000 satellite router		5/29/2018	1	Emergency Mang
Stackable chairs		5/29/2018	4	Radio Shop
Desk chairs		5/29/2018	3	Radio Shop
Brown end tables		5/29/2018	2	Radio Shop
Metal filing cabinet		5/29/2018	1	Radio Shop

Brown book shelf	5/29/2018		1	Radio Shop
Conference table	5/29/2018		1	Radio Shop
Chairs for conference table	5/29/2018		4	Radio Shop
Director desk with hutch	5/29/2018		1	Radio Shop
Supply cabinet	5/29/2018		1	Radio Shop
Refrigerator	5/29/2018		1	Radio Shop
Large grey filing cabinet	5/29/2018		1	Radio Shop
Copy machine	5/29/2018		1	Radio Shop
Copier table	5/29/2018		1	Radio Shop
Reception chair	5/29/2018		1	Radio Shop
Reception desk	5/29/2018		1	Radio Shop
Large projection screen	5/29/2018		1	Radio Shop
Side tables	5/29/2018		4	Radio Shop
Boxes of CD cases	5/29/2018		2	Radio Shop
Docking Stations	5/29/2018		2	Auditor
Keyboards	5/29/2018		4	Auditor
Cords	5/29/2018	Box		Auditor
Mice	5/29/2018		2	Auditor
Battery	5/29/2018		1	Auditor
Laptop bag	5/29/2018		1	Auditor
HON 4 drawer filing cabinet	5/29/2018		1	Auditor
Desk paper trays	5/29/2018		2	Auditor
Desk drawer trays	5/29/2018		2	Auditor
Adjustable foot rest	5/29/2018		1	Auditor
Mesh metal organizer	5/29/2018		1	Auditor
Metal file organizer	5/29/2018		2	Auditor
Keyboard wrist pads	5/29/2018		2	Auditor
Kofax Adrenaline SCSI	5/29/2018		1	Auditor
Heater	5/29/2018		1	Auditor
Plantronics CD's	5/29/2018	Box		Auditor
Dell monitor	5/29/2018		2	CA
Dell docking station	5/29/2018		1	CA
Keyboard tray	5/29/2018		1	CA
DVD burner	5/29/2018		1	CA
Blue rolling chair	5/29/2018		1	CA
Light brown desk	5/29/2018		1	CA
Light brown desk w/hutch	5/29/2018		1	CA
Black Boots	5/29/2018		3	MOT
SS Shirt Khaki	5/29/2018		1	MOT
Gray Pants	5/29/2018		11	MOT
Black Pants	5/29/2018		16	MOT
Navy Pants	5/29/2018		15	MOT
Khaki Patns	5/29/2018		6	MOT
Green pants	5/29/2018		1	MOT
Khaki Belt	5/29/2018		1	MOT
Gray Jacket	5/29/2018		1	MOT
Black Jacket	5/29/2018		1	MOT

2-Drawer File Cabinet	5/29/2018	2	MOT
Desk Shelves	5/29/2018	6	MOT
Laptop Stands	5/29/2018	6	MOT
Telephone Headset	5/29/2018	1	MOT
MP3 Players	5/29/2018	18	MOT
Speakers	5/29/2018	2	MOT
Cell Phones	5/29/2018	2	MOT
Surge Protector	5/29/2018	1	MOT
Portable Radio	5/29/2018	1	MOT
Desktop Reference System	5/29/2018	2	MOT
Portable Radio Batter	5/29/2018	1	MOT
Cell Phones	5/29/2018	2	MOT
Echo Smart Pen	5/29/2018	1	MOT
3-Tier Paper Holder	5/29/2018	1	MOT
Desk Lamp	5/29/2018	1	MOT
Metal White Boards	5/29/2018	2	MOT
Hard Plastic Vehicle Organizer	5/29/2018	1	MOT
Cubicle White Board Organizer	5/29/2018	1	MOT
Desk Pencil Holder	5/29/2018	5	MOT
Small Paper Organizer	5/29/2018	1	MOT
Set of Speakers	5/29/2018	1	MOT
Portable Laminator	5/29/2018	1	MOT
Desk chair	5/29/2018	1	MOT
Scanner, ScanSnap 8510	5/29/2018	1	MOT
Desk Chair	5/29/2018	1	MOT
Vehicle Computer Tray & Mount	5/29/2018	1	MOT
Computer Vehicle Docking Station	5/29/2018	2	MOT
Computer Desktop Docking Station	5/29/2018	2	MOT
Computer Monitors	5/29/2018	5	MOT
Computer Keyboards	5/29/2018	11	MOT
Computer Mouse	5/29/2018	6	MOT
Computer Battery	5/29/2018	1	MOT
Vehicle Computer Charger	5/29/2018	1	MOT
Vehicle Power Computer Adaptors	5/29/2018	2	MOT
Laptop with carrying case	5/29/2018	1	MOT
Folding chairs	5/29/2018	58	Juvenile
Monitors	5/29/2018	8	Purchasing
Battery cell	5/29/2018	1	Purchasing
Sound bar	5/29/2018	1	Purchasing
Keyboards	5/29/2018	2	Purchasing
Monitor stand	5/29/2018	1	Purchasing
Plastic sorter bin	5/29/2018	1	Purchasing
Corkboard	5/29/2018	1	Purchasing
Printer	5/29/2018	1	Purchasing
Lateral file cainet	5/29/2018	2	Purchasing
Plastic file trays	5/29/2018	6	Purchasing
Misc. wires, cables, mice	5/29/2018	Box	Purchasing

Cordaway wire organizer	5/29/2018	1	Purchasing
Projector screen 48in	5/29/2018	1	Purchasing
Standing fan	5/29/2018	1	Purchasing
Quartert sign display	5/29/2018	1	Purchasing
Foam ice chest	5/29/2018	1	Purchasing
Laserjet 641A toner	5/29/2018	1	Purchasing

Commissioners Court - Regular Session **11.**

Meeting Date: 05/29/2018

Asset Transfer Monthly 5/29/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental Transfer for the period of 4/19/2018 through 5/23/2018.

Background

Please see the attached list which shows all assets for Inter-departmental transfer approved by Purchasing from 4/19/18 through 5/23/18.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/24/2018 09:18 AM
County Judge Exec Asst.	Wendy Coco	05/24/2018 09:48 AM
Form Started By: Jayme Jasso		Started On: 05/23/2018 04:12 PM
Final Approval Date: 05/24/2018		

Item	Serial Number	Court date	Quantity	Dept.
Red chairs		5/29/2018	4	To Parks
Small end table		5/29/2018	1	To Parks
wood book shelf		5/29/2018	1	To Parks
2 drawer file cabinet		5/29/2018	1	To Parks
Purple Chair		5/29/2018	1	To CA
21in monitors		5/29/2018	11	To IT
Honda generator GX390	RCI 481940	5/29/2018	1	To 911 Comm
Rifle, Bushmaster, XM15-E2S		5/29/2018	3	To SO
Rifle, Arma lite, M15A2		5/29/2018	5	To SO

Commissioners Court - Regular Session **12.**

Meeting Date: 05/29/2018

Asset Destruction Monthly 5/29/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 4/19/2018 through 5/23/18.

Background

Please see the attached list which shows all assets for destruction approved by Purchasing from 4/19/18 through 5/23/18.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Destruction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/24/2018 09:19 AM
County Judge Exec Asst.	Wendy Coco	05/24/2018 09:48 AM
Form Started By: Jayme Jasso		Started On: 05/23/2018 04:17 PM
Final Approval Date: 05/24/2018		

Item	Serial Number	Court date	Quantit	Dept.
Inmate shoes		5/29/2018	393	Jail
inmate towels		5/29/2018	68	Jail
Inmate blankets		5/29/2018	24	Jail
Inmate mattress covers		5/29/2018	78	Jail
Inmate sucide smocks		5/29/2018	4	Jail
Inmate uniform shirts		5/29/2018	74	Jail
Inmate uniform pants		5/29/2018	288	Jail

Commissioners Court - Regular Session **13.**

Meeting Date: 05/29/2018

Justice of the Peace 4 APR 2018 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, April 2018 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM APR 2018

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2018 12:08 PM
Form Started By: Veronica Bolander		Started On: 05/24/2018 11:04 AM
Final Approval Date: 05/24/2018		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of April 2018.

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY, TEXAS

JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR

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

VERONICA BOLANDER
My Notary ID # 2676312
Expires October 7, 2019

NOTARY PUBLIC in and for the State of Texas

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 04/01/2018-04/30/2018

Date Printed: 5/10/2018
Time Printed: 4:40:47PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	9	35.00	35.00	0.00	25.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	2	10.50	10.50	5.25	0.00	0.00	0.00	5.25	0.00	0.00	0.00	0100-0000-341804
EVICTION	EVICTION FILING FEE	56	1,300.00	1,300.00	50.00	950.00	0.00	0.00	300.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	136	792.00	792.00	24.00	684.00	0.00	0.00	84.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	74	4,900.00	4,900.00	210.00	3,640.00	0.00	0.00	1,050.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	4	100.00	100.00	50.00	25.00	0.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
WRIT EXEC	WRIT OF EXECUTION	4	10.00	10.00	0.00	5.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	4	20.00	20.00	5.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	8	900.00	900.00	150.00	600.00	0.00	0.00	150.00	0.00	0.00	0.00	0100-0000-341904

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	3	15.00	15.00	0.00	10.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
CERTCOPIE	CERTIFIED COPIES	6	12.00	12.00	6.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	75	1,875.00	1,875.00	0.00	1,875.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	136	1,320.00	1,320.00	40.00	1,140.00	0.00	0.00	140.00	0.00	0.00	0.00	01-0399-0000-20802
JCPTF	JUDICIAL COURT PERSOI	136	660.00	660.00	20.00	570.00	0.00	0.00	70.00	0.00	0.00	0.00	01-0399-0000-20835
OCC LICENSE	OCCUPATIONAL LICENSE	1	25.00	25.00	0.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0100.0000.341804
OVER	OVER PAYMENT OF FINE	2	40.00	40.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
TCF	TRUANT CONDUCT FEE	9	400.00	400.00	175.00	0.00	0.00	0.00	225.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY CO	TRUANCY CONTEMPT FI	5	320.00	320.00	100.00	0.00	0.00	0.00	220.00	0.00	0.00	0.00	0100-0000-351304
WRIT GARN	WRIT OF GARNISHMENT	9	45.00	45.00	0.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	679	12,779.50	12,779.50	835.25	9,624.00	0.00	0.00	2,320.25	$0.00	0.00	0.00

Direct Deposit	$0.00			**HB2398**	$0.00		
Cash	$835.25			**CSR Credit**	$0.00		
Checks	$9,624.00			**Jail Credit**	$0.00	**Post for Refund**	$0.00
Money Orders	$0.00	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00	**Over Payments**	$0.00
Credit Cards :	$2,320.25			**Non-Monetary**	$0.00		

TOTAL CURRENCY	$12,779.50	ESCROW PAID	$0.00	TRAN. FEES	$0.00	TOTAL	$0.00	TOTAL PAID	$0.00

Detailed report has been sent to Auditor's Office.

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 04/01/2018-04/30/2018

Date Printed: 5/10/2018
Time Printed: 4:40:47PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209700		40.00	0.00	0.00	0.00	0.00	40.00
0100-0000-341804		1,191.25	356.25	0.00	0.00	0.00	1,547.50
0100-0000-341904		4,600.00	1,200.00	0.00	0.00	0.00	5,800.00
0100-0000-351304		100.00	220.00	0.00	0.00	0.00	320.00
0100.0000.341804		1,875.00	25.00	0.00	0.00	0.00	1,900.00
0399-0000-208822		708.00	84.00	0.00	0.00	0.00	792.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	1,180.00	140.00	0.00	0.00	0.00	1,320.00
01-0369-0000-341917	TRUANT CONDUCT FEE	175.00	225.00	0.00	0.00	0.00	400.00
01-0399-0000-208354	JUDICIAL COURT PERSONNEL TRAI	590.00	70.00	0.00	0.00	0.00	660.00
TOTALS :		10,459.25	2,320.25	0.00	0.00	0.00	12,779.50

Detailed report has been sent to Auditor's Office.

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 04/01/2018-04/30/2018

Date Printed: 5/10/2018
Time Printed: 5:12:45PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	69	231.43	205.26	34.33	10.00	25.00	0.00	135.93	26.17	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	235	905.81	905.81	67.85	5.00	132.39	0.00	700.57	0.00	0.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	23	107.85	107.85	21.30	0.00	10.00	0.00	76.55	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	1	1.05	1.05	0.00	0.00	0.00	0.00	1.05	0.00	0.00	0.00	0100-0000-341804
CS	CHILD SAFETY	4	50.72	50.72	0.00	0.00	0.72	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
DIS	DISMISSAL FEE	20	200.00	200.00	30.00	0.00	50.00	0.00	120.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	49	2,384.09	2,384.09	89.05	198.03	611.08	0.00	1,485.93	0.00	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	49	471.74	471.74	59.40	0.00	187.70	0.00	224.64	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	564	49,673.91	45,858.81	6,207.62	0.00	3,964.80	0.00	35,686.39	3,415.10	0.00	400.00	0100-0000-351304
PWF	PARKS AND WILDLIFE FINE	27	2,243.00	2,243.00	935.00	0.00	50.00	0.00	1,258.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	220	512.83	506.83	43.44	6.00	79.31	0.00	378.08	6.00	0.00	0.00	0100-0000-341804

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	11	48.55	48.55	13.45	0.00	10.00	0.00	25.10	0.00	0.00	0.00	0100-0000-341914
BOND	CASH BOND	1	572.00	572.00	572.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	14	260.02	260.02	13.24	0.00	120.50	0.00	126.28	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	7	85.78	85.78	0.00	0.00	6.64	0.00	79.14	0.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	59	1,254.83	1,222.55	295.08	50.00	18.26	0.00	859.21	32.28	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT (	391	11,282.04	10,984.28	1,136.54	120.00	1,607.10	0.00	8,120.64	297.76	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	391	845.90	823.57	85.21	9.00	120.56	0.00	608.80	22.33	0.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	389	279.96	272.52	28.41	3.00	40.19	0.00	200.92	7.44	0.00	0.00	0361-0000-341154
COM	COMMITMENT	42	118.12	79.73	26.35	5.00	26.63	0.00	21.75	38.39	0.00	0.00	0100-0000-341804
CPWF	CEDAR PARK POLICE DE	1	50.00	50.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CWF	WILLIAMSON COUNTY W	17	385.83	235.83	0.00	0.00	99.50	0.00	136.33	150.00	0.00	0.00	0100-0000-341804
GTWF	GEORGETOWN POLICE D	1	7.73	7.73	0.00	0.00	7.73	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
HISDPD	HUTTO ISD POLICE DEPT	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	4	60.91	49.54	0.00	0.00	0.00	0.00	49.54	11.37	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	385	551.92	545.03	56.80	6.00	80.36	0.00	401.87	6.89	0.00	0.00	0399.0000.208703
JCM	JUVENILE CASE MANAGI	370	1,349.63	1,332.41	142.01	15.00	175.28	0.00	1,000.12	17.22	0.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	391	1,127.84	1,098.06	113.62	12.00	160.74	0.00	811.70	29.78	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	389	1,119.84	1,090.06	113.62	12.00	160.74	0.00	803.70	29.78	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	389	1,671.78	1,635.12	170.43	18.00	241.12	0.00	1,205.57	36.66	0.00	0.00	0399-0000-208352
MISC REV	MISCELLANIOUS REVENI	1	0.15	0.15	0.00	0.00	0.15	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	217	17.21	17.09	1.44	0.20	2.83	0.00	12.62	0.12	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208850
OVER	OVER PAYMENT OF FINE	3	310.10	310.10	310.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
RCF	RETURNED CHECK FEE	2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
REL	RELEASE	40	118.12	79.73	26.35	5.00	26.63	0.00	21.75	38.39	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	8	400.00	200.00	0.00	0.00	150.00	0.00	50.00	200.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	7	850.00	850.00	150.00	200.00	0.00	0.00	500.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	219	5,098.32	5,038.32	434.39	60.00	793.14	0.00	3,750.79	60.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	44	117.24	117.24	17.70	5.00	50.00	0.00	44.54	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	28	71.37	71.37	3.90	0.00	2.57	0.00	64.90	0.00	0.00	0.00	0100-0000-341914
TP	TIME PAYMENT	131	1,773.74	1,762.64	288.44	0.00	133.26	0.00	1,340.94	11.10	0.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	344	516.11	511.69	52.80	6.00	67.02	0.00	385.87	4.42	0.00	0.00	01-0399-0000-20803
TWFIN	TOLLWAY ADMINISTRAT	23	818.24	818.24	1.63	0.00	200.54	0.00	616.07	0.00	0.00	0.00	0100-0000-207027

Detailed report has been sent to Auditor's Office.

TOTALS SUMMARY	5585	87,550.71	83,109.51	11,541.50	745.23	9,462.49	0.00	61,360.29	$4,441.20	0.00	400.00

Direct Deposit	$0.00			**HB2398**	$0.00	
Cash	$11,541.50			**CSR Credit**	$0.00	**Post for Refund** $0.00
Checks	$745.23			**Jail Credit**	$4,441.20	
Money Orders	$9,462.49					**Over Payments** $0.00
Credit Cards :	$61,360.29	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00	**Non-Monetary** $400.00

TOTAL CURRENCY	$83,109.51	**ESCROW PAID**	$0.00	**TRAN. FEES**	$0.00	**TOTAL**	$4,841.20	**TOTAL PAID** $0.00

Detailed report has been sent to Auditor's Office.

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 04/01/2018-04/30/2018

Date Printed: 5/10/2018
Time Printed: 5:12:45PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		572.00	0.00	0.00	0.00	0.00	572.00
0100-0000-209600		985.00	1,258.00	0.00	0.00	0.00	2,243.00
0100-0000-209700		310.10	0.00	0.00	0.00	0.00	310.10
0100-0000-341804		1,299.09	1,694.07	470.32	0.00	0.00	3,463.48
0100-0000-341911		133.74	126.28	0.00	0.00	0.00	260.02
0100-0000-341913		6.64	79.14	0.00	0.00	0.00	85.78
0100-0000-341914		465.96	993.75	32.28	0.00	0.00	1,491.99
0100-0000-351304		10,172.42	35,686.39	3,815.10	0.00	0.00	49,673.91
0100-0000-370500		0.15	0.00	0.00	0.00	0.00	0.15
0360-0000-341150		214.77	608.80	22.33	0.00	0.00	845.90
0361-0000-341154		71.60	200.92	7.44	0.00	0.00	279.96
0372-0000-341144		286.36	811.70	29.78	0.00	0.00	1,127.84
0399-0000-208160		2,863.64	8,120.64	297.76	0.00	0.00	11,282.04
0399-0000-208235		286.36	803.70	29.78	0.00	0.00	1,119.84
0399-0000-208352		429.55	1,205.57	36.66	0.00	0.00	1,671.78
0399-0000-208400		236.54	777.12	0.00	0.00	0.00	1,013.66
0399-0000-208425		1,287.53	3,750.79	60.00	0.00	0.00	5,098.32
0399-0000-208850		0.00	0.00	0.00	0.00	0.00	0.00
0399-0000-208860		421.70	1,340.94	11.10	0.00	0.00	1,773.74
0399.0000.208703		143.16	401.87	6.89	0.00	0.00	551.92
0399-0000-208415		4.47	12.62	0.12	0.00	0.00	17.21
0100-0000-207027		202.17	616.07	0.00	0.00	0.00	818.24
01.0100.0000.207017	DLQ FEE	898.16	1,485.93	0.00	0.00	0.00	2,384.09
0103690000370000	JUVENILE CASE MANAGER FUND	332.29	1,000.12	17.22	0.00	0.00	1,349.63
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	125.82	385.87	4.42	0.00	0.00	516.11
TOTALS :		21,749.22	61,360.29	4,841.20	0.00	0.00	87,950.71

Detailed report has been sent to Auditor's Office.

Commissioners Court - Regular Session **14.**

Meeting Date: 05/29/2018

Discuss consider and take appropriate action on approval of the final plat for the Star Ranch Section 7 Phase 6 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 Star Ranch Section 7 Phase 6 subdivision - Pct 4.

Background

This is the next section of the Star Ranch Sec 7 development. It consists of 91 single family lots, 3 open space lots, and 4,960 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

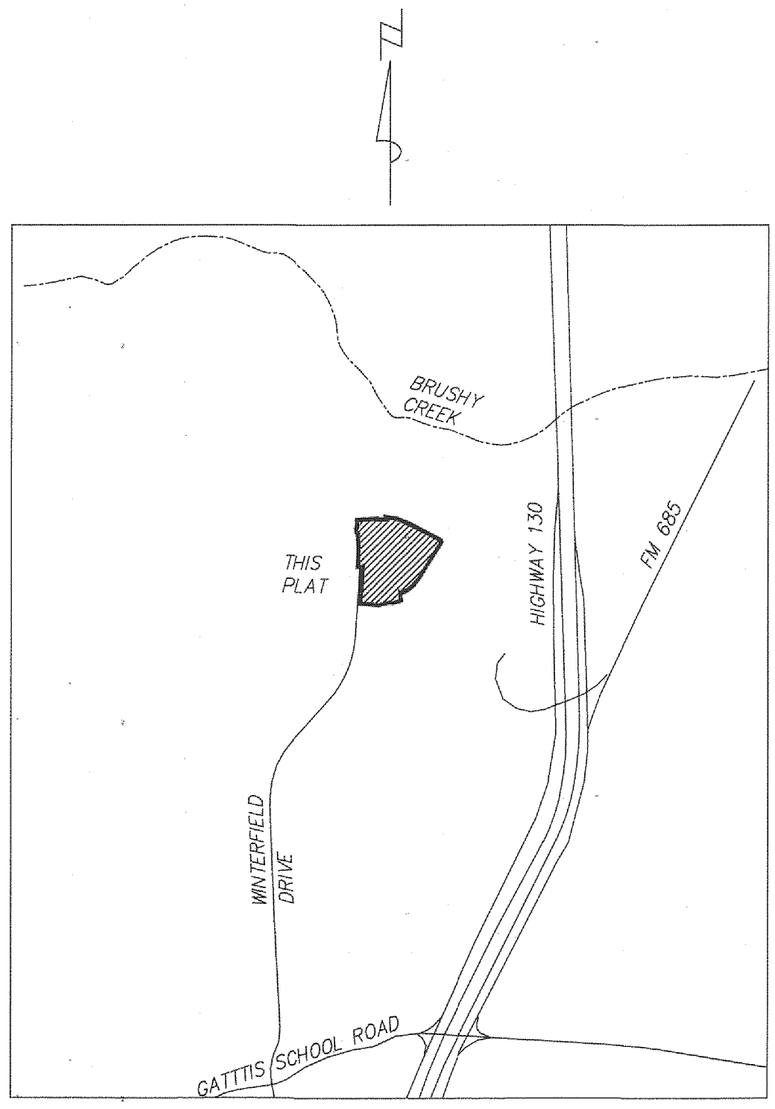
Final Plat - Star Ranch Sec 7 Ph 6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2018 12:08 PM
Form Started By: Adam Boatright		Started On: 05/24/2018 11:08 AM
Final Approval Date: 05/24/2018		

PLAT OF

STAR RANCH SECTION 7 PHASE 6



LOCATION MAP

SCALE: 1" = 2000'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	197.19	1679.50	6°43'38"	N00°30'39"E	197.08
C2	61.60	1530.00	2°18'25"	S30°27'10"W	61.60
C3	338.17	530.00	36°33'29"	S49°53'07"W	332.46
C5	34.09	275.00	7°06'10"	N07°47'31"W	34.07
C6	46.49	225.00	11°50'23"	N10°09'38"W	46.41
C7	117.75	530.00	12°43'45"	N74°31'44"E	117.51
C8	455.92	530.00	49°17'14"	N56°14'59"E	441.99
C9	30.06	530.00	3°14'57"	N87°45'01"W	30.05
C10	172.44	470.00	21°01'16"	N83°21'50"E	171.47
C11	12.05	470.00	1°28'08"	N86°51'36"W	12.05
C12	160.39	470.00	19°33'08"	N82°37'45"E	159.61
C13	21.03	25.00	48°11'23"	N46°58'55"W	20.41
C14	241.19	50.00	276°22'46"	N67°06'46"E	66.67
C15	23.79	50.00	27°15'26"	N57°26'54"W	23.56
C16	42.54	50.00	48°44'40"	N19°26'51"W	41.27
C17	36.18	50.00	41°27'31"	N25°39'15"E	35.40
C18	36.18	50.00	41°27'31"	N67°06'46"E	35.40
C19	36.18	50.00	41°27'31"	N71°25'43"W	35.40
C20	42.54	50.00	48°44'40"	N26°19'37"W	41.27
C21	23.79	50.00	27°15'26"	N11°40'26"E	23.56
C22	21.03	25.00	48°11'23"	N01°12'28"E	20.41
C23	244.19	470.00	29°46'07"	N46°29'26"E	241.46
C24	206.80	470.00	25°12'36"	N48°46'11"E	205.13
C25	37.40	470.00	4°33'31"	N33°53'08"E	37.39
C26	48.35	37.66	73°32'42"	N84°33'41"E	45.10
C27	265.51	60.00	253°32'42"	N05°26'19"W	96.12
C28	28.11	60.00	26°50'43"	N61°12'42"E	27.86
C29	53.37	60.00	50°58'09"	N79°52'52"W	51.63
C30	35.29	60.00	33°42'12"	N37°32'42"W	34.79
C31	35.29	60.00	33°42'12"	N03°50'29"W	34.79
C32	35.29	60.00	33°42'12"	N29°51'43"E	34.79
C33	35.29	60.00	33°42'12"	N63°33'55"E	34.79
C34	35.29	60.00	33°42'12"	N82°43'53"W	34.79
C35	7.55	60.00	7°12'48"	N62°16'22"W	7.55
C36	164.08	275.00	34°11'12"	N75°45'34"W	161.66
C37	33.90	275.00	7°03'49"	N62°11'52"W	33.88
C38	94.83	275.00	19°45'26"	N75°36'30"W	94.36
C39	35.35	275.00	7°21'57"	N89°10'11"W	35.33
C40	193.92	325.00	34°11'12"	N75°45'34"W	191.05
C41	10.57	325.00	1°51'47"	N59°35'52"W	10.57
C42	49.24	325.00	8°40'52"	N64°52'11"W	49.20
C43	49.24	325.00	8°40'52"	N73°33'03"W	49.20
C44	49.24	325.00	8°40'52"	N82°13'56"W	49.20
C45	35.62	325.00	6°16'48"	N89°42'46"W	35.60
C46	243.00	2069.64	6°43'38"	N00°30'39"E	242.86
C47	32.08	2069.64	0°53'17"	N03°25'49"E	32.08
C48	52.73	2069.64	1°27'35"	N02°15'23"E	52.73
C49	52.73	2069.64	1°27'35"	N00°47'48"E	52.73
C50	52.73	2069.64	1°27'35"	N00°39'47"W	52.73
C51	52.73	2069.64	1°27'35"	N02°07'22"W	52.73
C52	248.87	2119.64	6°43'38"	N00°30'39"E	248.73
C53	24.31	2119.64	0°39'26"	N03°32'45"E	24.31
C54	49.85	2119.64	1°20'51"	N02°32'36"E	49.85
C55	49.85	2119.64	1°20'51"	N01°11'45"E	49.85
C56	49.85	2119.64	1°20'51"	N00°09'06"W	49.85
C57	49.85	2119.64	1°20'51"	N01°29'57"W	49.85
C58	25.14	2119.64	0°40'47"	N02°30'46"W	25.14
C59	205.41	1749.50	6°43'38"	N00°30'39"E	205.29
C60	59.18	1470.00	2°18'25"	N30°27'10"E	59.18
C62	26.40	225.00	6°43'23"	N07°36'08"W	26.39
C63	20.09	225.00	5°06'59"	N13°31'19"W	20.09

LINE TABLE		
LINE	BEARING	LENGTH
L1	N04°14'26"W	31.66'
L2	N04°14'26"W	31.66'
L3	N47°20'54"W	29.20'
L4	N38°52'01"E	29.20'
L5	N24°58'59"E	29.67'
L6	N22°53'14"W	23.48'
L7	N22°53'14"W	23.48'
L8	N70°45'22"W	29.66'
L9	N31°36'22"E	72.65'
L10	N13°31'48"W	28.22'
L11	N47°51'10"W	21.21'
L12	N42°08'50"E	21.21'
L13	N47°51'10"W	21.21'
L14	N42°08'50"E	21.21'
L15	N42°08'50"E	28.28'
L16	N47°51'10"W	28.28'
L17	N02°51'10"W	100.00'
L18	N02°51'10"W	110.00'
L19	N02°51'10"W	50.00'
L20	N02°51'10"W	60.00'
L21	N47°51'10"W	14.14'
L22	N47°51'10"W	14.14'
L23	N42°08'50"E	14.14'
L24	N42°08'50"E	14.14'
L25	N41°07'32"W	28.28'
L26	N48°52'28"E	28.28'
L27	N76°28'12"E	28.35'
L28	N88°31'11"E	49.96'
L29	N88°31'11"E	26.53'
L30	N88°31'11"E	23.44'
L31	N75°36'30"W	49.75'
L32	N59°55'41"W	49.97'
L33	N03°52'28"E	110.00'
L34	N48°52'28"E	14.14'
L35	N48°52'28"E	14.14'
L36	N48°52'28"E	28.28'
L37	N41°07'32"W	28.28'
L38	N01°49'43"E	49.22'
L39	N76°28'12"E	28.35'
L40	N13°31'48"W	28.22'
L41	N86°37'01"W	70.00'
L42	S41°07'32"E	14.14'
L43	S41°07'32"E	14.14'
L44	S03°52'28"W	100.00'

NOTES:

1. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
4. NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0515E, EFFECTIVE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
5. DRIVEWAY ACCESS FROM ANY RESIDENCE TO WINTERFIELD DRIVE IS PROHIBITED.
6. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
7. THE MINIMUM LOWEST 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 THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.
8. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER _____ OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
9. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF EACH STREET. SIDEWALKS WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
10. IN ADDITION TO THOSE EASEMENTS SHOWN HEREON, A 10' PUE (PUBLIC UTILITY EASEMENT) ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES IS HEREBY DEDICATED. A 5' PUE (PUBLIC UTILITY EASEMENT) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES, A 3' PUE (PUBLIC UTILITY EASEMENT) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
11. THIS PLAT LIES WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT No. 22 DEVELOPMENT WITHIN DISTRICT EASEMENTS OR DISTRICT PROPERTY SHALL REQUIRE DISTRICT APPROVAL PRIOR TO CONSTRUCTION.
12. LOT 10, BLOCK Q, LOT 17, BLOCK O AND LOT 28, BLOCK M ARE OPEN SPACE, NO SINGLE FAMILY DEVELOPMENT IS PERMITTED.
13. THE MAXIMUM IMPERVIOUS COVER PER LOT IS 45%.
14. CORNER LOTS SHALL ONLY HAVE DRIVEWAY ACCESS TO ONE STREET.
15. LOTS OS-A, OS-B AND OS-C WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
16. WATER AND WASTEWATER WILL BE PROVIDED BY WILLIAMSON COUNTY MUD 22.

SITE DATA:
91 SINGLE FAMILY LOTS
3 OPEN SPACE
94 TOTAL

6 BLOCKS

LOTS: 16.873 ACRES
RIGHT OF WAY: 6.405 ACRES
TOTAL AREA: 23.278 ACRES

PROPERTY OWNER:
TACK DEVELOPMENT, LTD.
TIM TIMMERMAN, PRESIDENT
2490 FM 685
HUTTO, TEXAS 78634

BUILDING SETBACKS:

25' FRONT
15' STREET SIDE
5' SIDE
10' REAR

NEW STREETS:

NAME	LENGTH	DESIGN SPEED
GREENOCK COVE	370	25
FOXROLL COVE	131	25
FINSTOWN STREET	1,047	25
FORT WILLIAM STREET	83	25
ELM PARK STREET	1,511	25
TANDA LANE	1,158	25
WINTERFELD DRIVE	660	25
TOTAL:	4,960	

DATE: March 6, 2018 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

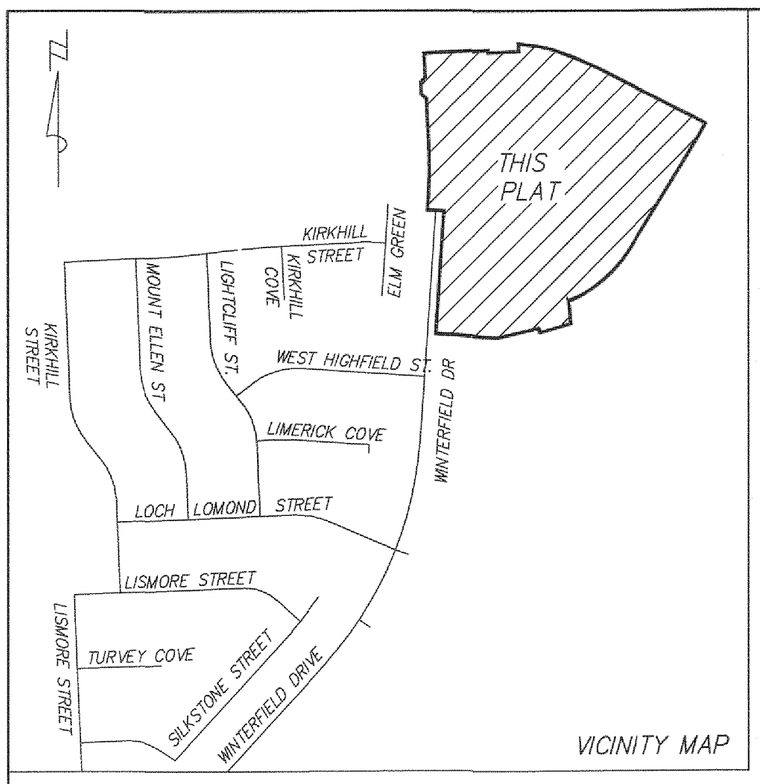
RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

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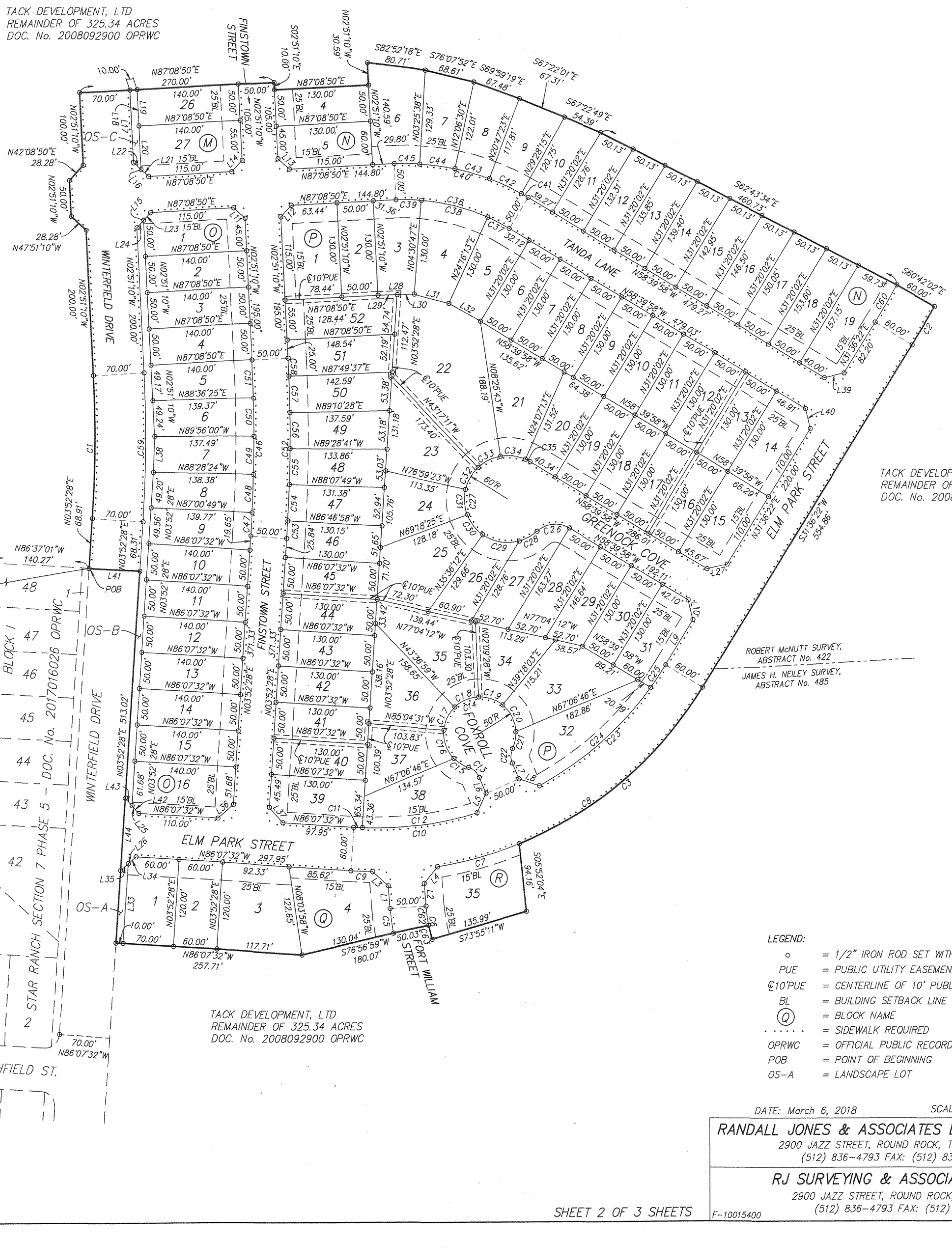
PLAT OF
STAR RANCH SECTION 7 PHASE 6

SCALE: 1"=100'

0 100' 200' 300' 400'



VICINITY MAP



LEGEND:

o	= 1/2" IRON ROD SET WITH RJ SURVEYING CAP
PUE	= PUBLIC UTILITY EASEMENT
℄10'PUE	= CENTERLINE OF 10' PUBLIC UTILITY EASEMENT
BL	= BUILDING SETBACK LINE
(Q)	= BLOCK NAME
. . . . .	= SIDEWALK REQUIRED
OPRWC	= OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
POB	= POINT OF BEGINNING
OS-A	= LANDSCAPE LOT

DATE: March 6, 2018 SCALE: 1" = 100'

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(512) 836-4793 FAX: (512) 836-4817 F-10015400

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PLAT OF

STAR RANCH SECTION 7 PHASE 6

THAT PART OF THE ROBERT McNUTT SURVEY, ABSTRACT No. 422 AND PART OF THE JAMES H. NEILEY SURVEY, ABSTRACT No. 485 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 325.34 ACRE TRACT OF LAND CONVEYED TO TACK DEVELOPMENT, LTD BY DEED RECORDED IN DOCUMENT No. 2008092900 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at the northwest corner of Winterfield Drive and the northeast corner of Lot 1, Block I, Star Ranch Section 7 Phase 5, according to the plat thereof recorded in Document No. 2017016026 of the Official Public Records of Williamson County, Texas, (from which point a 1/2" iron rod set at the northwest corner of Lot 48, Block I, Star Ranch Section 7 Phase 5 bears N.86°37'01"W. 140.27 feet);

THENCE across said 325.34 Acre Tract the following 25 courses:

1. N.03°52'28"E. a distance of 68.91 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;
2. Northerly, along the arc of said curve to the left a distance of 197.19 feet, said curve having a radius of 1,679.50 feet, a central angle of 06°43'38", and a chord bearing N.00°30'39"E., 197.08 feet to a 1/2" iron rod set;
3. N.02°51'10"W. a distance of 200.00 feet to a 1/2" iron rod set;
4. N.47°51'10"W. a distance of 28.28 feet to a 1/2" iron rod set;
5. N.02°51'10"W. a distance of 50.00 feet to a 1/2" iron rod set;
6. N.42°08'50"E. a distance of 28.28 feet to a 1/2" iron rod set;
7. N.02°51'10"W. a distance of 100.00 feet to a 1/2" iron rod set;
8. N.87°08'50"E. a distance of 270.00 feet to a 1/2" iron rod set;
9. S.02°51'10"E. a distance of 10.00 feet to a 1/2" iron rod set;
10. N.87°08'50"E. a distance of 130.00 feet to a 1/2" iron rod set;
11. N.02°51'10"W. a distance of 30.59 feet to a 1/2" iron rod set;
12. S.82°52'18"E. a distance of 80.71 feet to a 1/2" iron rod set;
13. S.76°07'52"E. a distance of 68.61 feet to a 1/2" iron rod set;
14. S.69°59'19"E. a distance of 67.48 feet to a 1/2" iron rod set;
15. S.67°22'01"E. a distance of 67.31 feet to a 1/2" iron rod set;
16. S.67°22'49"E. a distance of 54.39 feet to a 1/2" iron rod set;
17. S.62°43'34"E. a distance of 460.73 feet to a 1/2" iron rod set;
18. S.60°42'02"E. a distance of 60.00 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right,
19. Southwesterly along the arc of said curve, a distance of 61.60 feet, said curve having a radius of 1,530.00 feet, a central angle of 02°18'25" and a chord bearing S.30°27'10"W., 61.60 feet to a 1/2" iron rod set;
20. S.31°36'22"W. a distance of 554.86 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
21. Southwesterly, along the arc of said curve to the right a distance of 338.17 feet, said curve having a radius of 530.00 feet, a central angle of 36°33'29", and a chord bearing S.49°53'07"W., 332.46 feet to a 1/2" iron rod set;
22. S.05°52'04"E. a distance of 94.16 feet to a 1/2" iron rod set;
23. S.73°55'11"W. a distance of 185.99 feet to a point on a non-tangent curve to the right;
24. Northerly along the arc of said curve, a distance of 22.74 feet, said curve having a radius of 275.00 feet, a central angle of 04°44'13" and a chord bearing N.13°42'42"W., 22.73 feet to a 1/2" iron rod set;
25. S.76°56'59"W. a distance of 130.04 feet; N.86°07'32"W. a distance of 257.71 feet to a 1/2" iron rod set on the east line of Winterfield Drive and the east line of said Star Ranch Section 7 Phase 5;

THENCE N.03°52'28"E. along the east line of Winterfield Drive and the east line of said Star Ranch Section 7 Phase 5 a distance of 513.02 feet to a 1/2" iron rod set at the northeast corner of Winterfield and the Northeast Corner of Star Ranch Section 7, Phase 5;

THENCE N.86°37'01"W. along the north line of Winterfield Drive and the north line of Star Ranch Section 7 Phase 5 a distance of 70.00 feet to the said Point of Beginning.

Containing 23.303 acres, more or less.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 17 DAY OF May, 2018 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

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

STAR GOLF DEVELOPMENT, INC., SOLE OWNER OF THE CERTAIN 23.303 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017082777 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY, TEXAS THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY, TEXAS MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS STAR RANCH SECTION 7 PHASE 6.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 17th DAY OF May, 2018.

BY: STAR GOLF DEVELOPMENT, INC.

BY: _____
TIM TIMMERMAN, PRESIDENT
2490 FM 685
HUTTO, TEXAS 78634

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TIM TIMMERMAN KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th DAY OF May, 2018.

Amy Little
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

AMY LITTLE
Notary Public, State of Texas
Notary ID# 13073629-8
My Commission Expires
JULY 19, 2020

Amy Little
NOTARY PUBLIC PRINTED OR TYPED NAME

SEAL

MY COMMISSION EXPIRES ON: July 19, 2020

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

I, STEPHEN R. LAWRENCE, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS 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 IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS _____ DAY OF _____, 20____.

5/4/18
STEPHEN R. LAWRENCE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352
STATE OF TEXAS
2900 JAZZ STREET
ROUND ROCK, TX 78664
512-836-4793

STATE OF TEXAS REGISTERED STEPHEN R. LAWRENCE 6352 PROFESSIONAL LAND SURVEYOR

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

I, ISRAEL RAMIREZ, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS, AS THEY MAY APPLY TO THE STAR RANCH DEVELOPMENT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS _____ DAY OF _____, 20____.

5.4.18
ISRAEL RAMIREZ
LICENSED PROFESSIONAL ENGINEER NO. 114495
STATE OF TEXAS
2900 JAZZ STREET
ROUND ROCK, TX 78664
512-836-4793

STATE OF TEXAS ISRAEL RAMIREZ 114495 LICENSED PROFESSIONAL ENGINEER

APPROVAL
CITY OF HUTTO

THIS PLAT IS HEREBY APPROVED FOR RECORDING BY THE CITY COUNCIL THIS 19TH DAY OF April 2018.

Doug Gaul 5/17/18
DOUG GAUL
MAYOR, CITY OF HUTTO DATE

Lisa L. Brown
CITY SECRETARY DATE

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS 18TH DAY OF May, 2018.

Ashley Lumpkin, AICP
CITY OF HUTTO, DEVELOPMENT SERVICES DEPARTMENT

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OF OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. 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 STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

_____ _____
DAN A. GATTIS, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

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

NANCY RISTER, CLERK,
COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: March 6, 2018 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

Commissioners Court - Regular Session **15.**

Meeting Date: 05/29/2018

Discuss consider and take appropriate action on approval of the final plat for the Business Park at Brushy Creek Sectio 2 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 Business Park at Brushy Creek Section 2 subdivision - Pct 4.

Background

This is the next section of the Business Park at Brushy Creek development. It consists of 23 lots and 3,433 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $1,821,763.90 has been posted with the County to cover the cost of the remaining construction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Business Park at Brushy Creek Sec 2

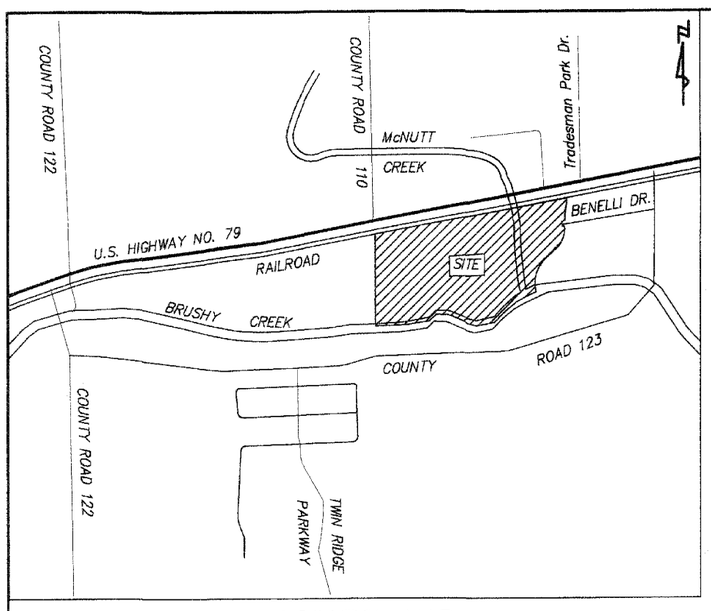
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2018 12:08 PM
Form Started By: Adam Boatright		Started On: 05/24/2018 11:13 AM
Final Approval Date: 05/24/2018		

FINAL PLAT OF

BUSINESS PARK AT BRUSHY CREEK SECTION 2

(ALL OF A 62.91 ACRE TRACT, PART OF 34.44 ACRE TRACT AND A REPLAT OF LOT 7, BLOCK A OF BUSINESS PARK AT BRUSHY CREEK SECTION 1)



LOCATION MAP

SCALE: 1"= 2000'



KEY MAP

NOTES:

1. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
2. A FLOOD PLAIN DEVELOPMENT PERMIT IS REQUIRED FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR OFFICE PRIOR TO ANY DEVELOPMENT ON THE SPECIFIC LOTS THAT HAVE A FLOODPLAIN.
3. THE DEVELOPER, BUILDER, SELLER, OR AGENT SHALL INFORM, IN WRITING, EACH BUYER OF SUBDIVISION LOTS OR PROPERTY LOCATED WITHIN FLOOD HAZARD AREAS THAT SUCH PROPERTY IS AN IDENTIFIED FLOOD HAZARD ARE AND THAT A FLOOD PLAIN DEVELOPMENT PERMIT WILL BE REQUIRED BEFORE A STRUCTURE CAN BE PLACED ON THE PROPERTY. THE WRITTEN NOTICE SHALL BE FILED FOR RECORD IN THE DEED RECORDS OF WILLIAMSON COUNTY. A COPY OF THIS WRITTEN NOTICE SHALL BE PROVIDED WHEN APPLICATIONS ARE MADE FOR FLOOD PLAIN DEVELOPMENT PERMITS.
4. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, GRADING, CHANNEL IMPROVEMENT, OR STORAGE OF MATERIALS OR ANY OTHER CHANGE WITHIN THE 100-YEAR FLOOD PLAIN LOCATED WITHIN THIS PLAT, AN APPLICATION FOR FLOOD PLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE PROJECT AND EXTEND OF CHANGES, IF ANY, TO THE WATERCOURSE OR NATURAL DRAINAGE AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
5. WATER SERVICE WILL BE PROVIDED BY JONAH SPECIAL UTILITY DISTRICT.
6. SANITARY SERVICE WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
7. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
8. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY 2000 WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B10.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
9. THE 1% ANNUAL CHANCE FLOOD BOUNDARY SHOWN ON THIS PLAT WAS DETERMINED BY A STUDY PREPARED BY RANDALL JONES ENGINEERING & ASSOCIATES, INC., PROJECT No. 2456, DATED MAY 1, 2018.
10. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING TWO (2) FEET TO THE BASE FLOOD ELEVATIONS (BFE) AS DETERMINED BY A STUDY PREPARED BY RANDALL JONES ENGINEERING & ASSOCIATES, INC., PROJECT No. 2456, DATED MAY 1, 2018.
11. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE OF THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER
12. BM-01 (BENCHMARK) IS CUT "X" ON THE WEST END OF THE NORTH HEADWALL ON BENELLI DRIVE NEAR LOT 4, BLOCK B OF BUSINESS PARK AT BRUSHY CREEK SECTION 1 WITH AN ELEVATION OF 638.52'.
13. BM-02 (BENCHMARK) IS CUT "X" ON THE EAST END OF THE NORTH HEADWALL ON BENELLI DRIVE NEAR LOT 4, BLOCK B OF BUSINESS PARK AT BRUSHY CREEK SECTION 1 WITH AN ELEVATION OF 638.52'.
14. 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.
15. 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.
16. THE DEVELOPER OF THIS SUBDIVISION IS ONLY RESPONSIBLE TO CONSTRUCT A 140-FOOT STUBOUT OF NORTH STAR RANCH BLVD SOUTH OF BENELLI DR.
17. ALL DRIVEWAYS SHALL BE DIP-STYLE OR STRAIGHT TIE, AS LONG AS THE GRADE BREAKS ARE LESS THAN 15%.
18. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
19. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
20. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED. ALL LOTS SHALL ONLY TAKE ACCESS FROM BENELLI DRIVE.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S02°03'26"E	42.95'
L2	S07°50'21"W	100.00'
L3	S02°03'26"E	58.91'
L4	S12°03'26"E	70.00'
L5	S02°03'26"E	6.53'
L6	N77°56'34"E	207.37'
L7	N77°56'34"E	214.67'
L8	N00°54'37"W	168.19'
L9	N25°21'25"W	22.83'
L10	N24°56'27"W	103.76'
L11	N89°49'31"W	42.55'
L12	N78°34'10"E	183.42'
L13	N55°17'47"W	21.41'
L14	N77°56'34"E	9.47'
L15	N77°56'34"E	340.19'
L16	N77°56'34"E	342.62'
L17	N77°56'34"E	245.00'
L18	N77°56'34"E	174.11'
L19	N01°21'38"E	71.64'
L20	N03°33'21"W	99.48'
L21	N24°54'15"W	46.48'
L22	N21°24'14"W	52.32'
L23	N77°56'34"E	186.61'
L24	N77°56'34"E	21.16'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	43.63	25.00	100°00'00"	N52°03'26"W	38.30
C2	218.18	260.00	48°04'44"	N21°58'57"E	211.83
C3	366.38	340.00	61°44'31"	N15°09'03"E	348.91
C4	16.64	30.00	31°47'18"	N86°09'47"W	16.43
C5	336.03	70.00	275°02'41"	N27°47'28"W	94.54
C6	110.45	70.00	90°24'28"	N64°31'38"E	99.35
C7	51.13	70.00	41°50'59"	N01°36'05"W	50.00
C8	169.24	70.00	138°31'41"	N88°12'35"E	130.93
C9	5.20	70.00	4°15'33"	N16°48'58"E	5.20
C10	33.12	30.00	63°15'23"	N46°18'53"E	31.46
C11	83.74	260.00	18°27'16"	N07°10'13"E	83.38
C12	134.43	260.00	29°37'28"	N31°12'35"E	132.94
C13	34.91	25.00	80°00'00"	N37°56'34"E	32.14
C14	58.73	340.00	9°53'47"	N02°53'28"E	58.65
C15	44.91	260.00	9°53'47"	N02°53'28"E	44.85
C16	34.91	25.00	80°00'00"	N37°56'34"E	32.14
C17	109.51	340.00	18°27'16"	N07°10'13"E	109.04
C18	167.66	340.00	28°15'14"	N01°35'35"W	165.97
C19	175.79	340.00	29°37'28"	N31°12'35"E	173.84
C20	280.18	260.00	61°44'31"	N15°09'03"E	266.82
C21	285.31	340.00	48°04'44"	N21°58'57"E	277.01

MINIMUM FIRST FLOOR ELEVATIONS

LOT	ELEVATION
9	633.50'
10	633.50'
17	637.00'
18	636.00'
22	635.00'
23	634.60'
24	634.50'
27	633.50'
28	633.00'
29	632.80'

SITE DATA:
TOTAL AREA OF SITE: 83.168 ACRES
SURVEY: ROBERT McNUTT SURVEY, ABSTRACT NO. 422
RIGHT OF WAY: 5.98 ACRES
23 LOTS

NEW STREETS:

NAME	LENGTH	DESIGN SPEED	DESIGNATION
BENELLI DRIVE	2523'	30 MPH	PUBLIC
NORTH STAR RANCH BLVD	910'	30 MPH	PUBLIC
TOTAL	3433'		

PROPERTY OWNER:
BRUSHY CREEK RANCH INVESTMENTS, LTD.
P. O. BOX 1279
PFLUGERVILLE, TEXAS 78691

DATE: April 24, 2018

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
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F-10015400

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FINAL PLAT OF

BUSINESS PARK AT BRUSHY CREEK SECTION 2

(ALL OF A 62.91 ACRE TRACT, PART OF 34.44 ACRE TRACT AND A REPLAT OF LOT 7, BLOCK A OF BUSINESS PARK AT BRUSHY CREEK SECTION 1)

SCALE: 1"=100'

0 100' 200' 300' 400'

HIGHWAY 79

MISSOURI PACIFIC / UNION PACIFIC RAILROAD (100' RIGHT OF WAY)

N77°56'34"E 2759.88'

MATCH LINE – SEE SHEET 3

BENELLI DRIVE (70' ROW)

BLOCK A

RJA PROPOSED 100 YR FLOOD PLAIN

FEMA PRELIMINARY 100 YEAR FLOOD PLAIN 1/30/2017

APPROXIMATE CENTERLINE OF BRUSHY CREEK

COUNTY ROAD 123

GORDON, BEVERLY JOHNSON
DOC No. 9835986, ORWC

JIM EMBREE
0.99 ACRE
DOC No. 2011062361, OPRWC

JIM EMBRE
DOC No. 2015070081, OPRWC

TOM RAMSEY, JR
DOC No. 2006003266, OPRWC

BURGESS, CHRISTOPHER & JUDITH
DOC No. 2016015314
OPRWC

LOW WATER CROSSING ON BRUSHY CREEK
CABINET D, SLIDE 389, PRWC

LEGEND:

- ● = 1/2" IRON ROD FOUND
- ○ = IRON ROD SET (1/2" WITH RJ SURVEYING CAP)
- PUE = PUBLIC UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- OSSF = ON SITE SEWAGE FACILITY SETBACK
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TX
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TX
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TX
- BL = BUILDING SETBACK LINE
- JAE = JOINT DRIVEWAY AND ACCESS EASEMENT
- TDE = TEMPORARY DRAINAGE EASEMENT
- WLE = WATER LINE EASEMENT FOR JONAH WATER
- ROW = RIGHT OF WAY
- = 100 YEAR FLOOD PLAIN FEMA PRELIMINARY 100 YEAR FLOOD PLAIN EFFECTIVE JANUARY 30, 2017
- —X— = CHAIN LINK FENCE

DETAIL A

DETAIL B

DATE: April 24, 2018 SCALE: 1" = 100'

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FINAL PLAT OF

BUSINESS PARK AT BRUSHY CREEK SECTION 2

(ALL OF A 62.91 ACRE TRACT, PART OF 34.44 ACRE TRACT AND A REPLAT OF LOT 7, BLOCK A OF BUSINESS PARK AT BRUSHY CREEK SECTION 1)

SCALE: 1"=100'

0 100' 200' 300' 400'

HIGHWAY 79

MISSOURI PACIFIC / UNION PACIFIC RAILROAD (100' RIGHT OF WAY)

POINT OF BEGINNING

NORTH STAR RANCH BLVD.

BENELLI DRIVE

BENELLI DRIVE (70' ROW)

BLOCK A

7 — 1.59 ACRES

8 — 2.22 ACRES

9 — 1.91 ACRES

10 — 3.00 ACRES

11 — 1.59 ACRES

27 — 1.77 ACRES

29 — 1.16 ACRES

28 — 10.55 ACRES

24 — 13.01 ACRES

CEMETERY RESERVED IN VOLUME 353, PAGE 153, DRWC (0.1 ACRE)

APPROXIMATE CENTERLINE OF McNUTT CREEK

APPROXIMATE CENTERLINE OF BRUSHY CREEK

10' ACCESS EASEMENT

25' WLE SEE DETAIL B

PUE SEE DETAIL A

RJA PROPOSED 100 YR FLOOD PLAIN

FEMA PRELIMINARY 100 YEAR FLOOD PLAIN 1/30/2017

NORTH STAR RANCH BOULEVARD 80-FOOT RIGHT-OF-WAY SOUTH OF BENELLI DRIVE IS HEREBY DEDICATED.

BRUSHY CREEK RANCH INVESTMENTS, LTD.
REMAINDER OF 34.44 ACRES
DOC. No. 199963581 OPRWC

LOW WATER CROSSING ON BRUSHY CREEK
CABINET D, SLIDE 389, PRWC

COUNTY ROAD 123

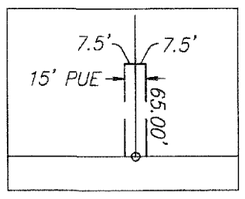
MATCH LINE - SEE SHEET 2

MATCH LINE - SEE SHEET 2

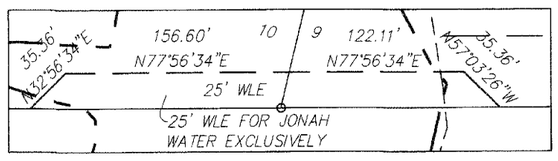
LEGEND:

- ● = 1/2" IRON ROD FOUND
- ○ = IRON ROD SET (1/2" WITH RJ SURVEYING CAP)
- PUE = PUBLIC UTILITY EASEMENT
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- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TX
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- WLE = WATER LINE EASEMENT FOR JONAH WATER
- ROW = RIGHT OF WAY
- = 100 YEAR FLOOD PLAIN FEMA PRELIMINARY 100 YEAR FLOOD
- —x— = CHAIN LINK FENCE

DETAIL A



DETAIL B



DATE: April 24, 2018 SCALE: 1" = 100'

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FINAL PLAT OF

BUSINESS PARK AT BRUSHY CREEK SECTION 2

(ALL OF A 62.91 ACRE TRACT, PART OF 34.44 ACRE TRACT AND A REPLAT OF LOT 7, BLOCK A OF BUSINESS PARK AT BRUSHY CREEK SECTION 1)

THAT PART OF THE ROBERT McNUTT SURVEY, ABSTRACT No. 422, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 34.44 ACRE TRACT OF LAND CONVEYED TO BRUSHY CREEK RANCH INVESTMENTS, LTD., BY DEED RECORDED IN DOCUMENT No. 199963581 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF THAT 62.91 ACRE TRACT OF LAND CONVEYED TO BRUSHY CREEK RANCH INVESTMENTS, LTD., BY DEED RECORDED IN DOCUMENT No. 9923603 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF LOT 7, BLOCK A, BUSINESS PARK AT BRUSHY CREEK SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT No. 2016037787 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO BCBP DEVELOPMENT, LLC, BY DEED RECORDED IN DOCUMENT No. 2015070859 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set in the South Line of the Missouri Pacific / Union Pacific Railroad at the Northeast Corner of said Lot 7 in the West Line of North Star Ranch Boulevard;

THENCE along the East Line of Lot 7 and the West Line of North Star Ranch Boulevard the following six courses:

1. S.02°03'26"E. a distance of 42.95 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
2. Southerly, along the arc of said curve to the right a distance of 44.91 feet, (said curve having a radius of 260.00 feet, a central angle of 09°53'47", and a chord bearing S.02°53'28"W., 44.85 feet) to a 1/2" iron rod set;
3. S.07°50'21"W. a distance of 100.00 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;
4. Southerly, along the arc of said curve to the left a distance of 58.73 feet, (said curve having a radius of 340.00 feet, a central angle of 09°53'47", and a chord bearing S.02°53'28"W., 58.65 feet) to a 1/2" iron rod set;
5. S.02°03'26"E. a distance of 58.91 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
6. Southwesterly, along the arc of said curve to the right a distance of 34.91 feet, (said curve having a radius of 25.00 feet, a central angle of 80°00'00", and a chord bearing S.37°56'34"W., 32.14 feet) to a 1/2" iron rod set in the North Line of Benelli Drive;

THENCE S.77°56'34"W. along the South Line of said Lot 7 and the North Line of Benelli Drive a distance of 21.16 feet to a 1/2" iron rod set;

THENCE S.12°03'26"E. along the West End of Benelli Drive a distance of 70.00 feet to a 1/2" iron rod set at a point;

THENCE N.77°56'34"E. across said 34.44 Acre Tract a distance of 132.01 feet to a 1/2" iron rod set at a point on a non-tangent curve to the left;

THENCE along said West End of Benelli Drive the following two courses:

1. Southwesterly 34.91 feet, along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 80°00'00", and a chord bearing S.37°56'34"W., 32.14 feet to a 1/2" iron rod set;
2. S.02°03'26"E. a distance of 29.45 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;

THENCE across said 34.44 Acre Tract the following four courses:

1. Southwesterly 285.31 feet, along the arc of a curve to the left, said curve having a radius of 340.00 feet, a central angle of 48°04'44", and a chord bearing S.21°58'57"W., 277.01 feet to a 1/2" iron rod set;
2. S.46°01'19"W. a distance of 100.00 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;
3. Southwesterly 280.18 feet, along the arc of a curve to the left, said curve having a radius of 260.00 feet, a central angle of 61°44'31", and a chord bearing S.15°09'03"W., 266.82 feet to a 1/2" iron rod set;
4. S.15°43'12"E. a distance of 193.69 feet to the South Line of said 34.44 Acre Tract in the center of Brushy Creek and the North Line of the plat of Low Water Crossing on Brushy Creek according to the plat thereof recorded in Cabinet D, Slide 389 of the Plat Records of Williamson County, Texas;

THENCE along the South Line of said 34.44 Acre Tract, the center of Brushy Creek, and the North Line of said Low Water Crossing on Brushy Creek the following five courses:

1. S.77°24'01"W. a distance of 78.12 feet;
2. S.56°51'04"W. a distance of 2.10 feet;
3. S.56°51'04"W. a distance of 223.88 feet;
4. S.64°21'06"W. a distance of 145.24 feet;
5. S.59°13'36"W. at 78.51 feet pass the Southwest Corner of said 34.44 Acre Tract and the Southeast Corner of said 62.91 Acre Tract) in all a distance of 174.26 feet;

THENCE along the South Line of said 62.91 Acre Tract, the center of Brushy Creek and the North Line of said Low Water Crossing on Brushy Creek the following six courses:

1. S.48°28'44"W. a distance of 226.85 feet;
2. S.42°55'53"W. a distance of 195.87 feet;
3. S.77°19'56"W. a distance of 256.76 feet;
4. N.76°10'36"W. a distance of 131.96 feet;
5. N.67°51'24"W. (at approximately 36 feet pass the Northwest Corner of Lot 14, of said Low Water Crossing on Brushy Creek) in all a distance of 248.03 feet;

THENCE along the South Line of said 62.91 Acre Tract, the center of Brushy Creek, and the North Line of that tract of land conveyed to Christopher and Judith Burgess by deed recorded in Document No. 2016015314 of the Official Public Records of Williamson County, Texas, the North Line of that tract of land conveyed to Tom Ramsey, Jr., by deed recorded in Document No. 2006003266 of the Official Public Records of Williamson County, Texas; the North Line of those tract conveyed to Jim Embree by deed recorded in Document No. 2011062361 and Document No. 2015070081 of the Official Public Records of Williamson County, Texas, the following five courses:

1. N.73°30'30"W. a distance of 65.16 feet;
2. N.89°51'25"W. a distance of 159.54 feet;
3. S.44°28'19"W. a distance of 135.92 feet;
4. S.80°02'34"W. a distance of 351.40 feet;
5. S.86°30'42"W. a distance of 418.65 feet to the Southwest Corner of said 62.91 Acre Tract and the East Line of that tract of land conveyed to Beverly Johnson Gordon, as recorded in Document No. 9835986 of the Official Records of Williamson County, Texas,;

THENCE N.01°36'05"W along the West Line of said 62.91 Acre Tract and the East Line of said Gordon Tract a distance of 1305.99 feet to a 1/2" iron rod found at the Northwest Corner of said 62.91 Acre Tract in the South Line of said Missouri Pacific / Union Pacific Railroad;

THENCE N.77°56'34"E. along the North Line of said 62.91 Acre Tract (at 1959.15 feet pass the Northeast Corner of said 62.91 Acre Tract and the Northwest Corner of said 34.44 Acre Tract, and at 2138.27 feet pass the Northwest Corner of said Lot 7) in all a distance of 2759.88 feet to the said Point of Beginning.

Containing 83.168 acres, more or less.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 26th DAY OF April, 2018 A.D.

Cindy Bridges

WILLIAMSON COUNTY ADDRESSING COORDINATOR

Cindy Bridges

KNOW ALL MEN BY THESE PRESENTS THAT BCBP DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THAT CERTAIN 77.670 ACRE TRACT OF LAND OUT OF THE A. ROBERT MCNUTT SURVEY, ABSTRACT No. 422, CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NUMBER 2018025509 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING THE OWNER OF LOT 7, BLOCK A, BUSINESS PARK AT BRUSHY CREEK SECTION 1 ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NUMBER 2016037787 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NUMBER 2015070859 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 83.168 ACRES IN ACCORDANCE WITH CHAPTER 232 AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AS SHOWN HEREON, TO BE KNOWN AS "BUSINESS PARK AT BRUSHY CREEK SECTION 2" AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON ON SAID PLAT, SUBJECT TO ANY EASEMENTS AND / OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 24 DAY OF April A. D. 2018

BCBP DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY

BRUCE CASH
P. O. BOX 1279
PFLUGERVILLE, TEXAS 78691

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRUCE CASH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24 DAY OF April 2018.

AMY LITTLE
Notary Public, State of Texas
Notary ID# 13073626-6
My Commission Expires
JULY 19, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES (SEAL)

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT PLAINSCAPITAL BANK, A TEXAS STATE BANK, THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND RECORDED IN DOCUMENT No. 2018025509 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF 18.933 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC USE FOREVER THE STREETS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

PLAINSCAPITAL BANK, A TEXAS STATE BANK

BY: _____
T. SHAUN TUGGLE

STATE OF TEXAS
COUNTY OF

BEFORE ME, A NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED T. Shaun Tuggle, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 24th DAY OF April, A. D., 2018.

NOTARY PUBLIC SIGNATURE

JULIE ZITZ
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-11-2019

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF) APPROVAL:

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT 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 DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

J. Terron Evertson 5/23/18

J. TERRON EVERTSON, PE, DR, CFM — DATE
COUNTY ENGINEER

ENGINEER'S CERTIFICATION

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, COMMUNITY PANEL NUMBER 48491C0515F EFFECTIVE PRELIMINARY JAN. 30, 2017

I, J. KEITH COLLINS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORM WATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

4/24/18

J. KEITH COLLINS — DATE
LICENSED PROFESSIONAL ENGINEER NO. 80579

STATE OF TEXAS
J. KEITH COLLINS
80579
REGISTERED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION

I, STEPHEN R. LAWRENCE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

4/24/18

STEPHEN R. LAWRENCE — DATE
R.P.L.S. NO. 6352
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
STEPHEN R. LAWRENCE
6352
PROFESSIONAL
LAND SURVEYOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OF OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. 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 STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

_____ _____
DAN A. GATTIS, COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

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

THAT 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 ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO.

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

NANCY RISTER, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: April 24, 2018

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

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Commissioners Court - Regular Session **16.**

Meeting Date: 05/29/2018

Discuss consider and take appropriate action on approving a license agreement with Rocky Top Ranch & Rocky Top Estates Owners Association Inc - Pct 3

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 approving a license agreement with Rocky Top Ranch & Rocky Top Estates Owners Association, Inc. - Pct 3.

Background

This license agreement is for the Rocky Top Ranch and Rocky Top Estates development located off of Landons Way, approximately 0.5 miles south of FM 3405. This agreement has been reviewed and approved by legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

License Agreement - Rocky Top Ranch & Rocky Top Estates

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2018 12:08 PM
Form Started By: Adam Boatright		Started On: 05/24/2018 11:32 AM
Final Approval Date: 05/24/2018		

REVOCABLE LICENSE AGREEMENT

THE STATE OF TEXAS *

* **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF WILLIAMSON *

This is a Revocable License Agreement by and between Williamson County, a political subdivision of the State of Texas (hereinafter referred to as "LICENSOR"), and Rocky Top Ranch & Rocky Top Estates Owner's Association, INC., a Texas Corporation, whose address is 725 Camp Springs Lane, Georgetown, TX 78633 (hereinafter referred to as "LICENSEE"), owner of (Rocky Top Ranch) as recorded in Document No. 2014078782 of the Official Public Records of Williamson County, Texas, and located at Rocky Top Ranch ("hereinafter referred to as the "PROPERTY"), Georgetown, Williamson County, Texas. LICENSOR hereby grants a license to the said LICENSEE to permit native plantings and trees and a natural stone sign to reside wholly within the R.O.W. (Right-Of-Way) of the PROPERTY, as shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (hereinafter referred to as Licensed Area), owned and occupied by Williamson County, Texas, but such improvements shall at all times not be in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, improvements and other property, and subject to the following terms and conditions:

Neither the granting of the license, nor any related permit, constitutes an abandonment by LICENSOR of its property, easement or easements, or any other rights in and to the above-described property. LICENSEE expressly stipulating and agreeing by LICENSEE's acceptance of this license that LICENSEE neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to LICENSOR's easement.

LICENSEE hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend the LICENSOR and hold it harmless from any and all liability, claim, cause of action, and cost, including attorneys' fees, and including any acts or omissions of the LICENSOR, its officers, agents, and employees, which may grow out of or be attributable to the granting by the LICENSOR of said license and any supplemental license which may hereafter be issued in connection herewith including any inspections which may be conducted in connection with or pursuant to said license or any supplemental license.

LICENSEE, at its own expense, shall restore or cause to be restored the subject property to as good a condition as existed prior to construction of the improvements which are the subject of this License Agreement. LICENSEE shall pay all costs of relocation of any public utilities or facilities which may be incurred as a result of the proposed construction or actual construction.

LICENSEE agrees to comply with all laws and ordinances in the construction and maintenance of said improvements, and specifically shall abide by Appendix B of the Subdivision Regulations.

A. If an inspection reveals that any part of the structure or facility or other aspect of the Licensed Area does not comply with applicable terms and provisions of the County Subdivision Regulations, the owner of the structure or facility shall be notified and required to make such repairs as are necessary in order to comply with the applicable terms and provisions of the County Subdivision Regulations. If any Licensee fails and refuses to allow the County Commissioner, or his designee, to come upon or enter the Licensed Area for the purpose of making an inspection, he may be prosecuted under the terms of Chapter 232 of the Local Government Code, and the County Commissioner may revoke the revocable license for the Licensed Area, and such action shall be final.

B. The County shall have the right at any and all times upon 30 days written notice to the Licensee, its representatives, successors or assigns, to take possession of and use all or any part of the Licensed Area in the event that such use be reasonably desired or needed by the County for street, sewer, transportation or any other public or municipal use or purpose, and in such event, the County shall have the right to cancel the revocable license as to that portion of the Licensed Area so designated and required by the County.

C. The Licensee shall have the right at any time upon 30 days written notice to the County, to relinquish the use and possession of all or any part of the Licensed Area as it may so determine and to cancel said revocable license as to that part so relinquished.

D. Upon the lawful termination of a revocable license issued hereunder, in whatsoever manner such termination may be made, Licensee, assigns, successors and representatives, bind and obligate themselves to restore the Licensed Area to the original condition as it existed prior to any construction, or to fulfill any other reasonable conditions for the restoration of the Licensed Area which may be acceptable to the County, and should the Licensee, assigns, successors, or representatives fail or refuse to do so within 90 days after such termination then in that event the County may do or have done the work necessary for such purpose at the sole cost, risk, liability and expense of Licensee, their assigns, successors and representatives.

E. Upon written consent of the County, acting by and through the County Commissioner, the Licensee may, at his sole cost, risk liability and expense including public liability and property damage insurance in the amounts specified in Chapter 232 of the Local Government Code, remove, reroute, reconstruct, lower or raise any existing utility lines, public or private sewer lines, water lines, including storm sewers, pipes or conduits presently located within a public street, roadway, sidewalk or easement or the County's right-of-way, provided that before changing or interfering with any such utility lines as described aforesaid, the Licensee shall notify the respective utility companies and the County, owning or operating the aforesaid utility lines, concerning any and all changes, modifications, rerouting of or any interference whatsoever with the aforesaid utility lines, pipes or conduits. Any necessary changes, modifications, rerouting or interference with the aforesaid utility lines, pipes or conduits shall be done under the direction of the representatives of the respective utility companies or the County, as the case may be.

F. After the completion of any construction within a Licensed Area under the terms of a revocable license granted hereunder, should the County desire to lay or construct its utility lines, including sewer lines, water lines, or any other pipes, or conduits under, across, or along said streets within its right-of-way, any and all additional cost for the laying or construction of the aforesaid utility lines, including pipes and conduits, within said street or right-of-way, which may occur by reason of the existence of said construction and any damaged preexisting improvements per Attachment "A" within the Licensed Area, shall be paid for by the County the said Licensor, his assigns, successors and representatives.

G. Solely as between the County and the Licensee, and not for the benefit of any other person, the Licensee, by acceptance of such revocable license, hereby waives any claim he, or any heirs, successors or assigns might have for damages for loss of lateral support to any other improvements hereby contemplated which loss of lateral support might be occasioned by any improvements which the County, its assigns, grantees, or licensees might install or construct.

H. The Licensee, or his successors, assigns, or representatives, by the acceptance of such revocable license, agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless solely the County, any of its agencies, and any person, from all liability, cost or damage on account of Licensee's use, occupancy and maintenance of any part of a public street, roadway, sidewalk or easement or the County's right-of-way and the structures and facilities therein. This indemnity shall continue in force and effect during the existence of any revocable licenses issued under the provisions of this Chapter.

I. No transfer or assignment of any revocable license granted under the terms and provisions of this Chapter shall be effective unless and until:

1. The Licensee has, in writing, advised the County Commissioner of the name and mailing address of the transferee or assignee; and
2. The transferee or assignee has furnished the County Commissioner its written agreement to assume and perform all of the duties, covenants and obligations of the revocable license; and, thereupon, each provision of the revocable license shall be binding upon, and inure to the benefit of, the transferee or assignee of the Licensee.

J. The breach or violation of any one of the terms, provisions, or conditions set forth in this Chapter shall be sufficient to constitute grounds for the cancellation and forfeiture of the revocable license granted under the authority of Chapter 232 of the Local Government Code. Any such cancellation and forfeiture may be exercised upon 20 days written notice by the County to the Licensee, a representative or successor, unless, at the expiration of such time, any such violation or breach has ceased or the Licensee is proceeding with all diligence and good faith to remedy any such violation or breach and thereafter continues without delay with such remedial work or correction until such violation or breach has been completely remedied, and, any person violating any of the provisions of this Chapter may be prosecuted as provided in Chapter 232 of the Local Government Code.

If any person or the owner of land abutting a public street, roadway, sidewalk or easement or the County's right-of-way reveals by his application for a building permit or other authorization of the County that any new, remodeling or renovating construction is desired to be made within any part of a public street, roadway, sidewalk or easement or the County's right-of-way, the requested revocable license will be reviewed for compliance with the terms and provisions of County Subdivision Regulations, and in addition, be subject to the following conditions:

1. The proposed use of a public street, roadway, sidewalk or easement or the County's right-of-way by any person or the abutting land owner shall not interfere with the County's lawful use thereof.

2. The proposed construction within a public street, roadway, sidewalk or easement or the County's right-of-way shall be in accordance with the County's Subdivision Regulations, and any other applicable ordinances and regulations.

M. At all times during the construction and building of any structure within a public street, roadway, sidewalk or easement or the County's right-of-way:

1. The street or highway shall be kept open for vehicular and pedestrian traffic in a reasonable manner and no obstruction of the sidewalks shall be allowed in such a way as to prevent the use thereof by pedestrians;

2. Dirt and other material removed from the building and construction of any such structure within a public street, roadway, sidewalk or easement or the County's right-of-way shall not be allowed to remain on the street or sidewalk, but all such dirt and other materials shall be removed immediately at the sole cost, risk, liability and expense of Licensee;
3. All excavations and obstructions of any kind where allowed during the period of Licensee's construction, shall be properly barricaded, and well illuminated during the night time, all subject to the approval of the Building Official.

N. After the completion of the construction within a Licensed Area, the Licensee shall at his own cost and expense replace any sidewalks and surface of any streets that were damaged or removed in the construction of any structures or facilities in a condition equally as good as they were immediately prior to the time of excavation or construction, and all of such sidewalks and streets shall be maintained in a good and useable condition for one year after said sidewalks or streets have been replaced, all subject to the approval of the County Engineer. All damage, if any, to said sidewalks and streets caused by the construction, use, maintenance and operation by Licensee shall be repaired by and at the cost and expense of the Licensee. In the event Licensee fails or refuses to proceed with diligence with the performance of any work in connection with the replacement, rebuilding or resurfacing of streets and sidewalks within 30 days after receiving written notice from the County Engineer, the County may do such work or cause same to be done, all at the sole risk, cost, liability and expense of Licensee.

O. The Licensee, or his successors, assigns or representatives agree, obligate and bind himself or itself to indemnify and does hereby indemnify and hold and save forever harmless the County, from all liability, cost or damage on account of the construction within a public street, roadway, sidewalk or easement or the County's right-of-way, or on account of using, occupying, preparing, maintaining and operating any such improvements therein.

P. Irrigation operation that is deemed detrimental to the County's infrastructure shall be corrected by the Licensee within 30 days of notice of it being detrimental. The cost of all adjustments are at the sole expense of _Licensee. If after 30 days from the initial notice of detrimental irrigation operations, the County Engineer determines the operations remain unsatisfactory, the irrigation within the County's Right of Way shall be terminated to the extent dictated by the County Engineer at the sole expense of the Licensee.

Q. All signage and sign supports must be approved by the County prior to the initiation of construction.

This license shall expire automatically upon removal of the improvements located upon the property pursuant to this license.

This license shall be effective upon the acceptance of the terms hereof by the LICENSEE, as indicated by the signature of LICENSEE and the approval thereof by the County.

The license shall be filed of record in the Official Records of Williamson County, Texas.

SIGNED and Agreed to on this _____ day of _____, 20__.

(signatures on following page)

LICENSOR:
Williamson County

By: _____
Dan A. Gattis, Williamson County Judge
Williamson County Judge's Office

LICENSEE:

By: _____
John McLaughlin, Owner
JTM-GT, L.P., a Texas Limited Partnership

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 20__, by Judge Dan A. Gattis in his official capacity as Williamson County Judge for Williamson County, on behalf of said corporation.

_____
Notary Public, State of Texas

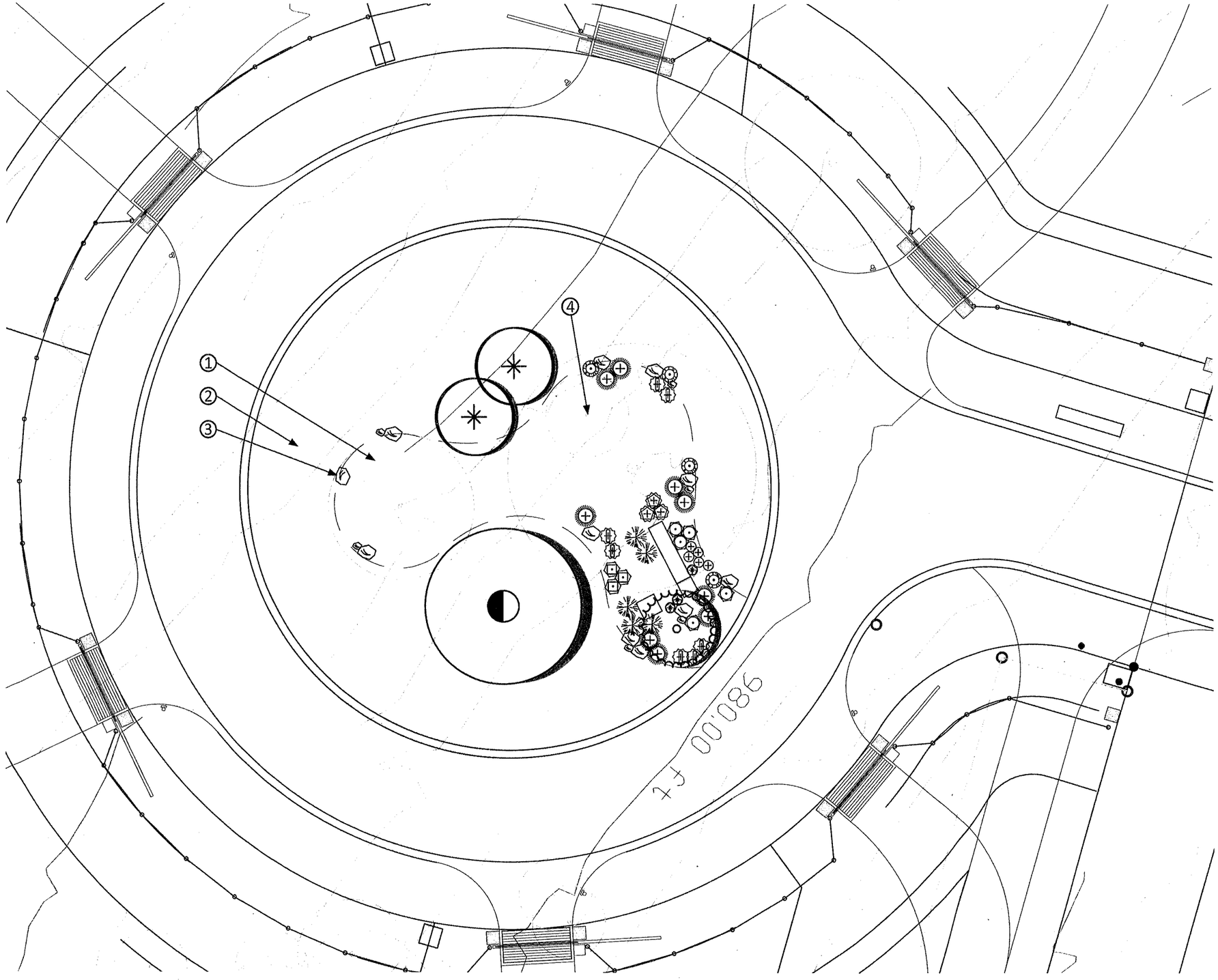
STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 21 day of May, 20__, by John McLaughlin, Owner, in his official capacity as Rocky Top Ranch & Rocky Top Estates Owner's Association, on behalf of said corporation.

RACHEL MARIE ARNOLD
Notary Public, State of Texas
My Commission Expires
October 03, 2019

_____
Notary Public, State of Texas



PLANT SCHEDULE LANDSCAPE ISLAND

DECIDUOUS TREES	QTY	COMMON NAME / BOTANICAL NAME	CONT	CAL	DESCRIPTION
	1	TEXAS RED OAK / QUERCUS TEXANA	100 GAL	4"CAL	10'-12'H X 5'-6'W, 6' TRUNK HT., B&B
FLOWERING TREES	**QTY**	**COMMON NAME / BOTANICAL NAME**	**CONT**	**CAL**	**DESCRIPTION**
	1	TEXAS MOUNTAIN LAUREL / SOPHORA SECUNDIFLORA	15 GAL	1.5"CAL	5'-6'H, CONTAINER GROWN
	2	TEXAS REDBUD / CERCIS CANADENSIS TEXENSIS	65 GAL	3"CAL	8' H X 10' W, CONTAINER GROWN
DECIDUOUS SHRUBS	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**	**DESCRIPTION**	**SPACING**
	3	BUTTERFLY GAURA, WHITE / GAURA LINDHEIMERI	1 GAL	PER TNLA STANDARDS & SPECS	24" O.C.
	5	LANCELEAF TICKSEED / COREOPSIS LANCEOLATA	1 GAL	PER TNLA STANDARDS & SPECS	12" O.C.
	6	PURPLE TRAILING LANTANA / LANTANA MONTEVIDENSIS 'PURPLE'	1 GAL	PER TNLA STANDARDS & SPECS	24" O.C.
	4	ROCK PENSTEMON / PENSTEMON BACCHARIFOLIUS	3 GAL	PER TNLA STANDARDS & SPECS	24" O.C.
	3	TEXAS LANTANA / LANTANA HORRIDA	3 GAL	PER TNLA STANDARDS & SPECS	24" O.C.
GRASSES	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**	**DESCRIPTION**	**SPACING**
	5	BIG MUHLY / MUHLENBERGIA LINDHEIMERI	5 GAL	PER TNLA STANDARDS & SPECS	36" O.C.
SUCCULENTS	**QTY**	**COMMON NAME / BOTANICAL NAME**	**SIZE**	**DESCRIPTION**	**SPACING**
	3	RED YUCCA / HESPERALOE PARVIFLORA	5 GAL	PER TNLA STANDARDS & SPECS	36" O.C.
	9	SPINELESS PRICKLY PEAR / OPUNTIA ELLISIANA	5 GAL	PER TNLA STANDARDS & SPECS	36" O.C.
	7	TWISTLEAF YUCCA / YUCCA RUPICOLA	5 GAL	PER TNLA STANDARDS & SPECS	36" O.C.
MATERIALS	**QTY**	**NAME**	**SIZE**	**DESCRIPTION**	
	17	NATURAL LIMESTONE BOULDERS	VARIES	OWNER TO PROVIDE AND POSITION AS DESIRED	

KEY NOTES

1. 2,212 SF NATURAL AREA TO BE MULCHED WITH RECYCLED CEDAR MULCH GENERATED FROM ON-SITE TREE REMOVAL
2. 5,800 SF TO BE REVEGETATED PER CITY STANDARDS WITH DEER RESISTANT SEED MIX
3. LIMESTONE BOULDERS TO BE FURNISHED AND POSITIONED BY OWNER
4. EXISTING TREE TO BE REMOVED

GENERAL NOTES:

1. ALL PLANTS HAVE BEEN REVIEWED AND SPECIFIED TO BE PERENNIAL IN NATURE AND CORRESPOND WITH SUNLIGHT AND SIZING REQUIREMENTS.
2. OWNER SHALL BE PRESENT DURING POSITIONING OF ALL SHRUBS AND TREES.

N

0 10' 20' 30' 40'

CONCEPTUAL PLANTING PLAN - EXHIBIT 'A'

APRIL 2018

ROCK TOP RANCH & ROCKY TOP ESTATES - GEORGETOWN, TX

studio 16:19

SHADE TREES / ORNAMENTAL TREES


TEXAS RED OAK


TEXAS RED BUD


TX MOUNTAIN LAUREL

SHRUBS


PRICKLY PEAR


TWISTLEAF YUCCA


RED YUCCA


BIG MUHLY


GUARA

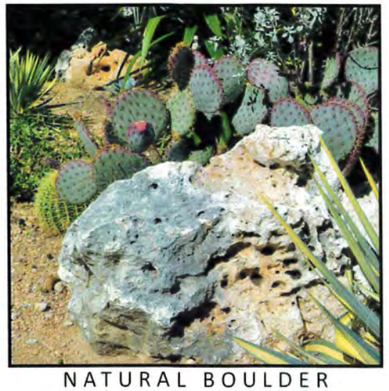

COREOPSIS


TEXAS LANTANA


TRAILING LANTANA


ROCK PENSTEMON

GROUND MATERIAL


NATURAL BOULDER


DEER RESISTANT SEED MIX


GROUND CEDAR MULCH

LANDSCAPE MATERIAL IMAGERY - EXHIBIT 'A'

APRIL 2018

ROCK TOP RANCH & ROCKY TOP ESTATES - GEORGETOWN, TX

studio 16:19

Commissioners Court - Regular Session **17.**

Meeting Date: 05/29/2018

Discuss consider and take appropriate action on approval of the final plat for the Rancho Sienna Section 14 Phase 2 subdivision - Pct 3

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 Rancho Sienna Section 14, Phase 2 subdivision - Pct 3.

Background

This is the next section of the Rancho Sienna development. It consists of 41 single family lots, 2 open space lots, and 1,953 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Rancho Sienna Sec 14 Ph 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2018 12:08 PM
Form Started By: Adam Boatright		Started On: 05/24/2018 11:50 AM
Final Approval Date: 05/24/2018		

FINAL PLAT OF RANCHO SIENNA SECTION 14, PHASE 2

BEING 23.158 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

FIELDNOTE DESCRIPTION:

OF **23.158 ACRES** OF LAND, OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT 1A, 34.166 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2013060667 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A PORTION OF THAT CERTAIN 8.915 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2013109919 OF SAID OFFICIAL PUBLIC RECORDS, A PORTION OF THAT CERTAIN TRACT 3E, 30.103 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2014001964 OF SAID OFFICIAL PUBLIC RECORDS, AND ALL OF THAT CERTAIN TRACT 3, 13.044 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2016118186 OF SAID OFFICIAL PUBLIC RECORDS; SAID **23.158 ACRES** OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND IN THE SOUTHERLY RIGHT-OF-WAY LINE OF PIENZA DRIVE (50' R.O.W.), BEING THE NORTHWESTERLY CORNER OF LOT 23, BLOCK R, RANCHO SIENNA SECTION 14, PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015107628 OF SAID OFFICIAL PUBLIC RECORDS, BEING THE SOUTHEASTERLY CORNER OF SAID 13.044 ACRE TRACT AND HEREOF;

THENCE, LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF PIENZA DRIVE, ALONG THE SOUTHERLY LINE OF SAID 13.044 ACRE TRACT, BEING THE NORTHERLY LINE OF SAID LOT 23, FOR THE SOUTHERLY LINE HEREOF, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) S20°59'12"W, A DISTANCE OF 114.11 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
2) S33°34'07"W, A DISTANCE OF 91.99 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
3) S45°09'22"W, A DISTANCE OF 91.82 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
4) S56°41'12"W, A DISTANCE OF 91.38 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
5) S68°12'06"W, A DISTANCE OF 91.11 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
6) S74°00'42"W, A DISTANCE OF 92.53 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
7) N85°07'16"W, A DISTANCE OF 186.70 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND IN THE NORTHERLY LINE OF LOT 40, BLOCK R OF SAID RANCHO SIENNA SECTION 14, PHASE 1, BEING THE SOUTHWESTERLY CORNER OF SAID LOT 23, FOR THE SOUTHWESTERLY CORNER OF SAID 13.044 ACRE TRACT AND HEREOF;

THENCE, ALONG THE WESTERLY LINE OF SAID 13.044 ACRE TRACT, BEING THE EASTERLY LINES OF LOTS 9, 40-55 AND THE NORTHERLY LINE OF LOT 55 OF SAID BLOCK R, RANCHO SIENNA SECTION 14, PHASE 1, FOR A PORTION OF THE WESTERLY LINE HEREOF, THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES:

1) N47°03'58"W, A DISTANCE OF 26.18 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
2) N59°38'36"W, A DISTANCE OF 94.17 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
3) N61°41'33"W, A DISTANCE OF 85.51 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
4) N61°33'08"W, A DISTANCE OF 70.23 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
5) N51°58'38"W, A DISTANCE OF 64.68 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
6) N44°19'41"W, A DISTANCE OF 61.32 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
7) N33°37'06"W, A DISTANCE OF 54.23 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
8) N05°18'13"W, A DISTANCE OF 25.81 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
9) N23°51'23"W, A DISTANCE OF 74.65 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
10) N03°17'45"W, A DISTANCE OF 65.22 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
11) N09°03'02"E, A DISTANCE OF 67.78 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
12) N13°14'03"E, A DISTANCE OF 82.77 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
13) N18°16'38"E, A DISTANCE OF 97.34 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
14) N14°47'58"E, A DISTANCE OF 163.08 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
15) N14°29'40"E, A DISTANCE OF 158.57 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE NORTHEASTERLY CORNER OF SAID LOT 55;
16) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 16°30'03", AN ARC LENGTH OF 106.56 FEET, AND A CHORD WHICH BEARS, N85°20'25"W, A DISTANCE OF 106.19 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE END OF SAID CURVE;
17) S86°24'34"W, A DISTANCE OF 49.52 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND IN THE EASTERLY RIGHT-OF-WAY LINE OF RANCHO SIENNA LOOP (50' R.O.W.), BEING THE NORTHWESTERLY CORNER OF SAID LOT 55;

THENCE, LEAVING THE NORTHWESTERLY CORNER OF SAID LOT 55, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF RANCHO SIENNA LOOP, BEING IN PART, THE WESTERLY LINE OF SAID 13.044 ACRE TRACT, AND IN PART, OVER AND ACROSS SAID 34.166 ACRE TRACT, FOR A PORTION OF THE WESTERLY LINE HEREOF, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) N03°35'26"W, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
2) ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, AND A CHORD WHICH BEARS, N48°35'26"W, A DISTANCE OF 35.36 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE END OF SAID CURVE;
3) N03°35'26"W, A DISTANCE OF 318.74 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;
4) ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 36°25'31", AN ARC LENGTH OF 273.37 FEET, AND A CHORD WHICH BEARS, N21°49'34"W, A DISTANCE OF 268.79 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE NORTHERLY LINE OF SAID 34.166 ACRE TRACT, BEING THE SOUTHEASTERLY CORNER OF LOT 8, BLOCK S, RANCHO SIENNA SECTION 2, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2008080447 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE NORTHWESTERLY CORNER HEREOF;

THENCE, LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF RANCHO SIENNA LOOP, ALONG THE NORTHERLY LINE OF SAID 34.166 ACRE TRACT, BEING THE EASTERLY AND NORTHERLY LINES OF SAID LOT 8, BLOCK S, FOR A PORTION OF THE NORTHERLY LINE HEREOF, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) N33°02'41"E, A DISTANCE OF 260.85 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND;
2) N23°54'29"E, A DISTANCE OF 333.09 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND AT THE NORTHEASTERLY CORNER OF SAID LOT 8, BLOCK S;
3) N57°14'57"W, A DISTANCE OF 14.91 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND AT THE SOUTHEASTERLY CORNER OF LOT 13 OF SAID BLOCK S, RANCHO SIENNA SECTION 2;

THENCE, N33°03'55"E, LEAVING THE NORTHERLY LINE OF SAID LOT 8, ALONG THE NORTHERLY LINE OF SAID 34.166 ACRE TRACT, BEING THE EASTERLY LINE OF SAID LOT 13, BLOCK S, FOR A PORTION OF THE NORTHERLY LINE HEREOF, A DISTANCE OF 94.78 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE NORTHEASTERLY CORNER OF SAID LOT 13, BLOCK S, BEING THE COMMON SOUTHERLY CORNER OF LOTS 16 AND 17 OF SAID BLOCK S, RANCHO SIENNA SECTION 2, ALSO BEING THE NORTHEASTERLY CORNER OF SAID 34.166 ACRE TRACT, FOR THE MOST NORTHERLY CORNER HEREOF;

THENCE, LEAVING THE COMMON EASTERLY CORNER OF SAID LOTS 13 AND 16, BLOCK S, ALONG THE EASTERLY LINE OF SAID 34.166 ACRE TRACT, BEING THE WESTERLY LINES OF LOTS 17-25 OF SAID BLOCK S, RANCHO SIENNA SECTION 2, FOR A PORTION OF THE NORTHERLY LINE HEREOF, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) S51°31'07"E, A DISTANCE OF 57.96 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
2) S31°49'00"E, A DISTANCE OF 49.37 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND;
3) S11°51'03"E, A DISTANCE OF 56.18 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND;
4) S04°07'41"E, A DISTANCE OF 299.85 FEET TO A 1/2 INCH IRON ROD WITH "TRI-TECH" CAP FOUND;
5) S40°34'39"E, A DISTANCE OF 182.85 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND IN THE NORTHERLY LINE OF LOT 40, BLOCK S, RANCHO SIENNA SECTION 5B, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2014033318 OF SAID OFFICIAL PUBLIC RECORDS, BEING THE SOUTHWESTERLY CORNER OF SAID LOT 25, BLOCK S, FOR THE NORTHEASTERLY CORNER HEREOF;

THENCE, LEAVING THE SOUTHWESTERLY CORNER OF SAID LOT 25, BLOCK S, CONTINUING ALONG THE EASTERLY LINE OF SAID 34.166 ACRE TRACT, BEING THE NORTHERLY AND WESTERLY LINES OF LOTS 40-45, BLOCK S, RANCHO SIENNA SECTION 5B, FOR A PORTION OF THE EASTERLY LINE HEREOF, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) S65°04'24"W, A DISTANCE OF 84.65 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND;
2) S05°54'55"W, A DISTANCE OF 157.41 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND;
3) S29°31'21"E, A DISTANCE OF 19.10 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND;
4) S31°28'07"E, A DISTANCE OF 67.54 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND;
5) S32°48'20"E, A DISTANCE OF 53.64 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND;
6) S51°21'14"E, A DISTANCE OF 97.99 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND IN THE NORTHERLY LINE OF SAID 8.915 ACRE TRACT, BEING THE SOUTHEASTERLY CORNER OF SAID 34.166 ACRE TRACT, ALSO BEING THE COMMON WESTERLY CORNER OF LOTS 45 AND 46 OF SAID BLOCK S, RANCHO SIENNA SECTION 5B, FOR AN ANGLE POINT HEREOF;

THENCE, LEAVING THE SOUTHWESTERLY CORNER OF SAID LOT 45, BLOCK S, ALONG WESTERLY LINES OF LOTS 46-53, BLOCK S, RANCHO SIENNA SECTION 5B AND LOT 54, BLOCK S, RANCHO SIENNA SECTION 8, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2014099344 OF SAID OFFICIAL PUBLIC RECORDS, OVER AND ACROSS SAID 8.915 ACRE TRACT AND SAID 30.103 ACRE TRACT, FOR A PORTION OF THE EASTERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) S50°34'11"E, A DISTANCE OF 50.08 FEET TO A 1/2 INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND;
2) S46°16'40"E, A DISTANCE OF 408.40 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE NORTHWESTERLY CORNER OF LOT 30, AMENDED FINAL PLAT OF LOT 30, BLOCK P OF RANCHO SIENNA SECTION 14, PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2016078199 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE, S51°01'34"W, LEAVING THE WESTERLY LINE OF SAID LOT 54, BLOCK S, ALONG THE WESTERLY LINE OF SAID LOT 30, FOR A PORTION OF THE EASTERLY LINE HEREOF, A DISTANCE OF 227.49 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE NORTHWESTERLY CORNER OF LOT 10, BLOCK P, RANCHO SIENNA SECTION 15, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015107481 OF SAID OFFICIAL PUBLIC RECORDS, BEING THE NORTH EASTERLY CORNER OF SAID 13.044 ACRE TRACT, ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 30;

THENCE, S51°01'34"W, LEAVING THE SOUTHWESTERLY CORNER OF SAID LOT 30, ALONG THE EASTERLY LINE OF SAID 13.044 ACRE TRACT, BEING THE WESTERLY LINE OF SAID LOT 10, BLOCK S, RANCHO SIENNA SECTION 15, FOR A PORTION OF THE EASTERLY LINE HEREOF, A DISTANCE OF 130.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF PIENZA DRIVE, BEING THE SOUTHWESTERLY CORNER OF SAID LOT 10, BLOCK S, RANCHO SIENNA SECTION 15;

THENCE, N38°58'26"W, LEAVING THE SOUTHWESTERLY CORNER OF SAID LOT 10, BLOCK S, RANCHO SIENNA SECTION 15, CONTINUING ALONG THE EASTERLY LINE OF SAID 13.044 ACRE TRACT, BEING THE NORTHERLY RIGHT-OF-WAY LINE OF PIENZA DRIVE, FOR A PORTION OF THE EASTERLY LINE HEREOF, A DISTANCE OF 9.92 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE NORTH EASTERLY CORNER OF THE NORTHERLY TERMINUS OF PIENZA DRIVE;

THENCE, S51°01'34"W, CONTINUING ALONG THE EASTERLY LINE OF SAID 13.044 ACRE TRACT, ALONG THE NORTHERLY TERMINUS OF PIENZA DRIVE, FOR A PORTION OF THE EASTERLY LINE HEREOF, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE SOUTHEASTERLY CORNER OF THE NORTHERLY TERMINUS OF PIENZA DRIVE;

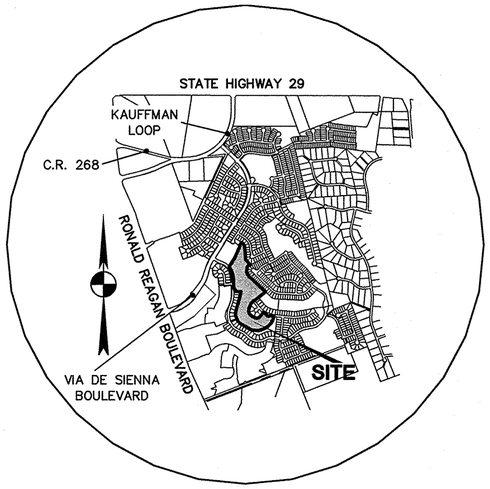
THENCE, S38°58'26"E, CONTINUING ALONG THE EASTERLY LINE OF SAID 13.044 ACRE TRACT, BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF PIENZA DRIVE, FOR A PORTION OF THE EASTERLY LINE HEREOF, A DISTANCE OF 5.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE NORTHEASTERLY CORNER OF LOT 12, BLOCK T, OF SAID RANCHO SIENNA SECTION 15;

THENCE, LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF PIENZA DRIVE, CONTINUING ALONG THE EASTERLY LINE OF SAID 13.044 ACRE TRACT, BEING THE REAR LINES OF LOTS 12-16 OF SAID BLOCK T, RANCHO SIENNA SECTION 15, FOR A PORTION OF THE EASTERLY LINE HEREOF, THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

1) S50°21'31"W, A DISTANCE OF 73.33 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
2) S19°16'20"W, A DISTANCE OF 77.50 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
3) S17°14'58"W, A DISTANCE OF 75.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
4) S05°33'35"W, A DISTANCE OF 69.86 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
5) S21°58'31"E, A DISTANCE OF 68.34 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
6) S49°42'15"E, A DISTANCE OF 71.34 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
7) S61°39'37"E, A DISTANCE OF 79.50 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
8) S75°21'30"E, A DISTANCE OF 60.81 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
9) N77°01'08"E, A DISTANCE OF 65.23 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
10) N41°29'02"E, A DISTANCE OF 63.18 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;
11) N33°51'05"E, A DISTANCE OF 98.58 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND IN THE CURVING SOUTHERLY RIGHT-OF-WAY LINE OF PIENZA DRIVE, BEING THE NORTHEASTERLY CORNER OF SAID LOT 16, BLOCK T;

THENCE, LEAVING THE NORTHEASTERLY CORNER OF SAID LOT 16, BLOCK T, CONTINUING ALONG THE EASTERLY LINE OF SAID 13.044 ACRE TRACT, BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF PIENZA DRIVE, FOR A PORTION OF THE EASTERLY LINE HEREOF, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 10°34'54", AN ARC LENGTH OF 96.96 FEET, AND A CHORD WHICH BEARS, S61°52'30"E, A DISTANCE OF 96.82 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE POINT OF CURVATURE OF A REVERSE CURVE TO THE RIGHT;
2) ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°31'00", AN ARC LENGTH OF 37.31 FEET, AND A CHORD WHICH BEARS, S24°24'27"E, A DISTANCE OF 33.95 FEET TO A COTTON SPINDLE FOUND AT THE POINT OF TANGENCY OF SAID CURVE;
3) S18°21'03"W, A DISTANCE OF 1.68 FEET TO A PK NAIL WITH "BURY" WASHER FOUND FOR AN ANGLE POINT;
4) S71°38'57"E, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
5) ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, AND A CHORD WHICH BEARS, N63°21'03"E, A DISTANCE OF 35.36 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE END OF SAID CURVE;
6) S71°38'57"E, A DISTANCE OF 33.43 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
7) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 12°55'45", AN ARC LENGTH OF 73.34 FEET, AND A CHORD WHICH BEARS, S78°06'49"E, A DISTANCE OF 73.18 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE POINT OF TANGENCY OF SAID CURVE;
8) S84°34'42"E, A DISTANCE OF 3.27 FEET TO THE **POINT OF BEGINNING,** CONTAINING AN AREA OF **23.158 ACRES** OR (1,008,765 SQUARE FEET) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.



VICINITY MAP
N.T.S.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET AND FIELD NOTE DESCRIPTION
2	FINAL PLAT LAYOUT, PLAT NOTES
3	LINE AND CURVE TABLES
4	CERTIFICATIONS AND SIGNATURES

GENERAL INFORMATION:

OWNER.....NASH RANCHO HILLS, LLC
TOTAL ACREAGE.....23.158 ACRES
SURVEY OF.....GREENLEAF FISK SURVEY(A-5)
DATE.....JANUARY, 2018
OF SINGLE FAMILY LOTS.....41
OF OPEN SPACE LOTS.....2
TOTAL # OF LOTS.....43
OF BLOCKS.....3

OWNER/DEVELOPER
NASH RANCHO HILLS, LLC
13809 RESEARCH BOULEVARD, SUITE 475
AUSTIN, TEXAS 78750
(512) 244-6667 FAX (512) 244-6875

ENGINEER
Stantec Consulting Services, Inc.
1905 ALDRICH STREET, SUITE 300
AUSTIN, TEXAS 78723
(512) 328-0011 FAX (512) 328-0325

SURVEYOR
Stantec Consulting Services, Inc.
1905 ALDRICH STREET, SUITE 300
AUSTIN, TEXAS 78723
(512) 328-0011 FAX (512) 328-0325

RANCHO SIENNA SECTION 14, PHASE 2 STREET SUMMARY

STREET NAME	LENGTH	DESIGN SPEED
CATANI LOOP	1371 LINEAR FEET	25 MILES PER HOUR
PIENZA DRIVE	582 LINEAR FEET	25 MILES PER HOUR

FINAL PLAT OF RANCHO SIENNA SECTION 14, PHASE 2
DATE: JANUARY, 2018

Stantec
1905 Aldrich Street, Suite 300
Austin, Texas 78723
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # 10194230

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FN. NO. 18-006(MJR) DRAWN BY: MJR Approved by: JTB Project No.: 222010920 File: V:\2220\ACTIVE\222010197\SURVEY\222010197PL1.dwg

FINAL PLAT OF RANCHO SIENNA SECTION 14, PHASE 2

BEING 23.158 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO DERIVE GRID VALUES, MULTIPLY BY A COMBINED SCALE FACTOR OF 0.99986.

0 50 100 150 200
1"=100'

REMAINDER OF TRACT 4A 50.407 ACRES
NASH RANCHO HILLS, LLC
DOCUMENT NO.
2015038403

REMAINDER OF TRACT 2
9.018 ACRES
NASH RANCHO HILLS, LLC
DOCUMENT NO.
2017117634

REMAINDER OF TRACT 1A
34.166 ACRES
NASH RANCHO HILLS, LLC
DOCUMENT NO. 2013060667

SIENNA WAY (50' R.O.W.)

RANCHO SIENNA 3 SECTION 12A
DOCUMENT NO. 2013081958

RANCHO SIENNA SECTION 2
DOCUMENT NO.
2008080447

RANCHO SIENNA LOOP (60' R.O.W.)

RANCHO SIENNA SECTION 14, PHASE 1
DOCUMENT NO.
2015107628

CATANI LOOP (50' R.O.W.)

PIENZA DRIVE (50' R.O.W.)

VENTUNO COVE (50' R.O.W.)

SAN MINIATO STREET (50' R.O.W.)

SANTA MARIA STREET (50' R.O.W.)

GREENLEAF FISK SURVEY
ABSTRACT NO. 5

RANCHO SIENNA SECTION 15
DOCUMENT NO. 2015107481

AMENITY AREA

30 O/S & D/E

AMENDED FINAL PLAT OF LOT 30, BLOCK P OF RANCHO SIENNA SECTION 14, PHASE 1 DOCUMENT NO. 2016078199

AMENDED FINAL PLAT OF LOT 30, BLOCK P OF RANCHO SIENNA SECTION 15 DOCUMENT NO. 2016078240

RANCHO SIENNA SECTION 5B DOCUMENT NO. 2014033318

RANCHO SIENNA SECTION 8 DOCUMENT NO. 2014099344

23 O/S

P.O.B.

PLAT NOTES:

1. THIS PLAT LIES WITHIN THE BOUNDARY OF THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 12 (WCMUD 12). WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED THROUGH SERVICE AGREEMENTS ENTERED INTO BETWEEN WCMUD 12 AND THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AND THE LCRA. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN SEWER SERVICE WILL BE PROVIDED BY THE CITY OF LIBERTY HILL.
2. BUILDING SLAB ELEVATION SHALL BE A MINIMUM OF ONE (1) FOOT ABOVE ANY POINT ON THE LOT WITHIN FIVE (5) FEET OF THE PERIMETER OF THE BUILDING.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
5. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
6. THE OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
7. NO CONSTRUCTION IN THIS SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED, IN WRITING, THE WATER POLLUTION ABATEMENT PLAN (WPAP).
8. SIDEWALKS LOCATED ADJACENT TO OPEN SPACE AND HOMEOWNER ASSOCIATION LOTS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SIDEWALKS LOCATED ADJACENT TO SINGLE FAMILY RESIDENTIAL LOTS (WITHIN PUBLIC RIGHT OF WAY) SHALL BE MAINTAINED BY THE RESPECTIVE ADJACENT PROPERTY OWNER.
9. FENCE/WALL EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT AND MAINTENANCE OF FENCES/WALLS LOCATED WITHIN THESE EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. PEC EASEMENTS SHALL BE LOCATED AS FOLLOWS: FRONT EASEMENT SHALL BE A STRIP OF LAND TEN (10') FEET IN WITH LOCATED ALONG ALL RIGHT-OF-WAYS (ROADS) AND SIDE-LOT EASEMENT SHALL BE TWO AND ONE HALF (2.5') FEET IN WIDTH LOCATED ALONG ALL SIDE LOT LINES AS NEEDED FOR THE CONSTRUCTION OF SAID DISTRIBUTION POWER LINE IN THE SUBDIVISION, THE CENTERLINE OF SUCH EASEMENT TO BE LOCATED ALONG THE COMMON BOUNDARY LINE OF EACH RESIDENTIAL SINGLE-FAMILY LOT. THE PURPOSE OF AN UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM CONSISTING OF VARIABLE NUMBER OF UNDERGROUND CABLES AND ALL NECESSARY OR DESIRABLE APPURTENANCES (INCLUDING CONDUITS, PRIMARY CABLES, SECONDARY CONDUCTORS, ENCLOSURES, CONCRETE PADS, GROUND RODS, GROUND CLAMPS, TRANSFORMERS, CABLE TERMINATORS, CABLE RISER SHIELDS, CUTOUTS, AND LIGHTING ARRESTORS OVERGROUND) AT OR NEAR THE GENERAL COURSE WHICH SHALL BECOME FIXED AT THE LOCATION OF BURIED BY GRANTEE, THROUGH, ACROSS, AND UNDER THE DESCRIBED LOCATIONS WITHIN THIS FINAL PLAT. TOGETHER WITH THE
RIGHT OF INGRESS AND EGRESS OVER THE SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, PULLING NEW WIRE ON, MAINTAINING AND REMOVING SAID LINES AND APPURTENANCES; THE RIGHT TO RELOCATE WITHIN THE LIMITS OF SAID RIGHT-OF-WAY; THE RIGHT TO RELOCATE SAID FACILITIES IN THE SAME RELATIVE POSITION TO ANY ADJACENT ROAD IF AND SUCH ROAD IS WIDENED IN THE FUTURE; THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR THEIR APPURTENANCES.
11. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE FROM LIENS.
12. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ETC., (UNLESS PREVIOUSLY APPROVED WITH THE CONSTRUCTION PLANS) IS PROHIBITED WITHOUT OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
13. LOT 9, BLOCK R MAY NOT BE FURTHER SUBDIVIDED.
14. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

FINAL PLAT OF RANCHO SIENNA SECTION 14, PHASE 2

DATE: JANUARY, 2018

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1905 Aldrich Street, Suite 300
Austin, Texas 78723
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # 10194230

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SHEET 2 OF 4

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FINAL PLAT OF RANCHO SIENNA SECTION 14, PHASE 2

BEING 23.158 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	106.56'	370.00'	16°30'03"	N85°20'25"W	106.19'
C2	39.27'	25.00'	90°00'00"	N48°35'26"W	35.36'
C3	273.37'	430.00'	36°25'31"	N21°49'34"W	268.79'
C4	96.96'	525.00'	10°34'54"	S61°52'30"E	96.82'
C5	37.31'	25.00'	85°31'00"	S24°24'27"E	33.95'
C6	39.27'	25.00'	90°00'00"	N63°21'03"E	35.36'
C7	73.34'	325.00'	12°55'45"	S78°06'49"E	73.18'
C8	186.94'	370.00'	28°56'56"	S62°36'55"E	184.96'
C9	43.02'	25.00'	98°36'04"	S01°09'35"W	37.91'
C10	142.01'	245.00'	33°12'39"	S33°51'18"W	140.03'
C11	438.61'	325.00'	77°19'31"	S21°24'47"E	406.08'
C12	556.66'	314.00'	101°34'24"	N69°08'15"E	486.57'
C13	468.02'	264.00'	101°34'24"	S69°08'15"W	409.09'
C14	371.13'	275.00'	77°19'31"	N21°24'47"W	343.60'
C15	113.03'	195.00'	33°12'39"	N33°51'18"E	111.45'
C16	39.52'	25.00'	90°33'57"	S84°15'24"E	35.53'
C17	400.36'	420.00'	54°37'00"	N66°16'56"W	385.38'
C18	42.29'	245.00'	9°53'25"	S45°30'54"W	42.24'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C19	63.66'	245.00'	14°53'16"	S33°07'34"W	63.48'
C20	36.06'	245.00'	8°25'57"	S21°27'57"W	36.03'
C21	34.27'	325.00'	6°02'32"	S14°13'42"W	34.26'
C22	65.11'	325.00'	11°28'42"	S05°28'05"W	65.00'
C23	65.11'	325.00'	11°28'42"	S06°00'37"E	65.00'
C24	65.11'	325.00'	11°28'42"	S17°29'19"E	65.00'
C25	22.72'	325.00'	4°00'17"	S25°13'49"E	22.71'
C26	63.86'	325.00'	11°15'28"	S32°51'41"E	63.75'
C27	65.21'	325.00'	11°29'43"	S44°14'17"E	65.10'
C28	57.23'	325.00'	10°05'24"	S55°01'51"E	57.16'
C29	58.81'	314.00'	10°43'52"	S65°26'29"E	58.72'
C30	64.83'	314.00'	11°49'46"	S76°43'18"E	64.71'
C31	64.81'	314.00'	11°49'32"	S88°32'57"E	64.69'
C32	64.90'	314.00'	11°50'34"	N79°36'59"E	64.79'
C33	64.82'	314.00'	11°49'39"	N67°46'53"E	64.70'
C34	64.88'	314.00'	11°50'16"	N55°56'55"E	64.76'
C35	64.97'	314.00'	11°51'17"	N44°06'08"E	64.85'
C36	64.80'	314.00'	11°49'29"	N32°15'45"E	64.69'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C37	43.84'	314.00'	7°59'58"	N22°21'02"E	43.80'
C38	73.76'	264.00'	16°00'28"	S26°21'17"W	73.52'
C39	130.65'	264.00'	28°21'17"	S48°32'09"W	129.32'
C40	131.83'	264.00'	28°36'40"	S77°01'08"W	130.47'
C41	122.72'	264.00'	26°38'04"	N75°21'30"W	121.62'
C42	9.06'	264.00'	1°57'55"	N61°03'30"W	9.05'
C43	117.23'	275.00'	24°25'29"	N47°51'49"W	116.34'
C44	130.62'	275.00'	27°12'53"	N22°02'38"W	129.40'
C45	123.28'	275.00'	25°41'09"	N04°24'23"E	122.25'
C46	8.40'	195.00'	2°28'04"	N18°29'00"E	8.40'
C47	104.63'	195.00'	30°44'35"	N35°05'19"E	103.38'
C48	53.65'	420.00'	7°19'08"	N42°38'00"W	53.61'
C49	66.65'	420.00'	9°05'34"	N50°50'21"W	66.58'
C50	67.51'	420.00'	9°12'36"	N59°59'26"W	67.44'
C51	67.08'	420.00'	9°09'05"	N69°10'16"W	67.01'
C52	67.08'	420.00'	9°09'05"	N78°19'21"W	67.01'
C53	67.08'	420.00'	9°09'05"	N87°28'25"W	67.01'
C54	11.30'	420.00'	1°32'29"	S87°10'48"W	11.30'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S20°59'12"W	114.11'
L2	S33°34'07"W	91.99'
L3	S45°09'22"W	91.82'
L4	S56°41'12"W	91.38'
L5	S68°12'06"W	91.11'
L6	S74°00'42"W	92.53'
L7	N47°03'58"W	26.18'
L8	N59°38'36"W	94.17'
L9	N61°41'33"W	85.51'
L10	N61°33'08"W	70.23'
L11	N51°58'38"W	64.68'
L12	N44°19'41"W	61.32'
L13	N33°37'06"W	54.23'
L14	N5°18'13"W	25.81'
L15	N23°51'23"W	74.65'
L16	N3°17'45"W	65.22'
L17	N9°03'02"E	67.78'
L18	N13°14'03"E	82.77'

LINE TABLE		
NO.	BEARING	DISTANCE
L19	N18°16'38"E	97.34'
L20	S86°24'34"W	49.52'
L21	N3°35'26"W	50.00'
L22	N57°14'57"W	14.91'
L23	N33°03'55"E	94.78'
L24	S51°31'07"E	57.96'
L25	S31°49'00"E	49.37'
L26	S11°51'03"E	56.18'
L27	S65°04'24"W	84.65'
L28	S5°54'55"W	157.41'
L29	S29°31'21"E	19.10'
L30	S31°28'07"E	67.54'
L31	S32°48'20"E	53.64'
L32	S51°21'14"E	97.99'
L33	S50°34'11"E	50.08'
L34	S51°01'34"W	130.00'
L35	N38°58'26"W	9.92'
L36	S51°01'34"W	50.00'

LINE TABLE		
NO.	BEARING	DISTANCE
L37	S38°58'26"E	5.00'
L38	S50°21'31"W	73.33'
L39	S19°16'20"W	77.50'
L40	S17°14'58"W	75.00'
L41	S5°33'35"W	69.86'
L42	S21°58'31"E	68.34'
L43	S49°42'15"E	71.34'
L44	S61°39'37"E	79.50'
L45	S75°21'30"E	60.81'
L46	N77°01'08"E	65.23'
L47	N41°29'02"E	63.18'
L48	N33°51'05"E	98.58'
L49	S18°21'03"W	1.68'
L50	S71°38'57"E	50.00'
L51	S71°38'57"E	33.43'
L52	S50°27'37"W	14.20'
L53	S60°04'33"E	85.05'
L54	N18°21'03"E	17.76'

LINE TABLE		
NO.	BEARING	DISTANCE
L55	S18°21'03"W	17.76'
L56	N60°04'33"W	85.05'
L57	N50°27'37"E	17.62'
L58	S38°58'26"E	111.06'
L59	S86°24'34"W	49.52'
L60	N87°16'57"E	89.48'
L61	S86°41'12"E	88.59'
L62	S77°43'38"E	88.42'
L63	S68°15'38"E	88.24'
L64	S58°31'54"E	88.52'
L65	S51°01'56"E	87.22'
L66	S41°42'18"E	84.42'
L67	S39°05'31"E	80.77'
L68	S38°58'26"E	71.00'
L69	S66°46'20"W	160.77'
L70	S66°08'37"W	169.52'
L71	S84°34'42"E	3.27'

LEGEND

O	1/2" IRON ROD WITH "STANTEC" CAP SET
$\bullet_{CAP}$	1/2" IRON ROD WITH "BURY" CAP FOUND
$\bullet_{CAP\ "TRI-TECH"}$	1/2" IRON ROD WITH "TRI-TECH SURVEYING" CAP FOUND
$\bullet_{CAP\ "RJ"}$	1/2" IRON ROD WITH "RJ SURVEYING" CAP FOUND
$\blacktriangle_{PK}$	PK NAIL WITH "BURY" WASHER FOUND
$\bullet_{SPINDLE}$	COTTON SPINDLE FOUND
(3)	BLOCK
O/S	OPEN SPACE
S/W	SIDEWALK EASEMENT
PUE	PUBLIC UTILITY EASEMENT
DE	DRAINAGE EASEMENT
BL	BUILDING SETBACK LINE
F/W	FENCE/WALL EASEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY

FINAL PLAT OF RANCHO SIENNA SECTION 14, PHASE 2

DATE: JANUARY, 2018

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1905 Aldrich Street, Suite 300
Austin, Texas 78723
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TBPE # F-6324 TBPLS # 10194230
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FINAL PLAT OF RANCHO SIENNA SECTION 14, PHASE 2

BEING 23.158 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

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

THAT NASH RANCHO HILLS, LLC, SOLE OWNER OF THE CERTAIN TRACTS OF LAND SHOWN HEREON BEING A PORTION OF THAT CERTAIN TRACT 1A, 34.166 ACRE TRACT OF LAND CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2013060667, A PORTION OF THAT CERTAIN TRACT 3E–30.103 ACRE TRACT OF LAND CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2014001964, A PORTION OF THAT CERTAIN 8.915 ACRE TRACT OF LAND CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2013109919, AND ALL OF THAT CERTAIN TRACT 3–13.044 ACRE TRACT OF LAND CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2016118186, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE THE **23.158 ACRES** AS SHOWN HEREON AND DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **"FINAL PLAT OF RANCHO SIENNA SECTION 14, PHASE 2"**. THE OWNER ACKNOWLEDGES THAT 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 ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

NASH RANCHO HILLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ 2-14-18
DATE

NAME: RAINER FICKEN

TITLE: AUTHORIZED SIGNATORY

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ~~E. WILLIAM MEYER~~ RAINER FICKEN, OF NASH RANCHO HILLS, LLC,, A DELAWARE LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY OF February, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME: R. HINOJOSA

MY COMMISSION EXPIRES ON: 3-1-2020

R. HINOJOSA
Notary Public, State of Texas
Comm. Expires 03-01-2020
Notary ID 3279918

ENGINEER'S CERTIFICATION:

I, JOHN A. PICKENS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBERS 48491C0275E AND 48491C0455E, EFFECTIVE DATE SEPTEMBER 26, 2008, WILLIAMSON COUNTY, TEXAS, AND COMPLY WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/ OR PUBLIC RIGHTS–OF–WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,

THIS 13 DAY OF FEB, 2018.

JOHN A. PICKENS, P.E.
NO. 110631 STATE OF TEXAS
STANTEC CONSULTING SERVICES, INC.
1905 ALDRICH STREET, SUITE 300
AUSTIN, TEXAS 78723

STATE OF TEXAS
JOHN A. PICKENS
110631
LICENSED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:

THAT I, MATTHEW J. RAABE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON–THE–GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS, AND THE FIELD NOTES SHOWN HEREON MATHEMATICALLY CLOSE.

02/13/18
DATE

MATTHEW J. RAABE, R.P.L.S.
TEXAS REGISTRATION NO. 6402
STANTEC CONSULTING SERVICES, INC.
1905 ALDRICH STREET, SUITE 300
AUSTIN, TEXAS 78723

STATE OF TEXAS
REGISTERED
MATTHEW RAABE
6402
PROFESSIONAL
LAND SURVEYOR

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

WE, NASH FINANCING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LIEN HOLDER OF THOSE CERTAIN TRACTS OF LAND SHOWN HEREON AND DESCRIBED IN DEEDS RECORDED IN DOCUMENT NOS. 2013060667, 2013109919, 2014001964, AND 2016118186 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACTS AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY, TEXAS THE STREETS, ALLEYS, RIGHTS–OF–WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY, TEXAS MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS **"FINAL PLAT OF RANCHO SIENNA SECTION 14, PHASE 2"**.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 16 DAY OF February, 2018.

NASH FINANCING, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: NORTH AMERICA SEKISUI HOUSE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: _____ 2-16-18
Masayuki Uemura DATE
Authorized Signatory

STATE OF CALIFORNIA)(
COUNTY OF San Diego)(

ON February 16, 2018, BEFORE ME, K. Paxton PERSONALLY APPEARED, Masayuki Uemura, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

K. PAXTON
COMM. # 2053146
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXP. MAR. 29, 2018

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WASTEWATER SERVICES.

Sally A. McFerron 2/13/18
CITY OF LIBERTY HILL, TEXAS DATE
Sally A. McFerron

Teresa Baker 2/13/18
WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE
Teresa Baker

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COURT WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. 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 STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

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

_____ _____
DATE

_____, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

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 WAS FILED FOR RECORD IN MY OFFICE ON THE DAY____ OF _____, 2018 A.D., AT _____ O'CLOCK, __.M., AND DULY RECORDED THIS THE DAY____ OF _____, 2018 A.D., AT _____ O'CLOCK __ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT NUMBER _____.

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

_____
NANCY RISTER, CLERK, COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

FINAL PLAT OF RANCHO SIENNA SECTION 14, PHASE 2
DATE: JANUARY, 2018

Stantec
1905 Aldrich Street, Suite 300
Austin, Texas 78723
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # 10194230
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SHEET 4 OF 4

DRAWN BY: MJR Approved by: JTB Project No.: 222010920 File: V:\2220\ACTIVE\222010197\SURVEY\222010197PL1.dwg

Commissioners Court - Regular Session **18.**

Meeting Date: 05/29/2018

Discuss consider and take appropriate action on approval of the final plat for the Singh 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 Singh subdivision - Pct 4.

Background

This proposed subdivision consists of a single lot and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

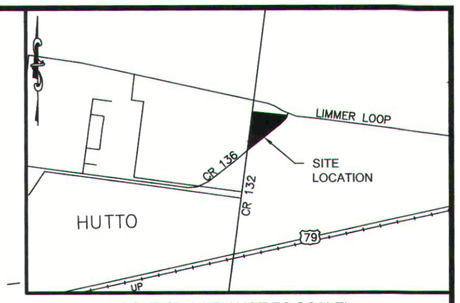
Final Plat - Singh Subdivision

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2018 12:08 PM
Form Started By: Adam Boatright		Started On: 05/24/2018 11:54 AM
Final Approval Date: 05/24/2018		

SINGH SUBDIVISION

A FINAL PLAT OF 6.431 ACRES OUT OF THE O.R. FRAME SURVEY, A-798
AND THE PATRICK O. DAUGHERTY SURVEY, A-184
(DOCUMENT NO. 2017058933 AND DOCUMENT NO. 2007048613 OF THE OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS) CITY OF HUTTO ETJ., WILLIAMSON COUNTY, TEXAS



LOCATION MAP (NOT TO SCALE)

REMAINDER OF 88.5 ACRES
CLIFFORD W. ALBERT AND WIFE, SHARON E. ALBERT
TO
CLIFFORD W. ALBERT AND SHARON E. ALBERT, TRUSTEES, OR THEIR
SUCCESSORS IN TRUST, UNDER THE CLIFFORD W. AND SHARON E. ALBERT
LIVING TRUST, DATED MARCH 21, 2011
FILED: APRIL 2, 2013
DOCUMENT NO. 2013029401 OPRWC

2451 CR 132, HUTTO, TEXAS 78634

0.794 ACRE QUITCLAIM RELEASE OF EASEMENT
CR 136 RIGHT-OF-WAY
DOCUMENT NO. 2007048613 OPRWC
JUNE 11, 2007

.073 ACRE ELECTRIC LINE EASMENT
LCRA TRANSMISSION SERVICES CORPORATION
DOC. NO. 2009087253 OPRWC
NOVEMBER 30, 2009

N: 10176334.66
E: 3180548.51

S82°59'37"E 44.76'

N07°44'28"E 22.63'

34.3'

S82°59'37"E 659.31'

S82°53'39"E 686.84'

TEXAS POWER & LIGHT ESMT.
(100' PER ONCOR)
239/492 DRWC
MARCH 8, 1929

(CALLED 690.78')

61.00'

88.22'

N: 10176248.84
E: 3181247.09

61' OSSF SETBACK
FROM LCRA EASEMENT

51' OSSF SETBACK OFF THE CENTERLINE OF
ONCOR TRANSMISSION LINE

Δ=008°08'56" R=955.00' T=68.03'
L=135.82' CB=S48°13'51"W CL=135.71'

S43°19'46"W 29.57'

LONESTAR GAS COMPANY
VOLUME 476, PAGE 253 DRWC
MARCH 17, 1965

LOT ONE, BLOCK "A"
6.431 ACRES
(280,143 SQ. FT.)

0.2131 ACRES
WILLIAMSON COUNTY, TEXAS
DOC. NO. 2004018777 OPRWC
MARCH 10, 2004

S37°41'40"E 23.83'

S52°18'20"W 59.57'

29.22'

50.9'

REMAINDER OF 89.08 ACRES
YVONNE MARIE FRITZ
TO
CHRISTOPHER HENRY FRITZ
FILED: FEBRUARY 8, 2017
DOCUMENT NO. 2017012204 OPRWC

2600 CR 132
HUTTO, TEXAS 78634

O.R. FRAME SURVEY, A-798

PATRICK O. DAUGHERTY SURVEY, A-184

(CALLED 735.00')

N07°36'24"E 681.83'

10' PUBLIC UTILITY EASEMENT (HEREBY DED/CATED)

25' BUILDING SETBACK LINE

APPROXIMATE
SURVEY LINE

N07°21'16"E 734.88'

6.060 ACRES
JIMMY WALLIN AND KATHERIN WALLIN,
HUSBAND AND WIFE
TO
UNITED CAB, LLC,
A TEXAS LIMITED LIABILITY COMPANY
FILED: JUNE 28, 2017
DOCUMENT NO. 2017058933 OPRWC

25' BUILDING SETBACK LINE

S52°10'57"W 729.15'

(CALLED 818.80')

APPROXIMATE LOCATION
OF SURVEY LINE

ROAD WIDENING EASEMENT
(HEREBY DEDICATED)

S52°10'57"W 812.51'

COUNTY ROAD 132 (ROW VARIES)

MAGER LANE (ROW VARIES)

POINT OF
BEGINNING

41.9'

23.8'

TBM "A"

37.5'

50.9'

N36°14'20"E 86.75'

N: 10175583.44
E: 3180451.28

S07°21'16"W 72.24'

LOT 5
COVERT - 79 SUBDIVISION
CABINET S, SLIDE 189 PRWC

ROX, DUKE, & DANAY COVERT
11750 D RESEARCH BLVD.
AUSTIN, TEXAS 78759

60 0 30 60 120
SCALE: 1"= 60'

LEGEND

- ● 1/2 INCH IRON ROD FOUND (FND.)
- ○ 5/8 INCH IRON ROD SET
- ☼ COTTON SPINDLE SET
- ◆ BENCHMARK
- PIPELINE MARKER
- OVERHEAD ELECTRIC
- SUBDIVISION BOUNDARY
- DRWC = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- PRWC = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS

OWNER: UNITED CAB, LLC
18416 DRY BROOK LOOP
PFLUGERVILLE, TEXAS 76660
512-820-1697

ACREAGE: 6.431 ACRES (280,143 SQ. FT.)

NUMBER OF LOTS: 1

NUMBER OF BLOCKS: 1

LINEAR FEET
OF NEW STREET: NONE

SURVEYS: O.R. FRAME SURVEY, A-798
PATRICK O. DAUGHERTY SURVEY, A-184

SUBMITTAL DATE: JANUARY 18, 2018

SURVEYOR: COREY JOSEPH HALL, RPLS
CIVILCORP, LLC.
116 EAST MAIN STREET
ROUND ROCK, TEXAS 78664
(512) 828-0406 / (512) 828-0429 fax

ENGINEER: LEON E. HOCH, PE
CIVILCORP, LLC.
116 EAST MAIN STREET
ROUND ROCK, TEXAS 78664
(512) 828-0406 / (512) 828-0429 FAX

CivilCorp
ENGINEERS • SURVEYORS
116 E. MAIN STREET, ROUND ROCK, TEXAS 78664
TEL: (512) 828-0406 FAX: (512) 828-0429
TBPE REGISTRATION #F-10283 TBPLS REGISTRATION #10194152

SINGH SUBDIVISION

A FINAL PLAT OF 6.431 ACRES OUT OF THE O.R. FRAME SURVEY, A-798 AND THE PATRICK O. DAUGHERTY SURVEY, A-184 (DOCUMENT NO. 2017058933 AND DOCUMENT NO. 2007048613 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS) CITY OF HUTTO ETJ., WILLIAMSON COUNTY, TEXAS

BEING A 6.431 ACRE (280,143 SQUARE FOOT) TRACT OF LAND OUT OF THE O.R. FRAME SURVEY, ABSTRACT NO. 798 AND THE PATRICK O. DAUGHERTY (SOMETIMES CALLED O'DAUGHERTY) SURVEY, ABSTRACT NO. 184, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THAT SAME 6.060 ACRE TRACT CONVEYED IN A GENERAL WARRANTY DEED FROM JIMMY WALLIN AND KATHERINE WALLIN TO UNITED CAB, LLC, FILED JUNE 28, 2017 AS RECORDED IN DOCUMENT NO. 2017058933 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), AND THE SOUTHERN PORTION OF A 0.794 ACRE TRACT IN A QUITCLAIM RELEASE OF EASEMENT (COUNTY ROAD 136 RIGHT-OF-WAY), FILED JUNE 11, 2007 AS RECORDED IN DOCUMENT NO. 2007048613 OPRWC, SAID 6.431 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING, at a cotton spindle set for the South corner of the herein described tract, said cotton spindle being the South corner of said 6.060 acre tract, and being at the intersection of the North line of County Road 136 and the East line of County Road 132 from which a 1/2 inch diameter iron rod found for the Northwest corner of Lot 5 of the Covert - 79 Subdivision as recorded in Cabinet S, Slide 189 of the Plat Records of Williamson County bears South 07°21'16" West, a distance of 72.24 feet;

THENCE, North 07°21'16" East, with the West line of the said 6.060 acre tract and the East line of said County Road 132, a distance of 734.88 feet (deed call 735.00 feet) to a 1/2 inch diameter iron rod found for the North corner of said 6.060 acres, for the Southwest corner of said 0.794 acre tract, said iron rod being the North corner of said 6.060 acre tract and in the South line of the old North fork of County Road 136 (not in use);

THENCE, North 07°44'28" East, continuing along the East line of County Road 132, a distance of 22.63 feet, to a 1/2 inch diameter iron rod found for an angle point in the West line of said 0.794 acre tract, for the North corner of the herein described tract;

THENCE, South 82°59'37" East, through said County Road 136 (not in use), a distance of 672.40 feet to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" set for a point in the North line of the herein described tract;

THENCE, South 82°59'37" East, a distance of 12.42 feet to a 1/2 inch diameter iron rod found for an angle point in the East line of said 0.794 acre tract, said iron rod being the East corner of the herein described tract;

THENCE, South 43°19'46" West, with the East line of said 0.794 acre tract, a distance of 29.57 feet, to a 1/2 inch iron rod with an aluminum cap found for the Northwest corner of a 0.2131 acre tract as conveyed in a special warranty deed from Jimmy Wallin, et ux to Williamson County, filed March 12, 2004, as recorded in Document No. 2004018777 OPRWC, for the East corner of said 6.060 acres and a point in the East line of the herein described tract;

THENCE, with the West line of said 0.2131 acre tract along a non-tangent curve to the right having a radius of 955.00 feet, a central angle of 08°08'56", an arc length of 135.82 feet, a tangent of 68.03 feet, and with a chord that bears South 48°13'51" West, a distance of 135.71 feet to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" set for the point of terminus of said curve;

THENCE, South 52°18'20" West, continuing with the West line of said 0.2131 acre tract, a distance of 59.57 feet to a 5/8 inch diameter iron rod with a yellow plastic cap stamped "CIVILCORP" set for an interior corner of the herein described tract, said iron rod being the West corner of said 0.2131 acre tract;

THENCE, South 37°41'40" East, with the South line of said 0.2131 acre tract, a distance of 23.83 feet to a 1/2 inch diameter iron rod found for an exterior corner of the herein described tract, said iron rod being the South corner of said 0.2131 acre tract in the North line of County Road 136 and the South line of said 6.060 acre tract;

THENCE, South 52°10'57" West, with the North line of County Road 136 and the South line of said 6.060 acre tract, a distance of 812.51 feet (deed call 818.80 feet) to the **POINT OF BEGINNING, CONTAINING** within these metes and bounds 6.431 acres (280,143 square feet) of land, more or less.

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD 83(2012B), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET REFERENCE NETWORK. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUE. USE A SCALE FACTOR OF 0.9998840902 TO CONVERT TO SURFACE.
2. ALL ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88(2012B), REFERENCING THE LEICA SMARTNET REFERENCE NETWORK.

   BENCHMARK:
   TBM "A" = COTTON SPINDLE SET IN POWER POLE (INVENTORY NO. AZ117004) LOCATED 46 FEET NORTHWEST OF THE SOUTH CORNER OF SUBJECT PROPERTY IN THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132. ELEVATION = 674.84"

3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF HUTTO.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY AN ON-SITE SEWAGE FACILITIES.
5. ALL PUBLIC ROADS AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. THE MINIMUM LOWEST 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 THE BFE, WHICHEVER IS HIGHER.
7. 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.
8. RURAL MAILBOXES SHALL BE SET THREE (3) 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.
9. 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.
10. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
11. 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.
12. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, AND CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
13. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

CivilCorp
ENGINEERS • SURVEYORS
116 E. MAIN STREET, ROUND ROCK, TEXAS 78664
TEL: (512) 828-0406 FAX: (512) 828-0429
TBPE REGISTRATION #F-10283 TBPLS REGISTRATION #10194152

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

I, United Cab, LLC, sole owner of the certain 6.060 acre tract of land shown hereon and described in a deed recorded in Document No. 2017058933 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby replat said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the City of Hutto the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the City of Hutto may deem appropriate. This subdivision is to be known as SINGH SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 17 day of May, 2018.

Major Singh (owner)
18416 Dry Brook Loop
Pflugerville, Texas 78660

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, 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 they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.
GIVEN UNDER MY HAND and seal of office this 17th day of May, 2018.

Notary Public in and for the State of Texas
Cynthia Walton
Notary Public printed or typed name

My commission expires on: 02/27/2021

CYNTHIA WALTON
SEAL
My Notary ID # 131021641
Expires February 27, 2021

FLOOD NOTE:

This tract is not located within the Edwards Aquifer Recharge Zone.

No lot in this subdivision is encroached by any special flood hazard area inundated by the 100 year flood as identified by the U.S. Federal Emergency Management Agency (F.E.M.A.) flood insurance rate map, community panel number 48491C0175E, effective date September 26, 2008, for Williamson County, Texas, and indicates that the subject tract lies within Zone "X" unshaded (areas determined to be outside the 0.2% annual chance floodplain).

That I, Leon E. Hoch, do hereby certify that the information contained on this plat complies with the subdivision ordinances adopted by Williamson County, Texas.

Leon E. Hoch Date
Licensed Professional Engineer No. 82670

STATE OF TEXAS
LEON E. HOCH
82670
REGISTERED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:
That I, Corey Joseph Hall, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision. The attached Metes and bounds description results in a satisfactory mathematical closure.

Corey Joseph Hall 5/17/18
Registered Professional Land Surveyor 6362

STATE OF TEXAS
REGISTERED
COREY JOSEPH HALL
6362
PROFESSIONAL
LAND SURVEYOR

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 Evertson, PE, DR, CFM
County Engineer
Date 5/23/18

Road Name and 911 Addressing Approval:
Road name and address assignments verified this the 17th day of May, 2018 A.D.

Teresa Baker
Williamson County Addressing Coordinator

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

I, Dan A. 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 A Gattis, County Judge
Williamson County, Texas
Date

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

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 20___ A.D., at _____ o'clock, __ .M., and duly recorded this the day of _____ 20___A.D., at _____o'clock,__.M., in the Official Public Records of said County in Instrument No._____.
TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk County Court
of Williamson County, Texas

By:_____, Deputy

Commissioners Court - Regular Session **19.**

Meeting Date: 05/29/2018

Dam Safety Awareness Day 2018

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a resolution observing May 31, 2018 as Dam Safety Awareness Day.

Background

May 31 is National Dam Safety Awareness Day, established to encourage and promote individual and community responsibility and best practices for dam safety, and to highlight the steps people can take to prevent future catastrophic dam failures or lessen the impact of a potential failure.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution- Dam Safety Awareness Day 2018

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/10/2018 10:56 AM
Form Started By: Garry Brown		Started On: 05/10/2018 10:33 AM
Final Approval Date: 05/10/2018		

RESOLUTION

WHEREAS, May 31 is National Dam Safety Awareness Day, established to encourage and promote individual and community responsibility and best practices for dam safety, and to highlight the steps people can take to prevent future catastrophic dam failures or lessen the impact of a potential failure; and

WHEREAS, National Dam Safety Awareness Day commemorates the tragic failure of the South Fork Dam in Johnstown, Pennsylvania on May 31, 1889, which resulted in the loss of over 2,200 lives, and was the worst dam failure in the history of the United States; and

WHEREAS, in 1957, the original Brushy Creek Water Control and Improvement District (WCID) was authorized by Texas Board of Water Engineers to implement federal recommendations for flood control and soil erosion; and

WHEREAS, in 2001, an election was held to split the original WCID into the Upper and Lower Brushy Creek WCID, both taking control of 23 dams each; and

WHEREAS, Williamson County has been the site of numerous large rain events, such as the 1921 Thrall flood, which held the record for many years as the largest 24-hour flood in the continental USA at 39 inches, 2010 Tropical Storm Hermine, and the 2015 Memorial Day floods and more are anticipated;

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court strongly encourages its residents to learn more of the dams that are in their vicinity, and if they live near one, prepare an emergency plan in the case of a dam breach;

BE IT FURTHER RESOLVED, that we encourage developers to avoid inundation zones of the numerous dams that are located across our county;

AND BE IT FURTHER RESOLVED, that these dams are not just any particular property owners' dams, but they belong to everyone because they protect life, property, and infrastructure.

Signed on this date: _____

_____

Dan Gattis, County Judge

_____ _____

Terry Cook, Commissioner Precinct 1 Valerie Covey, Commissioner Precinct 3

_____ _____

Cynthia Long, Commissioner Precinct 2 Larry Madsen, Commissioner Precinct 4

Commissioners Court - Regular Session **20.**

Meeting Date: 05/29/2018

Historical Commission Application Process

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on update from the Williamson County Historical Commission and defining the process for accepting applications and appointing members to fill five vacancies on the Williamson County Historical Commission.

Background

Williamson County Historical Commission Chair Eloise Brackenridge will give an update on the activities of the Commission. The Williamson County Historical Commission has approximately five vacancies to fill. Attached to this item is a draft release that is very similar to the release that was sent out in 2014 to assist the Williamson County Commissioners Court in identifying people interested in serving on the Williamson County Historical Commission. The process in the past was for the Commissioners Court members to receive the applications and then to recommend people for the Commissioners Court to vote on to serve.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCHC Application Process Release

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/14/2018 11:46 AM
Form Started By: Connie Odom		Started On: 05/11/2018 08:42 AM
Final Approval Date: 05/14/2018		

Public Information Office
Media Release

APPLICATIONS ACCEPTED FOR HISTORICAL COMMISSION MEMBERS

May XX, 2018 (Williamson County, TX) – Williamson County currently has openings for membership in the Williamson County Historical Commission (WCHC). The WCHC is designated to coordinate and supervise historic preservation under the direction of the Williamson County Commissioners Court. The purpose of the WCHC is to preserve, protect, and promote history within the county.

The WCHC is composed of at least seven Williamson County residents who have demonstrated an interest in the preservation of Williamson County's historical heritage and preferably live in Williamson County. Individuals wishing to serve on the WCHC should fill out an application and submit it to their Williamson County precinct commissioner or the county judge. Voting members must be 18 years of age or older. Applications and a copy of the WCHC by-laws are available on the website www.wilco.org under Commissioners Court under Historical Commission Applications or at this link http://www.wilco.org/Portals/0/Departments/CommCourt/Appointment%20Form.pdf?ver=2017-05-15-105138-293,

The County will be accepting applications for membership in the WCHC until the positions are filled. The applications will be reviewed, and the Commissioners Court members will be appointing individuals to the board as needed. Members are appointed by the Williamson County Commissioners Court and serve for two-year terms. The Commissioners Court also appoints people to fill expired positions.

For more information or to submit an application, contact the precinct commissioners' offices or County Judge's Office listed below.

County Judge Dan A. Gattis
710 S. Main Street, Ste. 101, Georgetown, TX 78626
512-943-1550

Precinct 1 Commissioner Terry Cook
1801 E. Old Settlers Blvd., Round Rock, TX 78664
512-244-8610

Precinct 2 Commissioner Cynthia Long
350 Discovery Blvd., Cedar Park, TX 78613
512-260-4280

Precinct 3 Commissioner Valerie Covey
3010 Williams Drive, Ste. 153, Georgetown, TX 78628
512-943-3370

Precinct 4 Commissioner Larry Madsen
350 Exchange Bld, Ste. 100, Hutto, TX 78634
512-846-1190

Commissioners Court - Regular Session **21.**

Meeting Date: 05/29/2018

County Burn Ban

Submitted For: Jarred Thomas **Submitted By:** Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the issuance of a county-wide burn ban for a period not to exceed 90 days and to authorize the County Judge the authority to left the ban if conditions improve.

Background

Central Texas, including Williamson County, continues to experience developing drought conditions along with unseasonably hot temperatures, which leads to a great chance of uncontrolled wildfire.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/18/2018 08:59 AM
Emergency Management (Originator)	Jarred Thomas	05/18/2018 09:04 AM
Form Started By: Jarred Thomas		Started On: 05/18/2018 08:42 AM
Final Approval Date: 05/18/2018		

Commissioners Court - Regular Session **22.**

Meeting Date: 05/29/2018

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

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/18/2018 03:18 PM
Form Started By: Lydia Linden		Started On: 04/18/2018 11:37 AM
Final Approval Date: 04/18/2018		

Commissioners Court - Regular Session **23.**

Meeting Date: 05/29/2018

2013 Road Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $350,000 from 2013 Road Non-Departmental (P290) to CR 305 at IH35 Phase I (P306) and to move $720,000 from SW Bypass Seg 2 (P243) to Greenfield & Oak Bluff Drainage (P506).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2018 09:08 AM
Form Started By: Emmeline Palma		Started On: 05/24/2018 07:28 AM
Final Approval Date: 05/24/2018		

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

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

Cc: Tomika Lynce, Williamson County Auditor's Office
Jolene Crist, Williamson County Auditor's Office

From: Michael J. Weaver

Date: May 22, 2018

Re: 2013 Road Bond Budget Adjustments

The County has entered into two separate agreements regarding Road Bond Projects. The first is an Advance Funding Agreement (AFA) with TxDOT for CSJ #0015-08-140 CR 305 @ IH-35 Phase 1 which will be let by TxDOT this summer. The second is an Interlocal Agreement (ILA) with the City of Round Rock for a new drainage project. In order to fulfill these obligations please make the following budget adjustments for the 2013 Road Bond projects:

- Move $350,000.00 from P-290 2013 Unallocated to P-306 CR 305 @ IH35 Phase 1;
- Move $720,000.00 from P-243 SW Bypass Seg. 2 to a new P# for Greenfield & Oak Bluff Drainage (CR 123 to Greenfield Subdivision).

If you have any questions, please let me know.

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

Commissioners Court - Regular Session **24.**

Meeting Date: 05/29/2018

Discuss consider and take appropriate action on Change Order No 1 to contract number IFB 1708-183 for Cross Culver Replacement

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1708-183, in the amount of $45,558.59 for Cross Culvert Replacement.

Background

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved. Original contract amount was $626,138.00. With the addition of this change order, of $45,558.59, final contract amount will be $671,696.59.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order No 1- Cross Culverts

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2018 12:08 PM
Form Started By: Kelly Murphy		Started On: 05/24/2018 11:14 AM
Final Approval Date: 05/24/2018		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Denucci Constructors LLC**

2. Change Order Work Limits: Sta. **N/A** to Sta. **N/A**

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

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

Project: ***IFB 1708-183***

Roadway: ***FY 2017 Cross Culvert Replacements***

Purchase Order Number: _____

Quantities adjusted due to differing site conditions.

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

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

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

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

THE CONTRACTOR Date 5/9/18

By Paul T. DeNucci

Typed/Printed Name PAUL T. DENUCCI

Typed/Printed Title MANAGER

The following information must be provided

Time Ext. #: **NA** Days added on this CO: **0**

Amount added by this change order: **$45,558.59**

RECOMMENDED FOR EXECUTION:

Project Manager
Construction Observer — 5/16/18 Date

Design Engineer — 5/16/18 Date

Program Manager — 5/15/18 Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 *Project #* IFB 1708-183

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
100-6001	PREPARING ROW	AC	$3,800.00	2.77	$10,526.00	0.00	2.77	$10,526.00	$0.00
105-6037	REMOVING STAB BASE AND ASPH PAV(0"-16")	SY	$22.00	413.00	$9,086.00	702.69	1,115.69	$24,545.18	$15,459.18
132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	$12.00	344.00	$4,128.00	(344.00)	0.00	$0.00	($4,128.00)
247-6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	$66.00	123.00	$8,118.00	234.84	357.84	$23,617.44	$15,499.44
334-6088	HMCL ACP TY-D AES-300	TON	$105.00	18.00	$1,890.00	(3.39)	14.61	$1,534.05	($355.95)
340-6004	D-GR HMA(SQ) TY-A PG64-22	TON	$122.00	196.00	$23,912.00	87.17	283.17	$34,546.74	$10,634.74
340-6106	D-GR HMA(SQ) TY-D PG64-22	TON	$145.00	293.00	$42,485.00	46.44	339.44	$49,218.80	$6,733.80
360-6001	CONC PVMT (CONT REINF - CRCP) (7")	SY	$108.00	164.00	$17,712.00	8.78	172.78	$18,660.24	$948.24
400-6001	STRUCT EXCAV	CY	$12.00	1,950.00	$23,400.00	0.00	1,950.00	$23,400.00	$0.00
402-6001	TRENCH EXCAVATION PROTECTION	LF	$2.00	418.00	$836.00	0.00	418.00	$836.00	$0.00
432-6002	RIPRAP (CONC)(5 IN)	CY	$162.00	50.00	$8,100.00	(15.28)	34.72	$5,624.64	($2,475.36)
432-6027	RIPRAP (STONE COMMON)(DRY)(24 IN)	CY	$65.00	208.00	$13,520.00	(51.90)	156.10	$10,146.50	($3,373.50)
460-6012	CMP AR (GAL STL DES 5)	LF	$65.00	110.00	$7,150.00	0.00	110.00	$7,150.00	$0.00
460-6024	CMP AR (GAL STL DES 7)	LF	$85.00	120.00	$10,200.00	0.00	120.00	$10,200.00	$0.00
4626002	CONC BOX CULV (3 FT X 3 FT)	LF	$320.00	26.00	$8,320.00	0.00	26.00	$8,320.00	$0.00
462-6003	CONC BOX CULV (4 FT X 2 FT)	LF	$360.00	30.00	$10,800.00	0.00	30.00	$10,800.00	$0.00
462-6004	CONC BOX CULV (4 FT X 3 FT)	LF	$390.00	26.00	$10,140.00	0.00	26.00	$10,140.00	$0.00
462-6008	CONC BOX CULV (5 FT X 4 FT)	LF	$485.00	52.00	$25,220.00	0.00	52.00	$25,220.00	$0.00
462-6012	CONC BOX CULV (6 FT X 5 FT)	LF	$650.00	56.00	$36,400.00	0.00	56.00	$36,400.00	$0.00
462-6016	CONC BOX CULV (7 FT X 5 FT)	LF	$750.00	78.00	$58,500.00	0.00	78.00	$58,500.00	$0.00
462-6029	CONC BOX CULV (10 FT X 5 FT)	LF	$1,400.00	52.00	$72,800.00	0.00	52.00	$72,800.00	$0.00
466-6064	HEADWALL (CH - FW - A - 0) (DES= 5)	EA	$3,800.00	1.00	$3,800.00	(1.00)	0.00	$0.00	($3,800.00)
466-6066	HEADWALL (CH - FW - A - 0) (DES= 7)	EA	$4,200.00	4.00	$16,800.00	(4.00)	0.00	$0.00	($16,800.00)
466-6112	HEADWALL (CH - PW - A - 0) (DES= 5)	EA	$4,200.00	1.00	$4,200.00	(1.00)	0.00	$0.00	($4,200.00)
466-6150	WINGWALL (FW - 0) (HW=3 FT)	EA	$4,200.00	2.00	$8,400.00	0.00	2.00	$8,400.00	$0.00
466-6153	WINGWALL (FW - 0) (HW=6 FT)	EA	$4,200.00	1.00	$4,200.00	0.00	1.00	$4,200.00	$0.00
466-6154	WINGWALL (FW - 0) (HW=7 FT)	EA	$4,800.00	1.00	$4,800.00	1.00	2.00	$9,600.00	$4,800.00
466-6164	WINGWALL (FW - S) (HW=3 FT)	EA	$3,800.00	1.00	$3,800.00	0.00	1.00	$3,800.00	$0.00
466-6178	WINGWALL (PW - 1) (HW=3 FT)	EA	$3,800.00	1.00	$3,800.00	0.00	1.00	$3,800.00	$0.00
466-6179	WINGWALL (PW - 1) (HW=4 FT)	EA	$4,200.00	2.00	$8,400.00	0.00	2.00	$8,400.00	$0.00
466-6181	WINGWALL (PW - 1) (HW=6 FT)	EA	$4,200.00	1.00	$4,200.00	1.00	2.00	$8,400.00	$4,200.00
466-6182	WINGWALL (PW - 1) (HW=7 FT)	EA	$4,800.00	2.00	$9,600.00	5.00	7.00	$33,600.00	$24,000.00
466-6182A	WINGWALL SPL.PW-1/FW-0 (3:1)	EA	$3,800.00	1.00	$3,800.00	(1.00)	0.00	$0.00	($3,800.00)
467-6556	SET (TY II) (DES 5) (CMP) (3: 1) (C)	EA	$2,800.00	2.00	$5,600.00	0.00	2.00	$5,600.00	$0.00
496-6001	REMOV STR (BOX CULVERT)	EA	$3,200.00	1.00	$3,200.00	0.00	1.00	$3,200.00	$0.00
496-6007	REMOV STR (PIPE)	LF	$106.00	611.00	$64,766.00	32.00	643.00	$68,158.00	$3,392.00
500-6001	MOBILIZATION	LS	$24,000.00	1.00	$24,000.00	0.00	1.00	$24,000.00	$0.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$3,200.00	3.00	$9,600.00	0.00	3.00	$9,600.00	$0.00
506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	$35.00	410.00	$14,350.00	40.00	450.00	$15,750.00	$1,400.00
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$12.00	410.00	$4,920.00	(40.00)	370.00	$4,440.00	($480.00)
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$3.00	3,396.00	$10,188.00	(44.00)	3,352.00	$10,056.00	($132.00)
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$1.00	3,396.00	$3,396.00	(604.00)	2,792.00	$2,792.00	($604.00)
628S-B-INSTL	SEDIMENT CONTAINMENT DIKES WITH FILTER FABRIC (TRIANGULAR FILTER	LF	$12.00	275.00	$3,300.00	(80.00)	195.00	$2,340.00	($960.00)
628S-C-REMV	SEDIMENT CONTAINMENT DIKES WITH FILTER FABRIC (TRIANGULAR FILTER	LF	$5.00	275.00	$1,375.00	(80.00)	195.00	$975.00	($400.00)
658-6047	INSTL OM ASSM (OM-2Y)(WC)GND	EA	$120.00	20.00	$2,400.00	0.00	20.00	$2,400.00	$0.00
TOTALS					$626,138.00			$671,696.59	$45,558.59

CHANGE ORDER REASON(S) CODE CHART

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

Commissioners Court - Regular Session **25.**

Meeting Date: 05/29/2018

Discuss consider and take appropriate action on a proposed variance to the County's Flood Damage Prevention Ordinance

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a proposed variance to the County's Flood Damage Prevention Ordinance.

Background

Charles Ashby, with Progeny Builders, LLC, is requesting a variance from the Williamson County Flood Damage Prevention Ordinance as discussed in their attached letter. Staff recommends approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ashby Variance Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2018 10:55 AM
Form Started By: Kelly Murphy		Started On: 05/24/2018 10:18 AM
Final Approval Date: 05/24/2018		

May 24,2018

From:

Charles Ashby
Progeny Builders, LLC.
PO Box 617
Jarrell, TX 76537

To:
J. Terron Evertson, PE, CFM
County Engineer
3151 SE Inner Loop, Suite B
Georgetown, TX 78626

RE: Request for Varinace

Mr. Evertson,

As previously discussed, Progeny Builders, LLC is requesting a variance to the Williamson County Flood Damage Prevention Ordinance. Specifically Article 5 Section B which stipulates finished floor must be 12" above the base flood elevation. The finished floor is above the BFE but not by 12".

Since the Builder and Surveyor used the FEMA map available to them at the time, the home was built outside of the known floodplain. After discussion with your office we came to find out there was a new FEMA map which puts the home in a Zone A floodplain. Because of the timing of the new information and the home being over 95% complete, we ask for the County to grant a variance to relieve economic hardship due to past County direction.

It is understood if the variance is granted it shall only be good for the existing residential structure at 466 CR 312 in Jarrell, TX 76537. Owners / Buyers and all family members have been made aware of the new map and procedures to be followed before any other construction is started in the area.

Progeny Builders, LLC requests to have this matter on the May 29, 2018 Commissioners Court Agenda. We appreciate your time and consideration on this matter.

Best regards,

Charles Ashby

Commissioners Court - Regular Session **26.**

Meeting Date: 05/29/2018

Lakeline Deed

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 Dedication Deed and Temporary Construction Easement from TR Lakeline Market Retail Corp. for right of way needed on the Lakeline Blvd. project. Funding Source Road Bonds P331

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lakeline Deed

Lakeline TCE

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2018 10:55 AM
Form Started By: Charlie Crossfield		Started On: 05/24/2018 10:27 AM
Final Approval Date: 05/24/2018		

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 FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEDICATION DEED

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

TR LAKELINE MARKET RETAIL CORP., a Delaware corporation, whose address is c/o Invesco Advisers, Inc., 2001 Ross Avenue, Suite 3400, Dallas, Texas 75201, and its successors and assignees, hereinafter referred to as ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid to Grantor by the **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas, herein after referred to as ("Grantee"), whose address is 710 Main Street, Georgetown, Texas 78626, the receipt and sufficiency of which is hereby acknowledged, has DEDICATED, GRANTED, SOLD and CONVEYED, and Grantor does hereby DEDICATE, GRANT, SELL and CONVEY unto Grantee, the real property situated in Williamson County, Texas, which is described as follows (the "Land"):

Tract One:
A 0.191 acre tract of land located in the RACHAEL SAUL SURVEY, ABSTRACT NO. 551, Williamson County, Texas, being a portion of Lot 1A, Block "A" of Amended Plat of Lots 1 and 3, Block "A" Lakeline Retail Subdivision, Section 1, recorded in Document No. 2012088909, of the Official Public Records of Williamson County, Texas, said 0.191 acre tract of land being more particularly described in the field notes and drawing attached hereto as Exhibit "A".

Tract Two:
A 0.081 acre tract of land located in the RACHAEL SAUL SURVEY, ABSTRACT NO. 551, Williamson County, Texas, being a portion of Lot 5, Block "A" of Lakeline Retail Subdivision Section 1, Recorded in Document No. 2012005731, of the Official Public Records of Williamson County, Texas, said 0.081 acre tract of land being more particularly described in the field notes and drawing attached hereto as Exhibit "B".

TO HAVE AND TO HOLD the above-described premises, conveyed together with all tenements, hereditaments, rights, privileges, interests, easements and appurtenances belonging or in anywise pertaining to the Land, said Land to be used for public right-of-way purposes unto Grantee, its legal representatives, successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the above-described premises unto Grantee, its legal representatives, successors and assigns, against every person or entity whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise, subject to all matters of public record.

IN WITNESS WHEREOF, this Dedication Deed is executed on this, the _____ day of _____, 2018.

GRANTOR:

TR LAKELINE MARKET RETAIL CORP.,
a Delaware corporation

By: _____

Name: Ron Ragsdale

Title: Vice President

ACKNOWLEDGMENT

THE STATE OF Texas §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on this the 17th day of the month of May, 2018, by Ron Ragsdale (Name), Vice President (Title) of TR Lakeline Market Retail Corp., an authorized agent of **TR LAKELINE MARKET RETAIL CORP.**, known by 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 and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

CAROL A. BROWNING
Notary Public, State of Texas
Comm. Expires 12-28-2021
Notary ID 124079086

Carol A. Browning
Signature

Carol A. Browning
Printed Name

Notary Public, State of Texas

(Grantee Acceptance Next Page)

ACCEPTANCE

Grantee accepts the attached deed and consents to its form and substance.

GRANTEE:

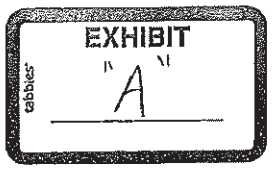
WILLIAMSON COUNTY, TEXAS

By:_____
Dan Gattis, County Judge

Attest:

By:_____
Nancy Rister, County Clerk

Date:_____



METES AND BOUNDS DESCRIPTION

FOR A 0.191 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1A, BLOCK "A" OF AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A" LAKELINE RETAIL SUBDIVISION, SECTION 1, RECORDED IN DOCUMENT NO. 2012088909, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.191 ACRE TRACT OF LAND SURVEYED ON THE GROUND BY DIAMOND SURVEYING, INC. DURING THE MONTH OF JULY 2016, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found marked "BURY" (Surface Coordinates: N = 10147665.75, E = 3092999.36, Project scale factor: 0.9998785378), on an angle point in the northwesterly boundary line of said Lot 1A, same being on the northwesterly corner of Lot 5 Block "A" LAKELINE RETAIL SUBDIVISION SECTION 1, recorded in Document No. 2012005731, of the Official Public Records of Williamson County, Texas, same being on a point in the southerly right-of-way line of South Lakeline Boulevard, dedicated in Volume 1522, Page 838, of the Official Records of Williamson County, Texas, monumenting the northeasterly corner and **POINT OF BEGINNING** hereof;

THENCE **S36°10'19"E**, with the common boundary line of said Lot 1A, and said Lot 5, for a distance of **19.39 feet**, to a 1/2" iron rod set with cap marked "Diamond Surveying" (Station 15+69.52, Offset 74.00 feet right), monumenting the southeasterly corner hereof, and from which for reference a 1/2" iron rod found marked "BURY", on the southwesterly corner of said Lot 5, bears S36°10'19"E, for a distance of 266.32 feet;

THENCE, through the interior of said Lot 1A, the following three (3) courses and distances:

1. **S50°16'27"W** for a distance of **104.58 feet** to a PK Nail set (Station 14+64.94, Offset 74.00 feet right), monumenting an angle point hereof;

2. **S39°43'33"E** for a distance of **4.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" (Station 14+64.94, Offset 78.00 feet right), monumenting an angle point hereof;

3. **S50°16'27"W** for a distance of **279.54 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" (Station 11+85.40, Offset 78.00 feet right), on a point in the southwesterly boundary line of said Lot 1A, same being on a point in the northeasterly right-of way line of Pecan Park Boulevard, dedicated in Volume 1332, Page 733, of the Official Records of Williamson County, Texas, monumenting the southwesterly corner hereof;

THENCE with the southwesterly boundary line of said lot 1A, same being the northeasterly right-of-way line of said Pecan Park Boulevard, with the arc of a curve to the right, having a radius of **30.00 feet**, an arc distance of **40.02 feet**, a central angle of **76°25'58"**, with a chord bearing of **N11°46'09"E** for a distance of **37.12 feet**, to a 1/2" iron rod found on a point in the southerly right-of-way line of said South Lakeline Boulevard, monumenting the end of this curve hereof;

THENCE **N50°14'03"E**, with the northwesterly boundary line of said lot 1A, same being with the southerly right-of-way line of said South Lakeline Boulevard, for a distance of **356.27 feet** to the **POINT OF BEGINNING** hereof and containing 0.191 acre of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.

The stations and offsets are based the centerline alignment per plans as provided by HNTB.

A survey drawing has been prepared to accompany this metes and bounds description.

< > DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3169



July 26, 2016

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.191 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1A, BLOCK "A" OF AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A" LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012088909, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	30.00'	40.02'	76°25'58"	N 11°46'09" E	37.12'

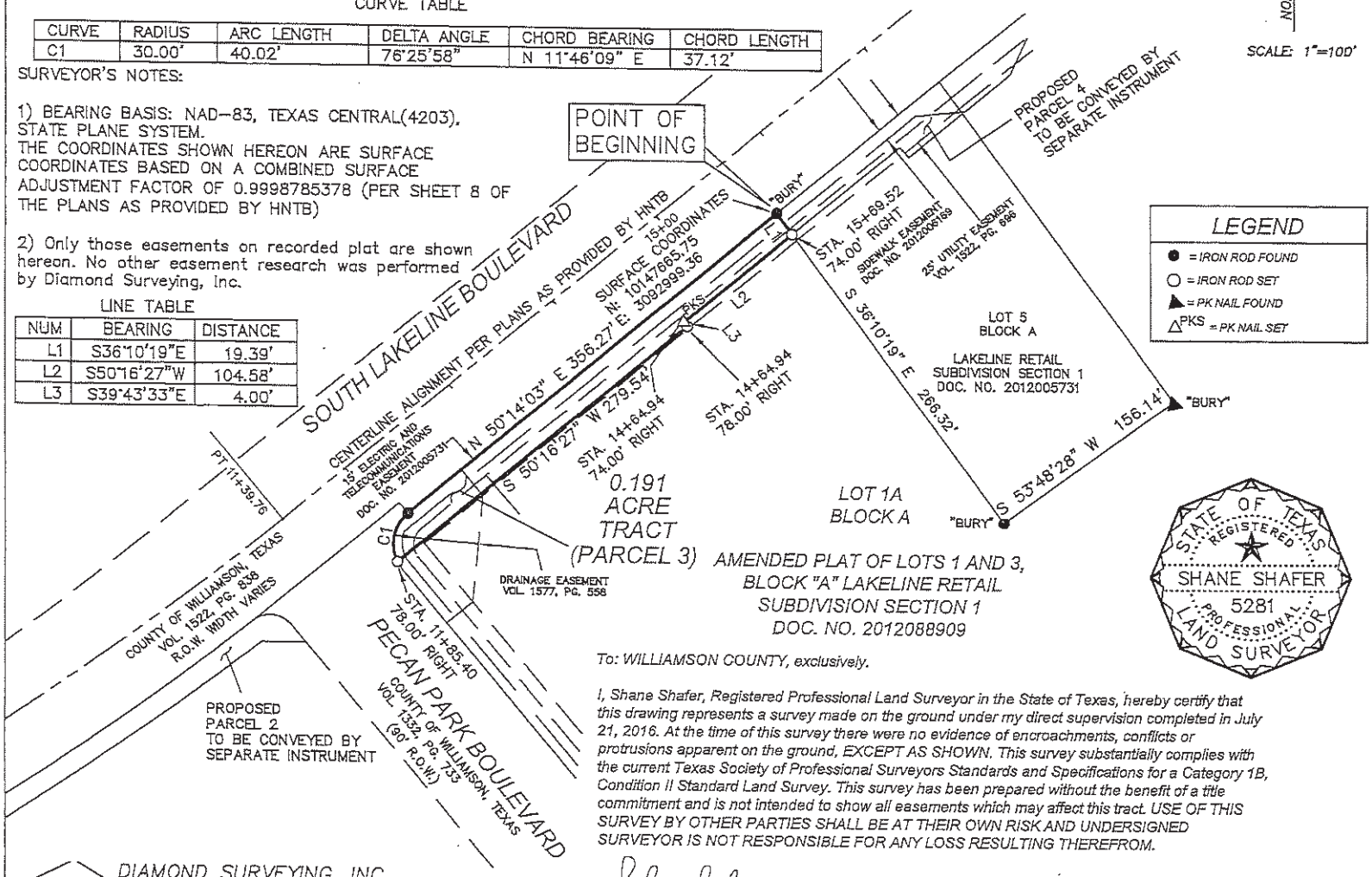
SURVEYOR'S NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL(4203), STATE PLANE SYSTEM.
THE COORDINATES SHOWN HEREON ARE SURFACE COORDINATES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.9998785378 (PER SHEET 8 OF THE PLANS AS PROVIDED BY HNTB)

2) Only those easements on recorded plat are shown hereon. No other easement research was performed by Diamond Surveying, Inc.

LINE TABLE

NUM	BEARING	DISTANCE
L1	S36°10'19"E	19.39'
L2	S50°16'27"W	104.58'
L3	S39°43'33"E	4.00'



STATE OF TEXAS REGISTERED SHANE SHAFER 5281 PROFESSIONAL LAND SURVEYOR

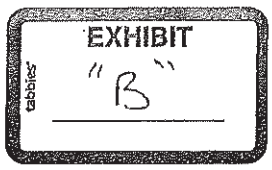
To: WILLIAMSON COUNTY, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed in July 21, 2016. At the time of this survey there were no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. This survey has been prepared without the benefit of a title commitment and is not intended to show all easements which may affect this tract. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

Shane Shafer, R.P.L.S. NO. 5281 — DATE: July 26, 2016

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

PARCEL 3



METES AND BOUNDS DESCRIPTION

FOR A 0.081 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK "A" OF LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012005731, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.081 ACRE TRACT OF LAND SURVEYED ON THE GROUND BY DIAMOND SURVEYING, INC. DURING THE MONTH OF JULY 2016, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at surveyor's PK nail with washer found marked "BURY" on the northeasterly corner of said Lot 5, same being on an angle point in the northwesterly boundary line of Lot 1A, Block "A", of AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A" LAKELINE RETAIL SUBDIVISION SECTION 1, recorded in Document No. 2012088909, of the Official Public Records of Williamson County, Texas, same being on a point in the southerly right-of-way line of South Lakeline Boulevard, dedicated in Volume 1522, Page 838, of the Official Records of Williamson County, Texas, monumenting the northeasterly corner and **POINT OF BEGINNING** hereof;

THENCE **S36°11'28"E**, with the common boundary line of said Lot 5, and said Lot 1A, for a distance of **29.35 feet**, to a 1/2" iron rod set with cap marked "Diamond Surveying" (Station 17+25.25, Offset 84.00 feet right), monumenting the southeast corner hereof, and from which for reference a surveyor's PK nail with washer found marked "BURY", on the southeasterly corner of said Lot 5, bears S36°11'28"E, for a distance of 265.94 feet;

THENCE, through the interior of said Lot 5, the following three (3) courses and distances:

1. **S50°16'27"W,** for a distance of **51.75 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" (Station 16+73.50, Offset 84.00 feet right), monumenting an angle point hereof;

2. **N39°43'33"W,** for a distance of **10.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" (Station 16+73.50, Offset 74.00 feet right), monumenting an angle point hereof;

3. **S50°16'27"W,** for a distance of **103.98 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" (Station 15+69.52, Offset 74.00 feet right), on a point in the common boundary line of said Lot 5, and said Lot 1A monumenting the southwesterly corner hereof, and from which for reference a 1/2" iron rod found with cap marked "BURY", on the southwesterly corner of said Lot 5, bears S36°10'19"E, for a distance of 266.32 feet;

THENCE **N36°10'19"W**, with the common boundary of said Lot 5 and said Lot 1A, for a distance of **19.39 feet**, to a 1/2" iron rod found with cap marked "BURY" (Surface Coordinates: N = 10147665.75, E = 3092999.36, Project scale factor 0.9998785378), on the northwesterly corner of said Lot 5, same being on an angle point in the northwesterly boundary line of said Lot 1A, same being on a point in the southerly right-of-way line of said South Lakeline Boulevard, monumenting the northwesterly corner hereof;

THENCE, **N50°17'49"E**, with the northwesterly boundary line of said Lot 5, same being the southerly right-of-way line of said South Lakeline Boulevard, for a distance of **156.34 feet** to the **POINT OF BEGINNING** hereof and containing 0.081 acre of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.

The stations and offsets are based the centerline alignment per plans as provided by HNTB.

A survey drawing has been prepared to accompany this metes and bounds description.

< > DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

July 26, 2016

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.081 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK "A" OF LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012005731, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

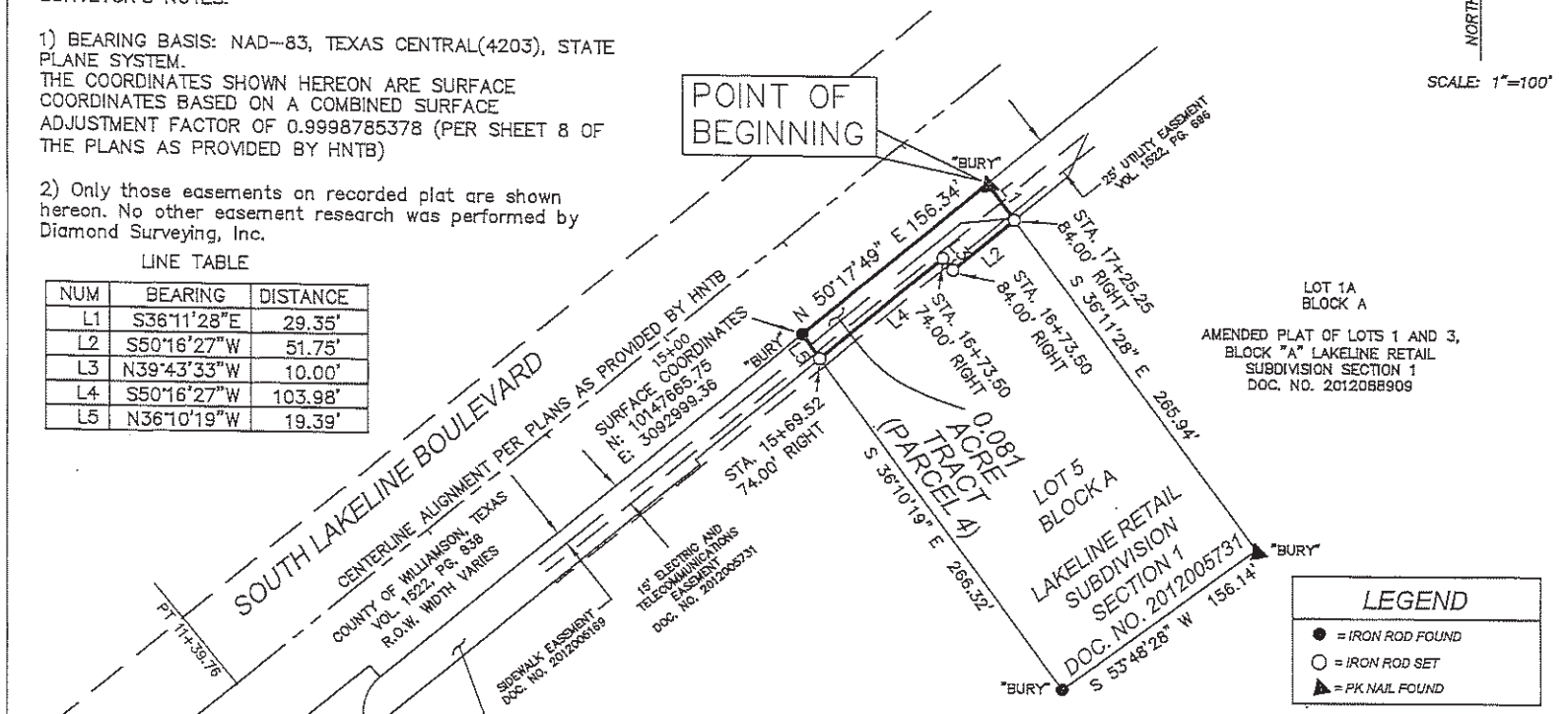
SURVEYOR'S NOTES:

1) BEARING BASIS: NAD--83, TEXAS CENTRAL(4203), STATE PLANE SYSTEM.
THE COORDINATES SHOWN HEREON ARE SURFACE COORDINATES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.9998785378 (PER SHEET 8 OF THE PLANS AS PROVIDED BY HNTB)

2) Only those easements on recorded plat are shown hereon. No other easement research was performed by Diamond Surveying, Inc.

LINE TABLE

NUM	BEARING	DISTANCE
L1	S36°11'28"E	29.35'
L2	S50°16'27"W	51.75'
L3	N39°43'33"W	10.00'
L4	S50°16'27"W	103.98'
L5	N36°10'19"W	19.39'



To: WILLIAMSON COUNTY, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed in July 21, 2016. At the time of this survey there were no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. This survey has been prepared without the benefit of a title commitment and is not intended to show all easements which may affect this tract. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Shane Shafer, R.P.L.S. NO. 5281 — *July 26, 2016* DATE:

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

PARCEL 4

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 FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY CONSTRUCTION EASEMENT

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

That **TR LAKELINE MARKET RETAIL CORP.**, a Delaware corporation, whose address is c/o Invesco Advisers, Inc., 2001 Ross Avenue, Suite 3400, Dallas, Texas 75201 (herein after referred to as "**Grantor**"), in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas, whose address is 710 Main Street, Georgetown, Texas 78626, the receipt of which is hereby acknowledged, does hereby grant to Williamson County, Texas, its agents, contractors, successors and assignees (hereafter referred to as "**Grantee**"), a temporary non-exclusive construction easement (the "**Easement**") for the purposes of constructing, reconstructing, relocating and/or installing road improvements and any associated facilities in the adjacent easement areas as described herein, in, upon, over, under, above and across the following described property ("**Property**") in accordance with the provisions of this Easement:

Tract One:
A 0.013 acre tract of land located in the RACHAEL SAUL SURVEY, ABSTRACT NO. 551, Williamson County, Texas, being a portion of Lot 5, Block "A" of Lakeline Retail Subdivision Section 1, recorded in Document No. 2012005731, of the Official Public Records of Williamson County, Texas, said 0.013 acre tract of land being more particularly described in the field notes and drawing attached hereto as Exhibit "A".

Tract Two:
A 0.073 acre tract of land located in the RACHAEL SAUL SURVEY, ABSTRACT NO. 551, Williamson County, Texas, being a portion of Lot 1A, Block "A" of Amended Plat of Lots 1 and 3, Block "A" Lakeline Retail Subdivision, Section 1, recorded in Document No. 2012088909, of the Official Public Records of Williamson County, Texas, said 0.073 acre tract of land being more particularly described in the field notes and drawing attached hereto as Exhibit "B".

The parties agree further as follows:

1. Term. The term of the Easement shall commence upon full execution of this Temporary Construction Easement and shall be in full force and effect at all times during the accomplishment and completion of the construction activities described in the plans by Kimley

Horn Case #SP-2016-0491DS (such plans hereinafter referred to as the "**Plans**" and the work referenced therein hereinafter referred to as the "**Project**"), which construction activities shall be completed not later than December 31, 2018 (the "**Completion Deadline**"). This Easement shall terminate and the easement rights and improvements constructed within the Property shall revert to and become the responsibility of the Grantor, thirty days following the earlier of the Completion Deadline or the date of completion of construction of the Project (or if later, following the completion by Grantee of the Repairs as defined below). Such termination shall be permanent, and, in no event will Grantee's rights under this Easement subsequently become effective again.

2. Limitations. This Easement is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

3. Use of the Property. The Easement is granted to Grantee only for the purpose stated herein and for no other purpose, and Grantee shall not be entitled to use the Property or any other portion of the Lakeline Shopping Center of which is a part (the "**Shopping Center**") for any other purpose. In connection with the use of the Property, Grantee agrees to each of the following terms and conditions:

a. Grantee shall, at its sole cost and expense, at all times keep the remainder of the Shopping Center free from any and all debris and trash relating to the Project.

b. Grantee shall not cause or permit the Property to be put in an unsafe condition.

c. Grantee shall not bring to or upon, or cause or permit to be brought to or upon, the Shopping Center any noises that are not consistent with roadway and utility construction work detailed in the Plans.

d. Grantee shall not permit liens or claims of any nature relating to the Project to be filed or charged against the Shopping Center. Should any such lien be filed against the Shopping Center, Grantee shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

e. Except as contemplated as part of the Project, no existing improvements within the Property shall be removed or disturbed by Grantee. Grantee shall use its best efforts to prevent any damage to the Shopping Center, any interruption of utility service, interference with the use of the HEB fuel station and any other interference with the operations at the Shopping Center. In the event that Grantee in any way interferes with of interrupts utility service or the operations at the Shopping Center, including without limitation the use of the HEB fuel station, or causes any portion of the Shopping Center to be inaccessible, Grantee must resolve those issues within three (3) days to Grantor's reasonable satisfaction and before progressing with any other portion of the work detailed in the Plans.

f. Grantee assumes all risk of loss or damage to the property of Grantee associated with the Project and/or use of the Property, including any loss or damage caused by water, fire, windstorm, explosion, theft, or other cause. Grantee shall be responsible for all of Grantee's costs related to the use of the Property pursuant to this Agreement, and Grantor shall not be responsible for the security and safety of Grantee's employees, agents, or contractors directly or indirectly associated with the Project and use of the Property pursuant to this Agreement. For Project-related claims, Grantor will not be liable to Grantee, or those claiming through Grantee, for injury, death or property damage occurring on the Property, and Grantee will be responsible for any and all claims, losses, damages, injuries, costs and expenses that the Grantor incurs because of Grantee's use of the Easement.

g. All activity within the Property must be coordinated with representatives of Grantor. If a representative of Grantor reasonably believes that activity within the Property is creating or could create a risk of damage to a portion of the Shopping Center outside of the Property, any interruption in utility service, or interference with the operations on the Shopping Center, then Grantee will work to remediate such risk to the mutual satisfaction of Grantor and Grantee.

h. No portion of the remainder of the Shopping Center shall be used for storage or staging of materials or equipment.

i. If, in the course of performing activities relating to the Project, Hazardous Materials or debris are released by Grantee, Grantee (and not Grantor) shall be responsible for the remediation and/or disposal of such materials in accordance with applicable environmental laws. For purposes of this Agreement, the term (i) "**Hazardous Materials**" shall mean and refer to the following: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law, and (ii) "**Environmental Laws**" shall mean and refer to the following: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

j. Grantee shall keep at least one (1) lane (in each direction) of the access road from Lakeline Boulevard to the HEB fuel station open to traffic at all times. Grantee shall provide notice to Grantor at least five (5) business days prior to any partial closure of such access point.

k. During the accomplishment and completion of the Project and at all times any personnel or materials are on the Property, grantee and any and all contractors, subcontractors, vendors, and materialmen must have insurance coverage that is typical for the type of work detailed in the Plans, including without limitation, liability, property, and worker's comp insurance coverage in amounts reasonably satisfactory to Grantor, and must deliver evidence of such insurance to grantor prior to entering upon the Property.

Following completion of the Project, Grantee shall at its expense and within thirty (30) days of completion of the Project restore any portion of the Property and Shopping Center injured by Grantee's activities, to substantially the same condition as existed previous to entry upon the Property as set forth below.

4. Repairs. Grantee agrees that it will, after doing work pursuant to the rights hereby granted, restore the Property and Shopping Center to substantially the same condition as existed prior to such work, taking into consideration the nature of the work being performed. Such restoration obligations shall include without limitation: (i) replacement and regrading of topsoil in areas disturbed by the use of the Property and Shopping Center, and reseeding grass areas with the same type of grass in place on the date hereof; (ii) replacement of any trees, shrubs, or other vegetation that are removed of comparable type and maturity of those existing on the date hereof; and (iii) removal of equipment and supplies for the Project (collectively, the "**Repairs**"). All of the foregoing activities are deemed to be part of the "Project". The consideration recited herein shall constitute payment in full for all damages (other than the costs of Grantee's restoration and repair obligations as set forth in this Easement) sustained by Grantor by reason of the utilization by the Grantee of the rights granted herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, by, through or under Grantor but not otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this _____ day of _____, 2018.

GRANTOR:

TR LAKELINE MARKET RETAIL CORP.,
a Delaware corporation

By: _____

Name:
Ron Ragsdale

Title:
Vice President

(Grantor Acknowledgement and Grantee Acceptance Next Page)

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on this the 17th day of the month of May, 2018, by Ron Ragsdale (Name), Vice President (Title) of TR Lakeline Market Retail Corp., an authorized agent of **TR LAKELINE MARKET RETAIL CORP.**, known by 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 and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

CAROL A. BROWNING
Notary Public, State of Texas
Comm. Expires 12-28-2021
Notary ID 124079086

Signature

Carol A. Browning

Printed Name

Notary Public, State of Texas

ACCEPTANCE

Grantee accepts the attached deed and consents to its form and substance.

GRANTEE:

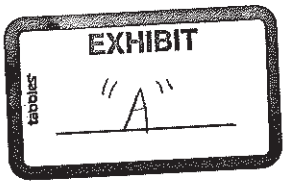
WILLIAMSON COUNTY, TEXAS

By:_____
Dan Gattis, County Judge

Attest:

By:_____
Nancy Rister, County Clerk

Date:_____



METES AND BOUNDS DESCRIPTION

FOR A 0.013 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK "A" OF LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012005731, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.013 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at surveyor's PK nail with washer found marked "BURY" (Surface Coordinates: N = 10147765.62, E = 3093119.64, Project scale factor 0.9998785378),on the northeasterly corner of said Lot 5, same being on an angle point in the northwesterly boundary line of Lot 1A, Block "A", of AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A" LAKELINE RETAIL SUBDIVISION SECTION 1, recorded in Document No. 2012088909, of the Official Public Records of Williamson County, Texas, same being on the northeasterly corner of Parcel 4 a proposed 0.081 acre tract of land to be conveyed by separate instrument, same being on a point in the southerly right-of-way line of South Lakeline Boulevard, dedicated in Volume 1522, Page 838, of the Official Records of Williamson County, Texas, from which 1/2" iron rod found with cap marked "BURY on the northwesterly corner of said Lot 5, same being on an angle point in the northwesterly boundary line of said Lot 1A, same being on the northwesterly corner of said proposed Parcel 4, same being on the northeasterly corner of Parcel 3 a proposed 0.191 acre tract of land to be conveyed by separate instrument, same being on a point in the southerly right-of-way line of said South Lakeline Boulevard, bears S 50°17'49" W for a distance of 156.34 feet;

THENCE, S 36°11'28" E with the common boundary line of said Lot 5, and said Lot 1A, and said proposed Parcel 4 for a distance of 29.35 feet, to a 1/2" iron rod found with cap marked "Diamond Surveying" (Station 17+25.25, Offset 84.00 feet right), monumenting the northeasterly corner and **POINT OF BEGINNING** hereof;

THENCE, **S 36°11'28" E** with the common boundary line of said Lot 5, and said Lot 1A for a distance of **16.32 feet** to a calculated point for the southeasterly corner hereof, from which a surveyor's PK nail with washer found marked "BURY", on the southeasterly corner of said Lot 5, and an interior ell corner of said Lot 1A, bears S 36°11'28" E for a distance of 249.61 feet;

THENCE, through the interior of said Lot 5, the following three (3) courses and distances:

1. **S 52°39'47" W** for a distance of **37.35 feet** to a calculated point for the southwesterly corner hereof;

2. **N 37°32'08" W** for a distance of **14.75 feet** to a calculated point on the southerly boundary line of said proposed Parcel 4, for the northwesterly corner hereof, from which a 1/2" iron rod found marked "DIAMOND SURVEYING" (Station 16+73.50, Offset 84.00 feet right), on an angle point in said southerly boundary line of proposed Parcel 4, bears S 50°16'27" W for a distance of 13.99 feet;

3. **N 50°16'27" E** with said southerly boundary line of said proposed Parcel 4 for a distance of **37.76 feet** to the **POINT OF BEGINNING** hereof and containing 0.013 acre of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.

The stations and offsets are based the centerline alignment per plans as provided by HNTB.

A survey drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

July 10, 2017

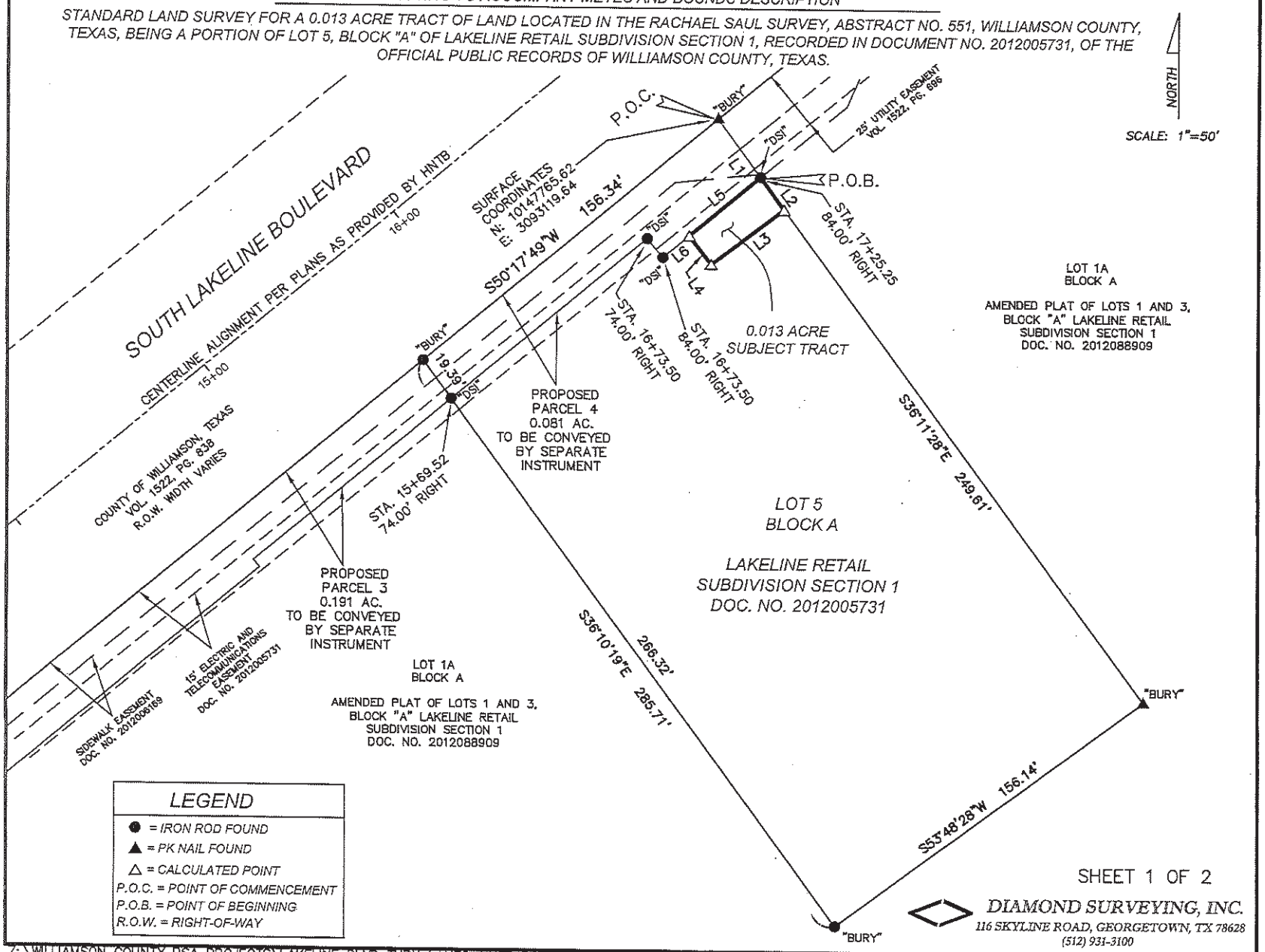
SHANE SHAFER, R.P.L.S. NO. 5281 DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS\LAKELINE BLVD TURN LANES-HNTB ROAD BOND PROJECT\7-10-17 TEMP CONST ESMTS\7-10-17 PARCEL 4 TWSE M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.013 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK "A" OF LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012005731, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LEGEND

- ● = IRON ROD FOUND
- ▲ = PK NAIL FOUND
- △ = CALCULATED POINT
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- R.O.W. = RIGHT-OF-WAY

SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.013 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK "A" OF LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012005731, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S36°11'28"E	29.35'
L2	S36°11'28"E	16.32'
L3	S52°39'47"W	37.35'
L4	N37°32'08"W	14.75'
L5	N50°16'27"E	37.76'
L6	S50°16'27"W	13.99'

SURVEYOR'S NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL(4203), STATE PLANE SYSTEM.
THE COORDINATES SHOWN HEREON ARE SURFACE COORDINATES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.9998785378 (PER SHEET 8 OF THE PLANS AS PROVIDED BY HNTB)

2) ONLY THOSE EASEMENTS ON RECORDED PLAT ARE SHOWN HEREON. NO OTHER EASEMENT RESEARCH WAS PERFORMED BY DIAMOND SURVEYING, INC.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

To: WILLIAMSON COUNTY, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed in July 21, 2016. At the time of this survey there were no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. This survey has been prepared without the benefit of a title commitment and is not intended to show all easements which may affect this tract. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Shane Shafer, R.P.L.S. NO. 5281 *July 10, 2017*
DATE:

SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

Z:\WILLIAMSON COUNTY PSA PROJECTS\LAKELINE BLVD TURN LANES-HNTB ROAD BOND PROJECT\7-10-17 TEMP CONST ESMTS_7-7-17 PARCEL 4 TWSE.dwg



METES AND BOUNDS DESCRIPTION

FOR A 0.073 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1A, BLOCK "A" OF AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A" LAKELINE RETAIL SUBDIVISION, SECTION 1, RECORDED IN DOCUMENT NO. 2012088909, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.073 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found marked "BURY" (Surface Coordinates: N = 10147665.75, E = 3092999.36, Project scale factor: 0.9998785378), on an angle point in the northwesterly boundary line of said Lot 1A, same being on the northwesterly corner of Lot 5 Block "A" LAKELINE RETAIL SUBDIVISION SECTION 1, recorded in Document No. 2012005731, of the Official Public Records of Williamson County, Texas, same being on the northeasterly corner of Parcel 3 a proposed 0.191 acre tract of land to be conveyed by separate instrument, same being on the northwesterly corner of Parcel 4 a proposed 0.081 acre tract of land to be conveyed by separate instrument, same being on a point in the southerly right-of-way line of South Lakeline Boulevard, dedicated in Volume 1522, Page 838, of the Official Records of Williamson County, Texas, from which a surveyor's PK nail with washer found marked "BURY" on the northeasterly corner of said Lot 5, same being on an angle point in said northwesterly boundary line of Lot 1A, Block "A", same being on the northeasterly corner of said proposed Parcel 4, same being on a point in said southerly right-of-way line of South Lakeline Boulevard, bears N 50°17'49" E for a distance of 156.34 feet;

THENCE S36°10'19"E, with the common boundary line of said Lot 1A, and said Lot 5, and said proposed Parcel 3 and said proposed Parcel 4 for a distance of 19.39 feet, to a 1/2" iron rod found with cap marked "Diamond Surveying" (Station 15+69.52, Offset 74.00 feet right), monumenting the southwesterly corner of said proposed Parcel 4 and the southeasterly corner of said proposed Parcel 3, from which a 1/2" iron rod found marked "BURY", on the southwesterly corner of said Lot 5 and an interior ell corner of said Lot 1A, bears S36°10'19"E, for a distance of 266.32 feet;

THENCE, S 50°16'27" W through the interior of said Lot 1A with the southerly boundary line of said proposed Parcel 3 for a distance of 90.60 feet to a calculated point on the northeasterly corner and **POINT OF BEGINNING** hereof;

THENCE, continuing through the interior of said Lot 1A, the following two (2) courses and distances:

1. **S 05°16'27" W** for a distance of **21.21 feet** to a calculated point for the southeasterly corner hereof;

2. **S 50°16'27" W** for a distance of **279.32 feet** to a calculated point on the southwesterly boundary line of said Lot 1A, same being on the northeasterly right-of-way line of Pecan Park Boulevard dedicated in Volume 1332, Page 733, of the Official Records of Williamson County, Texas, for the southwesterly corner hereof, from which a 1/2" iron rod found monumenting the beginning of a curve to the left on said southwesterly boundary line of Lot 1A, same being on said northeasterly right-of-way line of said Pecan Park Boulevard, bears S 39°41'54" E for a distance of 363.12 feet;

THENCE, with said southwesterly boundary line of Lot 1A and said northeasterly right-of-way line of Pecan Park Boulevard, the following two (2) courses and distances:

1. **N 39°41'54" W** for a distance of **4.01 feet** to a calculated point on the beginning of a curve to the right;

2. With said curve to the right an arc distance of **7.05 feet**, said curve having a radius of **30.00 feet**, a central angle of **13°28'08"**, and a chord which bears **N 33°10'54" W** for a distance of **7.04 feet** to an iron rod found with cap marked "DIAMOND SURVEYING" (Station 11+85.40, Offset 78.00 feet right), on the southwesterly corner, of said proposed Parcel 4, for the northwesterly corner hereof, from which a 1/2" iron rod found on the end of said curve, same being on said northwesterly boundary line of Lot 1A, same being on said southerly right-of-way line of South Lakeline Boulevard, bears N 11°46'09" E for a distance of 37.12 feet;

THENCE, through the interior of said Lot 1A, with said southerly boundary line of proposed Parcel 3, the following three (3) courses and distances:

1. **N 50°16'27" E** for a distance of **279.54 feet** to a an iron rod found with cap marked "DIAMOND SURVEYING" (Station 14+64.94, Offset 78.00 feet right), for an angle point hereof;

2. **N 39°43'33" W** for a distance of **4.00 feet** to a an PK nail found, (Station 14+64.94, Offset 74.00 feet right), for an angle point hereof;

3. **N 50°16'27" E** for a distance of **13.98 feet** to the **POINT OF BEGINNING** hereof and containing 0.073 acre of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.

The stations and offsets are based the centerline alignment per plans as provided by HNTB.

A survey drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100



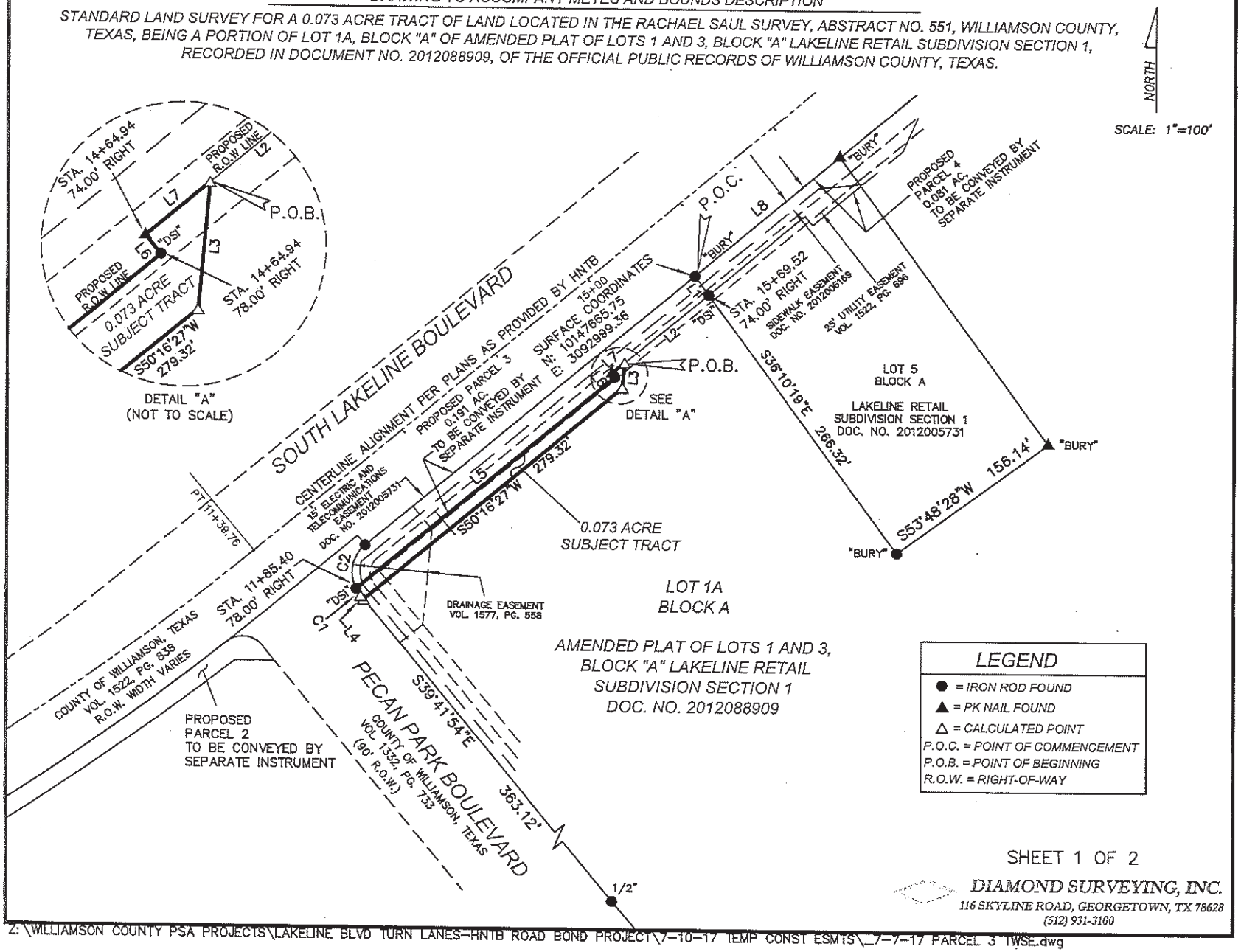
July 10, 2017

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.073 ACRE TRACT OF LAND LOCATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1A, BLOCK "A" OF AMENDED PLAT OF LOTS 1 AND 3, BLOCK "A" LAKELINE RETAIL SUBDIVISION SECTION 1, RECORDED IN DOCUMENT NO. 2012088909, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



SHEET 1 OF 2

DIAMOND SURVEYING, INC.
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S36°10'19"E	19.39'
L2	S50°16'27"W	90.60'
L3	S05°16'27"W	21.21'
L4	N39°41'54"W	4.01'
L5	N50°16'27"E	279.54'
L6	N39°43'33"W	4.00'
L7	N50°16'27"E	13.98'
L8	N50°17'49"E	156.34'

SURVEYOR'S NOTES:

1) BEARING BASIS: NAD–83, TEXAS CENTRAL(4203), STATE PLANE SYSTEM.
THE COORDINATES SHOWN HEREON ARE SURFACE COORDINATES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.9998785378 (PER SHEET 8 OF THE PLANS AS PROVIDED BY HNTB)

2) ONLY THOSE EASEMENTS ON RECORDED PLAT ARE SHOWN HEREON. NO OTHER EASEMENT RESEARCH WAS PERFORMED BY DIAMOND SURVEYING, INC.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	30.00'	7.05'	13°28'08"	N33°10'54"W	7.04'
C2	30.00'	40.02'	76°25'58"	N11°46'09"E	37.12'

To: WILLIAMSON COUNTY, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed in July 21, 2016. At the time of this survey there were no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Standard Land Survey. This survey has been prepared without the benefit of a title commitment and is not intended to show all easements which may affect this tract. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

July 10, 2017

Shane Shafer, R.P.L.S. NO. 5281 *DATE:*



SHEET 2 OF 2

DIAMOND SURVEYING, INC.
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Commissioners Court - Regular Session **27.**

Meeting Date: 05/29/2018

CR 176 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 Kenneth and Theresa Kirk for right of way needed on the CR 176 @ RM 2243 Project. (Parcel 7). Funding Source- Road Bonds P241

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kirk Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2018 10:55 AM
Form Started By: Charlie Crossfield		Started On: 05/24/2018 10:43 AM
Final Approval Date: 05/24/2018		

REAL ESTATE CONTRACT
CR 176 Right of Way—Parcel 7

THIS REAL ESTATE CONTRACT ("Contract") is made by and between KENNETH E. KIRK and THERESA M. KIRK (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 0.040 acre (1,745 Sq. Ft.) tract of land in the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7**);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, the reconstruction of any fencing, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of FOURTEEN THOUSAND FOUR HUNDRED FIFTY-FIVE and 00/100 Dollars ($14,455.00).

Payment of Purchase Price

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

Special Provisions

2.03. As additional compensation for the purchase of the Property, and as an obligation which shall survive the closing of this transaction, Purchaser agrees to cause one asphalt (ACP) material driveway connection to be constructed between the proposed County Road 176 roadway improvements and the remaining property of Seller. The driveway will be constructed as part of the CR 176 improvement construction project on the Property, and shall be constructed in the location and in substantial compliance with the design and specifications as additionally shown in Exhibit "B" attached hereto and incorporated herein, unless alternatives are agreed to between Seller and Purchaser prior to the commencement of construction. Execution of this contract by Seller shall also provide Purchaser and its roadway contractors with permission for any necessary temporary right of access to the remaining property which is required to carry out the obligations of this paragraph.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before June 15th, 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 "C" attached hereto and incorporated herein.

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

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

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

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

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

Kenneth E. Kirk

Address: 654 CR 176, Georgetown, Texas 78628

Date: 5/16/18

Theresa M. Kirk

Address: 654 CR 176, Georgetown, Texas 78628

Date: 5/16/18

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

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

Revised 06/02/17
06/16/17
12/19/17

EXHIBIT A

County: Williamson
Parcel: 7
Highway:County Road 176

FIELD NOTES

FOR

A 0.040 ACRE, OR 1,745 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A CALLED 1.998 ACRE TRACT, DESCRIBED IN CONVEYANCE TO KENNETH E. KIRK AND THERESA M. KIRK IN WARRANTY DEED RECORDED IN DOCUMENT NO. 9667430 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS. SAID 0.040 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at a ½" iron rod found, on the west line of a called 44.31 acre tract recorded in Document No. 2006038439 of the Official Public Records of Williamson County, Texas, the northeast corner of said called 1.998 acre tract, same being the southeast corner of a called 50.0 acre tract recorded in Document No. 2011065655 of the Official Public Records of Williamson County, Texas;

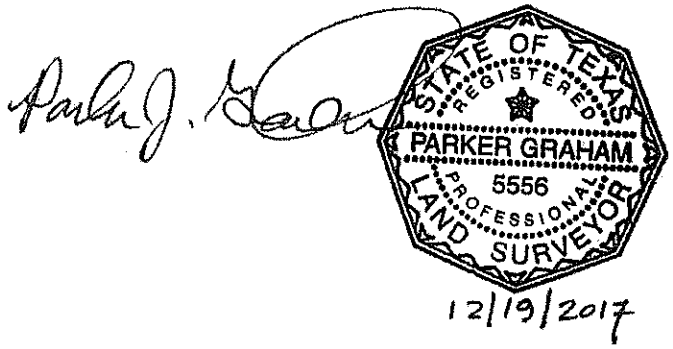
THENCE S 68°45'56" W, with the south line of said called 50.0 acre tract, same being the north line of said called 1.998 acre tract, a distance of **225.40 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, (Grid Coordinates determined as N=10188931.38, E=3101886.50), Station 107+86.41, 65.00 feet left, the **POINT OF BEGINNING** of the herein described tract, same being a point of non-tangent curvature;

THENCE departing the south line of said called 50.0 acre tract, through the interior of said called 1.998 acre tract, with said non-tangent curve to the right having a radius of **1105.00 feet**, a central angle of **04°25'01"**, a chord bearing and distance of **S 33°44'25" W, 85.16 feet**, an arc length of **85.18 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, on the east line of a remnant of a called 26.045 acre tract recorded in Document No. 2002058098 of the Official Public Records of Williamson County, Texas, same being the west line of said called 1.998 acre tract;

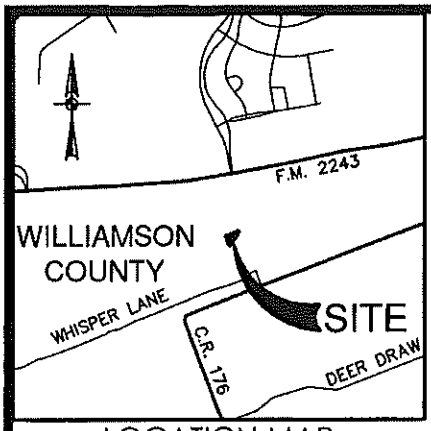
THENCE N 20°57'44" W, with the east line of said remnant of a called 26.045 acre tract, same being the west line of said called 1.998 acre tract, a distance of **48.88 feet** to a ½" iron rod found, on the south line of the aforementioned 50.00 acre tract, the northeast corner of said remnant of a called 26.045 acre tract, same being the northwest corner of said called 1.998 acre tract;

THENCE N 68°45'56" E, with the south line of said called 50.0 acre tract, same being the north line of said called 1.998 acre tract, a distance of **69.51 feet** to the **POINT OF BEGINNING** and containing 0.040 of an Acre in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 59006-16.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 3, 2017
JOB No.: 59006-16
DOC.ID.: H:\survey\SURVEY16\16-59006\Exhibits\Word\KIRK-0.040Acre.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



12/19/2017



LOCATION MAP

NOT-TO-SCALE

LEGEND:

D.R.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
FD.	FOUND
I.R.	IRON ROD

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

1 inch = 100'

100' 0' 50' 100'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N20°57'44"W	48.88'
L2	N68°45'56"E	69.51'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1105.00'	4°25'01"	S33°44'25"W	85.16'	85.18'

OWNER: MMA RANCH LIMITED PARTNERSHIP
A CALLED 50.0 ACRE TRACT
DOC. NO. 2011065655 (O.P.R.)

OWNER: TIMOTHY L. KENNEDY
A CALLED 44.31 ACRE TRACT
DOC. NO. 2006038439 (O.P.R.)

OWNER: KENNETH PATRICK WHITTLESEY AND ANA ROSA WHITTLESEY
A CALLED 16.416 ACRE TRACT
DOC. NO. 2015017002 (O.P.R.)

0.040 OF AN ACRE

(1,745 SQ. FT. MORE OR LESS)

P.O.C.
FD. ½" I.R.

S68°45'56"W ~ 225.40'

GRID COORDINATES
N=10188931.38
E=3101886.50

P.O.B.
STA. 107+86.41
65.00 LT.

STA. 108+40.51
24.38 LT.
FD. ½" I.R.

STA. 108+66.59
65.00 LT.

107+00
108+00
109+00
110+00
111+00
112+00

PT: 109+13.68
PC: 110+18.42

L1
L2
C1
7

OWNER: KENNETH E. KIRK AND THERESA M. KIRK
A CALLED 1.998 ACRE TRACT
DOC. NO. 9667430 (O.R.)

OWNER: IRMA DIAZ
REMNANT OF A CALLED 26.045 ACRE TRACT
DOC. NO. 2002058098 (O.P.R.)

OWNER: THOMAS D. DIAZ, III AND MELISSA R. SHARPE-DIAZ
A CALLED 1.000 ACRE TRACT
DOC. NO. 2003019309 (O.P.R.)

JOHN T. CHURCH SURVEY
ABSTRACT NO. 140

EXHIBIT OF

A 0.040 ACRE, OR 1,745 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A CALLED 1.998 ACRE TRACT, DESCRIBED IN CONVEYANCE TO KENNETH E. KIRK AND THERESA M. KIRK IN WARRANTY DEED RECORDED IN DOCUMENT NO. 9667430 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS
REGISTERED
PARKER GRAHAM
5556
PROFESSIONAL
LAND SURVEYOR

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

REVISED:
06/02/17
06/16/17
12/19/17

DECEMBER 19, 2017

JOB No.: 59006-16

SHEET 3 OF 3

Date: Dec 19, 2017, 9:58am User ID: PGRAHAM
File: H:\survey\SURVEY16\16-59006\Exhibits\KIRK.dwg

EXHIBIT "B"

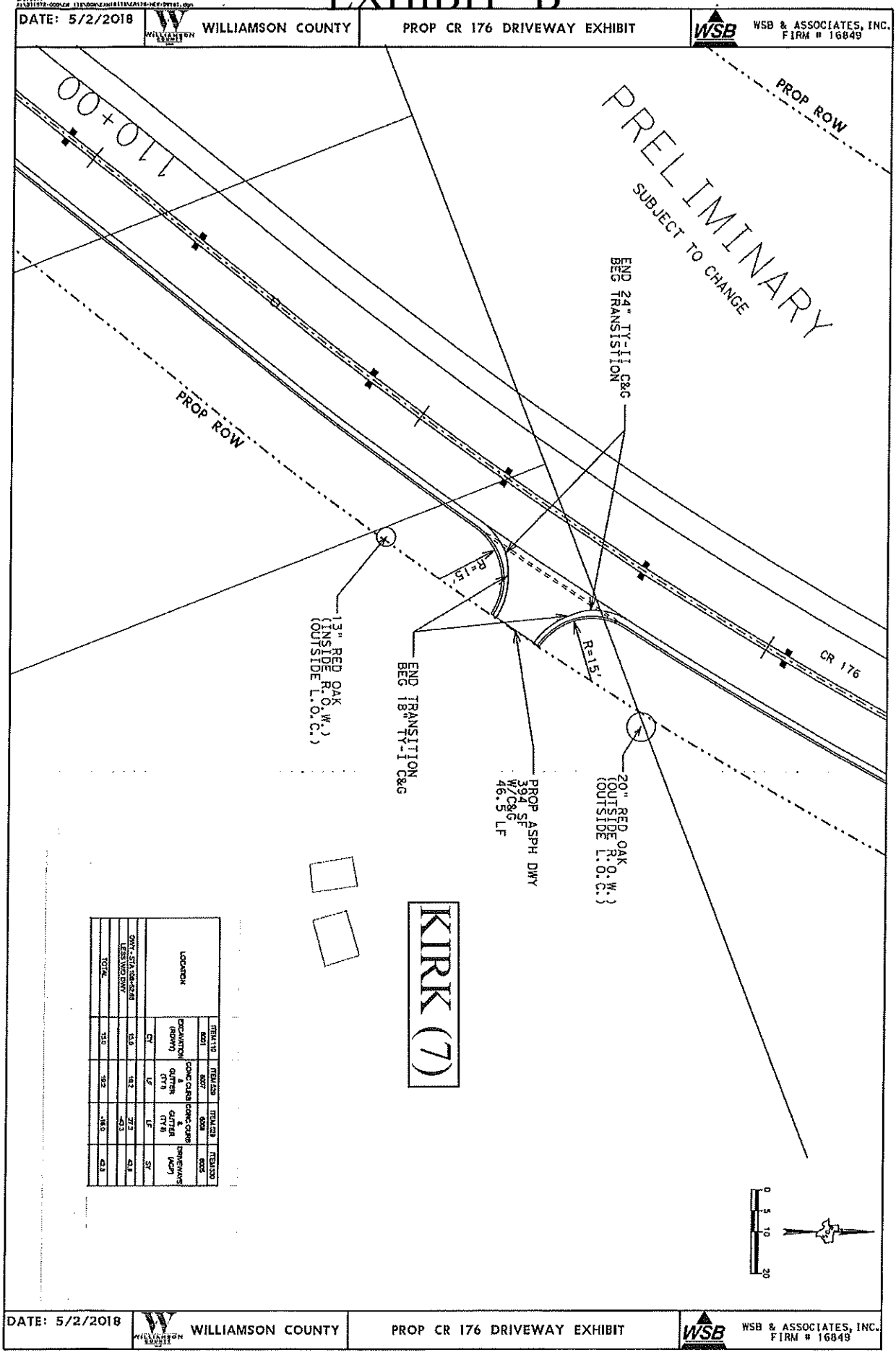

DATE: 5/2/2018
WILLIAMSON COUNTY
PROP CR 176 DRIVEWAY EXHIBIT
WSB & ASSOCIATES, INC.
FIRM # 16849
110+00
PRELIMINARY
SUBJECT TO CHANGE
PROP ROW
PROP ROW
END 24" TY-I C&G
BEG TRANSITION
R=15'
R=15'
CR 176
13" RED OAK
(INSIDE R.O.W.)
(OUTSIDE L.O.C.)
END TRANSITION
BEG 18" TY-I C&G
PROP ASPH DWY
394 SF
W/C&G
46.5 LF
20" RED OAK
(OUTSIDE R.O.W.)
(OUTSIDE L.O.C.)
KIRK (7)
LOCATION
ITEM 110
EXCAVATION (ROADWAY)
CY
ITEM 420
CONC CURB & GUTTER (TY I)
LF
ITEM 420
CONC CURB & GUTTER (TY II)
LF
ITEM 432
RIPRAP (MTD)
SY
DWY - STA 109+52±B
15.0
19.2
27.3
43.3
LESS WID DWY
15.0
19.2
40.3
43.3
TOTAL
15.0
19.2
-13.0
43.3
0
5
10
20
DATE: 5/2/2018
WILLIAMSON COUNTY
PROP CR 176 DRIVEWAY EXHIBIT
WSB & ASSOCIATES, INC.
FIRM # 16849

EXHIBIT "C"

Parcel 7

DEED
CR 176 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That KENNETH E. KIRK and THERESA M. KIRK, 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 0.040 acre (1,745 Sq. Ft.) tract of land in the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7**).

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR176.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 16 day of May, 2018.

GRANTOR:

Kenneth E. Kirk

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 16 day of May, 2018 by Kenneth E. Kirk, in the capacity and for the purposes and consideration recited therein.

KYLA SCHULER
Notary ID # 126688370
My Commission Expires
October 20, 2020

Notary Public, State of Texas

GRANTOR:

Theresa M. Kirk

Theresa M. Kirk

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 16 day of May, 2018 by Theresa M. Kirk, in the capacity and for the purposes and consideration recited therein.

KYLA SCHULER
Notary ID # 126688370
My Commission Expires
October 20, 2020

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **28.**

Meeting Date: 05/29/2018

Supplemental RVE Agreement for Brushy Creek Regional Trail Phase V

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental Agreement with RVE for Brushy Creek Regional Trail Phase V.

Background

The Texas Department of Transportation is requiring additional Salamander Surveys for the project area associated with Brushy Creek Regional Trail Phase V. Investigators will follow U.S. Fish and Wildlife Service protocols for the Northern Edwards Aquifer Salamanders, released in October of 2014, in conducting presence and absence surveys within the spring runs potentially affected by the project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Supplemental Agreement

Form Review

Inbox	Reviewed By	Date
Parks (Originator)	Randy Bell	05/21/2018 03:43 PM
Hal Hawes	Hal Hawes	05/22/2018 08:58 AM
County Judge Exec Asst.	Wendy Coco	05/23/2018 11:23 AM
Form Started By: Randy Bell		Started On: 05/21/2018 02:14 PM
Final Approval Date: 05/23/2018		

SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES

This Supplemental Agreement No. 2 to the Agreement for Landscape Architectural Services ("Supplemental Agreement No. 2") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas, (the "County") and **RVE, Inc. D/B/A RVi**, a Texas corporation, hereinafter (the "Landscape Architect" or "LA").

RECITALS

WHEREAS, County and LA previously executed an Agreement for Landscape Architectural Services (the "Agreement") wherein LA agreed to perform certain professional landscape architectural services in connection with Phase V of the Brushy Creek Regional Trail ("Project");

WHEREAS, TxDOT is requiring additional Salamander Surveys for the Project area and such surveys were not originally contemplated and now constitute Additional Services under the Agreement;

WHEREAS, it has become necessary to supplement the Agreement in order to set forth the scope of the Additional Services, as well set forth the compensation to be paid for such Additional Services.

AGREEMENT

NOW, THEREFORE, premises considered, County and LA agree that the Agreement is supplemented, amended and modified as follows:

I. Scope of Additional Services

The parties agree that LA shall perform the following Additional Services:

Task 1
***Eurycea* Salamander Presence / Absence Surveys**

The Project area occurs within the Brushy Creek watershed which contains springs and spring-fed channels that are known to be occupied by threatened Jollyville Plateau salamander (JPS, *Eurycea tonkawae*). Five springs were located within the Project area during the recent geologic assessment investigation. An additional spring was located upstream of the Project area within such proximity that potential effects from the Project could occur. Under this task, LA personnel will follow U.S. Fish and Wildlife Service protocols for the Northern Edwards Aquifer Salamanders (released in October of 2014) in conducting presence/absence

investigations within the spring runs. These protocols require a minimum of 15 active surveys of surface habitat supplemented with passive bottle trapping for subsurface habitat usage to attain an absence finding (with a 95% confidence interval). At least half of these surveys must occur in the period of April 1 to September 1. Salamander protocols do not require survey work to continue beyond a "presence" finding if salamanders are detected at any given time during the investigations or if "absence" is determined following the completion of the 15 required surveys. The cost estimate provided herein assumes completion of an "absence" finding and may be higher than required depending on results. This task will be led by LA personnel permitted by the USFWS for conducting *Eurycea* salamander presence/absence surveys (Permit TE37416B). LA staff will be available to attend meetings and participate in conference calls as requested.

Task 1 Cost Not-to-exceed $27,800.00

Task 2
Environmental Document Assistance

Under this task, LA's senior karst geoscientist will provide assistance in drafting the portions of the environmental document relevant to *Eurycea* species impacts.

Task 2 Cost Not-to-exceed $2,800.00

II. Compensation

For the LA's performance of the Additional Services under this Supplemental No. 2, the County shall compensate the LA the "not-to-exceed" amount of: **$30,600.00.**

III. Terms of Agreement Control and Extent of Supplemental Agreement No. 2

All services described herein will be performed in accordance with the terms and conditions of the Agreement. All obligations, responsibilities, terms and conditions of the Agreement shall apply to the services described herein. All terms of the Agreement and any prior supplemental agreements and amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the LA have executed this Supplemental Agreement No. 2, in duplicate, to be effective as of the date of the last party's execution below.

LANDSCAPE ARCHITECT:

RVE, Inc. D/B/A RVi

By: Barbara Austin

Printed Name: BARBARA AUSTIN

Title: VICE PRESIDENT

Date: May 21, 2018

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____, 20___

Commissioners Court - Regular Session **29.**

Meeting Date: 05/29/2018

Employee Policy Manual Update

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Updates include clarification of sick leave use parameters, leave payment upon termination of employment, worker's compensation reporting requirements, FMLA leave use types and Sick Leave Pool qualification. Additionally, final updates to the salary study market group are included. Updates are reflected in red print in the attached draft Employee Policy Manual.

Fiscal Impact

From/To	Acct No.	Description	Amount

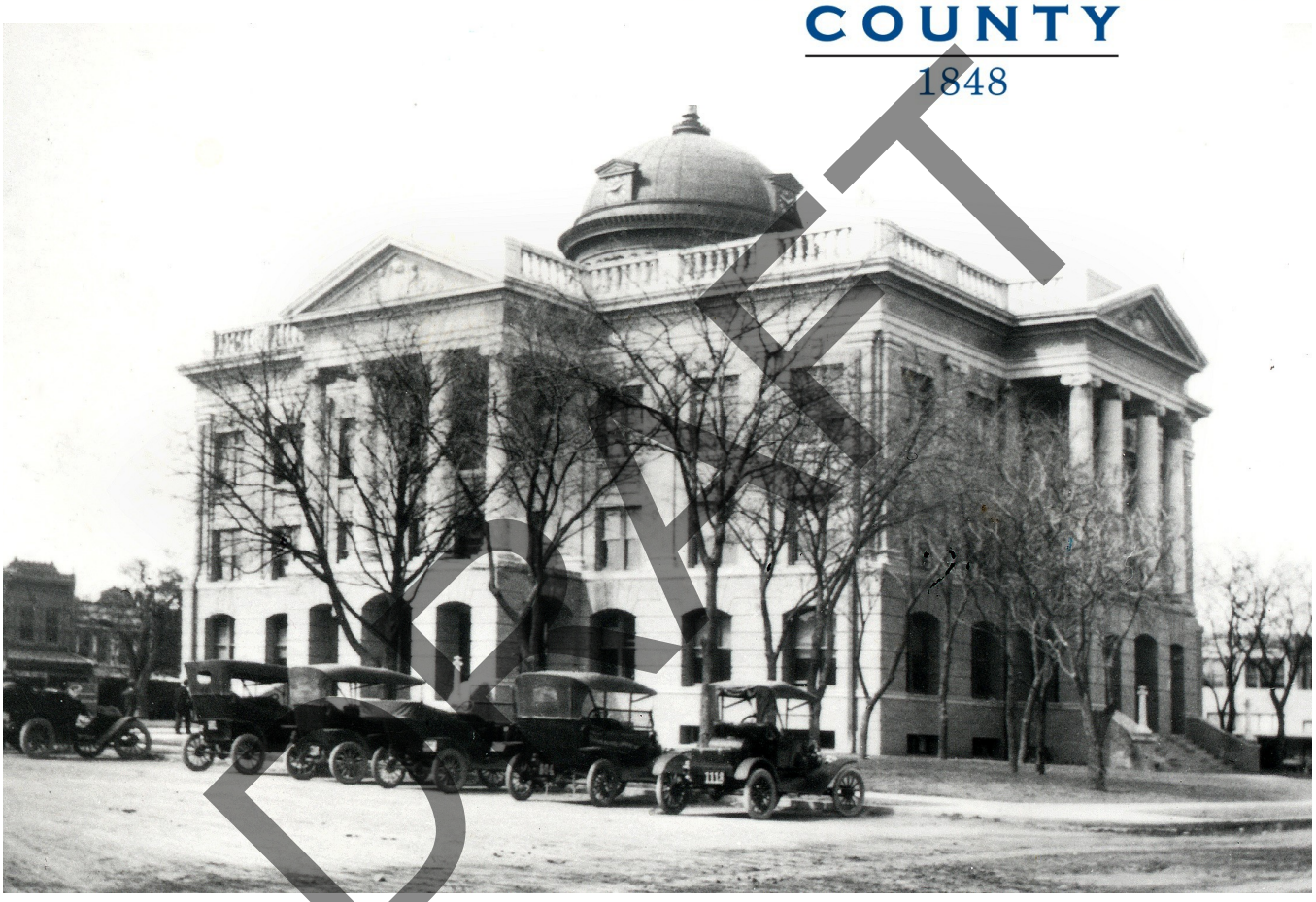
Attachments

Complete Policy Manual

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/23/2018 11:23 AM
Form Started By: Tara Raymore		Started On: 05/23/2018 09:32 AM
Final Approval Date: 05/23/2018		

WILLIAMSON COUNTY
1848



DRAFT

Employee Policy Manual

Last updated December 12, 2017

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- Expenditure Guidelines..... 16

Compensation..... 21

Employee Responsibilities..... 30

DRAFT

Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

Commissioners Court

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

County Operations

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.

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Employment

At Will Employment

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time with or without notice
- Williamson County may terminate the employment relationship at any time with or without cause or notice
- Williamson County may change the terms and conditions of employment at any time, with or without notice

Equal Employment Opportunity & ADA Compliance;

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, promotions, terminations, compensation, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- **Full-time:** Full time positions are scheduled to work consistently 30 or more hours in a pay week
- **Part-time:** Part time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay
- **Temporary**: Temporary employees are limited to working 130 days in a calendar year. They are not eligible for TCDRS retirement, holidays, benefits or leave time including longevity pay

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act. (FLSA)

- **Exempt:** Exempt positions are salaried positions which are not eligible for overtime or compensatory time
- **Non-Exempt:** Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy

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Employment

Overtime

Classification	Eligibility	Accrual
Exempt	NO	Exempt employees are not eligible for overtime compensation
Non-Exempt	YES	• Time and a half pay or compensatory time after 40 hours actually worked in a work week • Determination of pay vs comp time is based on departmental budget
Non-Exempt: Department of Infrastructure	YES	• Time and a half compensatory time after 40 hours actually worked • In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor
Non-Exempt: Public Safety Positions	YES	Time and a half overtime pay or compensatory time after 40 hours worked
Non-Exempt: Law Enforcement and Corrections Officers	YES	Time and a half overtime pay or compensatory time after 86 hours worked in a 14 day pay period
Non-Exempt Essential Personnel	YES	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded

All overtime must be preapproved by the Elected Official or Department Head. Only hours actually worked are included in the determination of overtime as it is based on hours actually worked. Sick leave, vacation, holidays, and other absences from the work place do not count toward the accrual of overtime. Time sheets must be balanced to the number of hours scheduled per pay period. As used above, time and one half pay may refer to accruals of compensatory time or overtime payments. Compensatory time is limited to 240 hours, all hours above this limit will be paid overtime pay.

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Employment

Recruitment

When a position becomes vacant, the position may be posted externally through Human Resources, internally (within the department) by the Elected Official or Department Head or the position may be filled by an applicant that has previously applied for a similar position within the past 180 days. The Elected Official, Department Head or their designee will make the final selection in the recruitment process. The chart below generally defines the processes:

Job Posting Options

Type	Description	Documentation	Process
External Job Posting	Vacant position is posted online through Human Resources	A request to post must be sent to Human Resources	Position will be posted through online hiring system for a minimum of 5 calendar days
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only	An email or manual written posting may be used to notify employees of the vacancy	Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.)
Applicant Pool	Applications are reviewed from a previous posting for the same or similar position	Contact Human Resources to request applications from the previous posting	Applications will be provided through the online hiring system for the hiring manager to review

DRAFT

Candidate Selection Process

All candidates being considered should meet the minimum requirements for the position and should go through a consistent screening and interviewing process. Once a candidate is selected, the hiring manager must notify Human Resources to complete the final steps in the hiring process.

Nepotism

Nepotism is the hiring or influencing others to hire relatives without regard to merit. The County and the Texas Government Code Chapter 573 outline specific rules prohibiting the appointment, confirmation of appointment, or voting for the appointment (or confirmation of appointment) of a relative. Refer to the Texas Government Code Chapter 573(Relationships by Consanguinity or by Affinity) for additional clarification. In compliance with its own policies, the Commissioners Court will not affirm any Officer who is related to another employee within the same department.

Changes in relationships which may violate this policy, must be immediately reported to Human Resources

Employment

Hiring Post TCDRS Retirement

Williamson County elected officials, department heads, or other agents of the County may not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree. Any retiree selected for a position with Williamson County will require pre-approval from the Human Resources Department due to TCDRS rules.

Pre-Employment Screening

Potential employees of Williamson County may be required to submit to a criminal history check, physical exam, drug screening or other job specific screening, prior to employment. Any job offer is contingent upon successfully completing and meeting the requirements of these screenings. If additional information is received after employment begins which fails to meet the screening requirements, the employment relationship may be terminated. False information provided by an applicant will disqualify the applicant from consideration, or if discovered after employment begins may result in termination.

Post Hire



New Employee Orientation

All new employees must attend new employee orientation before the end of the pay period in which they are hired.

Direct Deposit

Direct Deposit is mandatory. The first pay check will be mailed to the address of record, as will the first paycheck whenever changing banking institutions. Pay remittance slips can be viewed and printed online.

Texas County and District Retirement System Contributions (TCDRS)

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System (TCDRS) as a condition of employment. Temporary employees are exempt from participation as provided by Retirement System regulations. The required contribution is deducted from an employees pay each pay period.



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Employment

Transfers

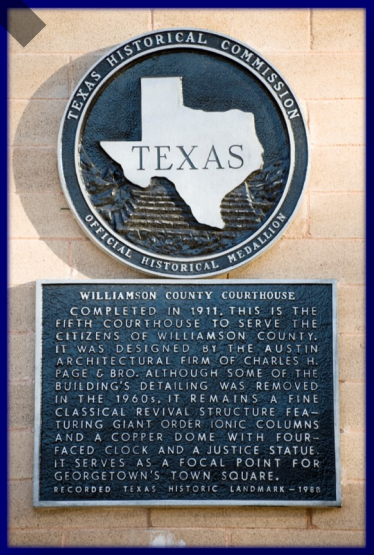
Employees transferring from one County office or department to another should give at least a two week written notice to their current official/department head. The current official/department head may waive the two week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited. Transfers to and from WCCHD, Museum or CSCD are considered employment separations.



Separation of Employment

Employees are required to provide at least a two week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck for certain eligible employees.
The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

- Accrued vacation time or comp time
- Unused holiday time banked prior to October 1, 2014



Adjusted Service Dates for Rehired Employees

Employees rehired within 90 days from his/her last employment termination date, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of employment minus the number of break in service days. The adjusted service date will also be used for determining vacation and longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, KSA's of former employee or other special circumstances)

Refer to the Uniformed Services Employment and Re-employment Rights Act (USERRA) for reemployment rights if the break in service is related to active military leave. Contact the Human Resource Department for assistance.



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Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

Don't forget to check County email daily!

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time
- Breaks of more than 20 minutes (i.e. errands) will require non-exempt employees to clock out and not to perform any work during that time
- Lunch breaks will be for a period of not less than 30 minutes, during which the employee may not perform any work

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks as listed above. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.



Reporting Time Worked and Leave Time

Timesheets must be approved and signed off on the day indicated on the payroll calendar by the time indicated by the Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system
- Exempt: Employees do not enter the hours worked, must record leave time such as sick, holiday, vacation, and FMLA in the timekeeping system

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately

Employee Leave Policies

Employees accrue vacation and sick leave for each pay period. The leave hours may be adjusted when employees are not in paid status. The leave chart on the next page provides the policies related to the various leave types authorized by the County.

DRAFT

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Pay Out	Policy
VACATION 160 hours accrual max	< 5 years= 3 Hours 5 minutes per pay period	80 hours	• Leave is accrued at the end of the pay period • Changes in work schedules, may result in adjustments to leave balances & accruals • Part-time employees earn 1.5 hours per pay period with the same max accrual as Full-time employees (Effective 10/1/16) • Proration may occur for full-time employees that work less than 30 hours per week • Contact Human Resources for more information
	5 to < 10 Years= 4 hours 37 minutes per pay period	120 hours	
	10 + years= 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 24 hour Shifts) 168 hours accrual max	< 10 years= 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	• May only be used for illness or medical appointment for employee or *qualifying* family member, as defined by FMLA • May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician, of the child having a serious medical condition • May be required to provide documentation • Not a substitute for vacation • Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16)
SICK LEAVE (EMS Paramedics on 24 hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	
FLOATING HOLIDAY*	2 (8 hours) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• Only available to full time employees • Must be used by the end of the fiscal year • EMS Paramedics on </= 12 hour shifts will receive 2 days/hours based on normal shift assignment
HOLIDAY*	• Part time employees receive 4 hours • Full-time employees 8 hours	N/A (Not paid at termination)	• Dates are established by Commissioners Court annually, subject to change • Employee must work or be on approved paid leave the day before and after the holiday • EMS Paramedics will receive up to 12 hours based on normal shift assignment
BEREAVEMENT LEAVE*	2 (8 hour) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• May be granted following the death of one of the following relatives: spouse, mother, father, child, sister, brother, grandparents, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law • Documentation may be required • EMS paramedics will receive 2 days/hours based on normal shift assignment
Non– Exempt PUBLIC SAFETY ADJUSTMENT	64 hours per fiscal year, does not roll over	N/A (Not paid at termination)	• Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions • Max of 4 hours per shift and must be used with 8 hours of holiday/floating holiday/bereavement to cover shift as scheduled

*Refer to Non-Exempt Public Safety Adjustment policy

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Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	• Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court • Time off to vote may be approved due to unusual circumstances, please see Texas State Regulations • Leave may be approved when an employee is summoned to testify for a case that is work related only • The first 15 days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay • Contact HR for further information related to USERRA leave and benefit continuation
BAD WEATHER	As determined by order of the County Judge	N/A	• Employee must be at work or scheduled and ready for work on the day of office closure • Employees on approved leave of any type are not eligible • If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	• Leave is granted when exempt employees must work during office closure that has been declared by the County Judge • EP leave must be used before the end of the current fiscal year

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Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday	200 hours	• Will not be paid upon termination if earned after 10/1/14
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual	240 hours	• Must be used before vacation time
WORKERS COMPENSATION LEAVE	Used by employees that must miss work due to an on the job injury	N/A	• Any on the job injury must be reported immediately, failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001) • HR will coordinate leave and medical care with the Worker's Compensation carrier • Contact HR for more information

Wilco PTO leave time is applied in the following order:
1) Compensatory time 2) Vacation leave

Note: All leave accruals are based on time actually worked by the employee, leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave in the pay week.

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A list of County Holidays can be found on wilco.org



For more information on FMLA visit: http://www.dol.gov/whd/fmla

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Eligibility	• Worked for the County for at least 12 months • Worked a minimum of 1250 hours in the last 12 months
Entitlement	**Qualifying Reasons/Policy**
Basic FMLA	
• 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules	• FMLA is unpaid time off to care for a newborn child or the placement of a child with the employee for adoption or foster care. Employees are not eligible to utilize sick leave or sick leave pool, without certification of the child having a serious medical condition • To care for spouse, child, or parent of the employee who has a serious health condition • Employee's own serious health condition • Employees requesting leave to care for an immediate family member with a serious health condition, may be required to submit proof of the familial relationship, such as a birth certificate or marriage license. • ~~During FMLA,~~ Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday • Eligible employees with accrued leave will have the leave applied in the following order when the leave is not related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday • Holiday leave will not bank, it will be utilized in the week earned
Military Family Leave– Qualifying Exigency Leave	
• Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave. • Employees may be entitled to take their Basic FMLA Leave for a "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty.	Qualifying exigency is unpaid time off and may include: • Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave • Attending certain military events related to the call to duty • To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty • To attend to certain financial and legal arrangements as a result of the military member's absence while on duty; • In some instances, to attend counseling arising from the covered active duty or ca\1 to covered active duty status of a military member; • To spend up to 15 days of leave with a military member on a short leave for rest and recuperation • To attend post-deployment activities during the 90 days after the termination of the military member's covered active duty status or to address issues related to the death of a military member while on covered active duty • To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility • Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee. • Eligible employees with accrued leave will have the leave applied in the following order: PTO, essential pay, banked holiday, floating holiday

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Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Entitlement	Policy
Military Family Leave– Service Member Caregiver Leave	
• Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single 12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member. • If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave. • The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave. • The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 work-weeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per-covered-service member, per-injury basis.	The term "covered service member" for purposes of Service member Caregiver Leave means: • A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness • A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran. The term "serious injury or illness": • In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating • In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. • Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Please contact Human Resources for additional information below:

- *Since the laws and regulations governing military leave and military family leave are frequently being changed, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules*

• Restoration of Employment	• Relationship to PTO	• Status Reports
• Employee Benefits	• Notification	• Intermittent Leave
• Group Health Benefits	• Certification of Health	• Failure to Return from FMLA Leave

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Administrative Leave

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	• May not be used during or to extend FMLA • Paid Admin Leave lasting more than ten days will require approval of the County Judge for non-elected offices only • If the County Judge denies a request to grant admin leave with pay in excess of ten days, the non-elected office may appeal such denial to Commissioners Court • The employee will be paid base wages, this will not count as hours worked for overtime purposes • Medical benefits will continue at active employee rates • The employee must contact his/her supervisor weekly, and remain available to return to duty with 12 hours' notice • If the employee returns to work, he/she shall receive full credit for any suspended accruals/longevity/supplemental pay, unless determined otherwise • Any paid leave time other than sick leave, that has been accumulated will be applied retroactively to the time spent on paid admin leave, upon returning to duty • Leave will be applied as follows: compensatory time, vacation, banked holiday
Administrative Leave (without pay)	Non-Elected & Elected Offices	• Temporarily suspends employees job duties • Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies • Full days/full week periods are administered for Exempt employees on admin leave with out pay (partial days will not be granted) • Employees may not substitute accrued paid leave during unpaid admin leave • Employee must coordinate payment of medical and dental benefits with the HR Department • Employees may be required to periodically contact their supervisor
Administrative Leave (with or with out pay)	Elected Offices	• Must provide the Senior Director of HR with a written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave • If the employee is reinstated or terminated the Elected Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/termination
Administrative Leave (with or with out pay)	Non-Elected Offices	• Department heads who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation • Subject to the oversight of Commissioners Court • HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave
Reinstatement	Non-Elected & Elected Offices	• The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave
Other Information	Non-Elected & Elected Offices	• Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods • Longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods • Supplemental pay is defined in the budget order

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the Sr. Director of the Williamson County Human Resources Department prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

To view the full policy visit: policy center

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Sick Leave Pool

Membership	Policy
BENEFIT SUMMARY	• Per Texas Local Government Code Sec.157.075: A participating enrolled employee is eligible to use time contributed to the county sick leave pool if: because of a catastrophic injury or illness and the employee has exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled • Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave • The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP
ENROLLMENT	• One year of full-time employment must be completed as of first day of open enrollment • A minimum of 8 Hours and no more than 40 hours must be contributed • Must enroll each year during benefits open enrollment
QUALIFICATION	• An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for their own serious medical condition, ~~to care for an immediate family member or him/her self~~ • SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act • SLP time will not be granted beyond the end date of approved FMLA leave (12 week max) • There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute • Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated
PROCEDURE	• Employees must apply for permission to receive SLP benefits (Contact the Human Resources Department for more information) • Upon receipt of the completed SLP benefit request, Human Resources will review the request, along with the FMLA documentation
UTILIZATION	• The number of hours granted through the SLP will be based on the FMLA documentation • SLP time may only be used for approved workdays and for holidays • SLP benefit end when the employee returns to work, exhausts the SLP benefit, upon separation, suspension or administrative leave
CONTRIBUTIONS	• Employee contributions of sick leave hours are irrevocable • Sick leave hours that are contributed become the property of the SLP and cannot be returned •Time contributed to the SLP cannot be designated to a particular employee • If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership • An employee separating from employment may contribute up to 80 hours of sick leave to the SLP • All unused time that was granted to an employee from the SLP shall be returned to the pool
DISCLAIMER	• The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees • If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion • The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment

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Work Environment

Benefits

Williamson County offers an excellent comprehensive benefits package to all full time employees. Benefits are administered by the Benefits Administration team which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below:

Benefits

Type	Policy	Additional Information
Medical Vision, Dental	• Full time employees are eligible for medical/vision/dental coverage on the first of the month, following the completion of 60 days of employment. • Current employees can make changes only during open enrollment or due to a qualified life event. • Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay, for any reason, premiums must be paid prior to the month of coverage. Failure to pay premiums will result in termination of benefits. • Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.	Contact the HR Benefits Team for additional Information or visit: Benefits
Life	• Full time employees receive group life insurance for themselves and covered spouse/children at no cost	
Voluntary Life	• Full time employees may purchase additional voluntary life insurance for themselves and their dependents during initial enrollment or during open enrollment	
EAP	• EAP services are provided at no cost to all full time employees	
Retirement	• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period	For more information visit: https://www.tcdrs.org Retiree Medical

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Expenditure Guidelines

Type	Policy
Continuing Education & Training	• If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam or licensing fees • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County • Recertification of any required job related certifications may be paid for by the County and are limited to two times for each renewal period • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification • The funds for these items must be available in the departments training budget
Tuition Reimbursement	• The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full time employees • The training class/work must provide the skills and/or knowledge that is directly related to the job description • A copy of the job description and the course/certification description must be submitted with the approval request • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year • After completing the course(s)/testing and achieving a passing grade, employees may apply for reimbursement of 100% tuition or testing fees not to exceed that which would be payable at a state supported college or university
Off-Site Staff Development	• Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert • Off-site staff development is limited to once per fiscal year, per department/division • The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee) • A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign up sheet is required)
Seminars & Conferences	• All training should be obtained at the closest possible location • If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place or request a refund • Only job related training will be processed for payment • An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing • Employees will not be reimbursed for registration fees until after the conference/training has taken place • A receipt is required for all fees related to the conference/training

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Expenditure Guidelines

Type	Policy
Airfare	• Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route or a delayed return trip for personal preference or convenience (supporting documentation showing the fee comparison is required) • Airfare will be paid directly to the travel agency or airline • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging • The County will not issue reimbursements for tickets purchased with frequent flyer miles • A maximum of 2 bags will be reimbursed, excessive bag fee charges are not refundable
Car Rental	• Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation • Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed) • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditors Office • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required • Many car rental companies charge extra if the car is returned with out a full tank, these charges must be avoided • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request • Insurance purchased when renting a vehicle may also be reimbursed • Additional modes of ground travel will not be reimbursed • A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal)
Personal Car Usage	• Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS • For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to a alternate work location • Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour) • Reimbursement for mileage will not exceed the cost of round trip coach airfare, a cost comparison between mileage and airfare may be required • Reimbursement for mileage is prohibited between place of residence and usual place of work • Mileage should be calculated from an employees regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled • Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement • Airport parking fees are limited to $15 per day (ABIA economy lots B-G are least expensive) • It is the responsibility of the employee to keep track of mileage • Employees assigned to a County vehicle are not eligible for mileage reimbursement • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable
Lodging	• Lodging expenses are reimbursed only if travel is beyond a 45 mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 • Government rate or least expensive rate should be requested at all times • Hotel accommodations require an itemized hotel folio as a receipt • When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt • Personal telephone charges, whether local or long distance, are not reimbursable • Single room rate charge plus any applicable tax is reimbursable, no exceptions

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Expenditure Guidelines

Type	Policy

Meals	• The reimbursement for meal costs in travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income
	• Meals are reimbursable only for County business trips that are outside the County with the exception of; Commissioners Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County
	• Meal reimbursements are limited to a maximum of $50.00 per day
	  ▪ $20.00 for meals when traveling outside the County for day trips
	  ▪ $20.00 for meals on day of return for overnight travel (unless returning after 8pm)
	  ▪ $50.00 for meals when traveling outside the County with an overnight stay or work hours extend beyond 8:00pm (documentation may be required)
	  ▪ If an overnight stay is required, out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the $50.00 overnight allowance for meals, lodging will not be reimbursed
	  ▪ $50.00 for meals when traveling outside the County for day trips and the work hours extend beyond 8:00pm (documentation may be required)
	• Meals during day trips cannot be charged to the PCard except in certain cases, approved in advance by the Auditor
	• All meals not associated with an overnight stay are taxable
	• Meal receipts are not required for per-diem, unless requested by the supervisor or department head
	• Alcoholic beverages are not reimbursed
	• Tips should be reasonable and should be included in the $20.00 or $50.00 meal allowance
	• If employment duties require traveling to alternate work locations within the County, meals are not reimbursable
	• Meals purchased for entertainment/business purposes are not allowed
	• Meal reimbursements are paid for County employees only

General Travel Information	• An advance will not be issued for travel expenditures • All travel expenses must be supported with an itemized receipt • Purchases for airfare, hotels, car rentals, and expense reimbursements, all require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. • Reimbursement for transportation costs will be at the most reasonable means of transport. The County will not reimburse airfare prices if they are higher than the cost of mileage reimbursement • Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense • The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Accent Travel is available for booking airfare, and there is an account setup for the County • Cancellation fees or unused travel expenses, are not reimbursable unless due to a business related expense, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancelation fees related to lodging, or unused travel arrangements

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Expenditure Guidelines

Type	Policy
Expense Reimbursement	• Each expense reimbursement must have the employee signature and department head approval. Ensure that the correct budget line item is being charged • All expense reimbursements must be received in the Auditor's office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement; unless specifically approved by the County Judge. • Tax for meals, airline tickets, hotel stays and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the Auditors Portal. • Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines. • Personal purchases are not allowed and must be reimbursed immediately if they occur. Attach a check, made payable to Williamson County, for these charges with expense reimbursement • Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request • The Auditors office may request additional documentation for any or all reimbursements
Uniforms	• The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all County personnel are subject to the following County–wide policy*: 1. Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement 2. All uniforms will be distinctive and not adaptable for personal use. Items that can be easily converted to everyday use, such as jeans and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck. 3. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time 4. All uniforms and other County property must be promptly returned if County employment ends 5. Employees will not be issued a uniform without written acknowledgment of this policy 6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy 7. Footwear including the type/brand for all departments must be approved during the budget process *The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy

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Expenditure Guidelines

Type	Policy
Other Expenses	• A department may purchase small appliances (i.e.; microwaves, refrigerators) for the convenience of their employees • Only paid receipts will be reimbursed • For additional details on ineligible expense items refer to the County Budget Order • If a receipt is unattainable or is lost, a written statement must be submitted for the expense
Employee Recognition expenses	• Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the budget order • Employees can be taxed for these items. • In order to avoid an item being taxable, the following purchases will be allowable for Employee Recognition: · Plaques, Awards or Certificates of recognition for service · Plaques, Awards or Certificates of recognition for retirement · Plaques, Awards or Certificates of recognition for exemplary job performance • Employee requirements: • $40 for employees with up to 15 years of service • $80 for employees with more than 15 years of service • All purchases must be easily identifiable for the purpose that the employee is being recognized • No reimbursement of sales tax will be allowed • Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses • The purchase of gift cards or meals is not allowable as they are taxable items

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Compensation Policies

Compensation Philosophy

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

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

Salary Study

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

Participant	Role and Responsibility	Policy/Process
Commissioners Court	• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds	• Sec. 152.011, Texas Local Government Code
Human Resources	• Maintains all official job descriptions • Works closely with departments/offices to clearly understand structure & how each position fits within the organization • Identifies positions to be reviewed during the current salary study • Gathers & analyzes market data • Provides recommendations to the Commissioners Court	• The position classifications that have been identified for the study will be presented to Commissioners Court • Kick-off & other meetings as necessary will occur between HR & participating departments/offices throughout the salary study • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection • Requests will be sent to the identified market entities (see Market below) • Data received will be analyzed & compiled • Pre-recommendation meetings will occur between HR & department/offices • Recommendations will be presented to Commissioners Court • Post-recommendation hearings will be scheduled for departments/offices that wish to address Commissioners Court • All changes will be effective in the new fiscal year following Commissioners Court approval
Departments/Offices	• Each department/office will select a designated point of contact • Works closely with HR to ensure that the organization structure and positions are fully understood	• Attends meetings throughout the process • Completes job analysis tools as needed
Market (based on population, entity structure and/or geographic location)	• Provides substantiated market data for the identified positions	Counties used for the study will be: Bell, Brazoria, ~~Nueces~~, Hays, ~~Cameron~~, Montgomery, Fort Bend, Denton, El Paso, Hidalgo, Collin & Travis Cities used for the study will be: Cedar Park, Georgetown & Round Rock *This list may be amended as needed based on unique attributes of some position classifications

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Salary Study Findings

Human Resources is responsible for conducting the salary study and making recommendations to Commissioners Court based on the findings. Recommendations require Commissioners Court approval for implementation.

Recommendation	Policy/Process
Title Change	• Titles may be recommended for change when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards • Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections Officer" can only exist within the Sheriff's Office)
Pay Grade Increase	• Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median • Employee's moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount
Pay Grade Decrease	• Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median • An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump sum merit
FLSA Exemption Status	• Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law • The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt • Compensatory time will be paid at the time of the update, for positions changing status from non-exempt to exempt

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Compensation

Pay Frequency and Work Week

- Payday is every other Friday
- A pay period consists of two weeks' pay ending on the Thursday of the previous week before pay day
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified
- The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday
- Payday is the last working day prior to any holiday that falls on a Friday
- The payroll calendar is located on the auditors portal

Don't forget to check pay slips online at any County Computer!

Payroll Corrections

Underpayment: Any underpayment in compensation for 16 hours or less will be processed on the following pay cycle.

Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.

Deductions: Every effort is made to apply deductions accurately. If you have questions about deductions from your pay, please contact the Payroll Department immediately.

Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.



Pay Schedules (pay charts)

Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

Job Specific Policies

Court Administrator (District and CCL Courts)

When a Court Administrator vacancy occurs in the District or County Court at Law Courts, the position can only be filled as a Court Administrator I (one) unless the selected applicant is a current Court Administrator/Coordinator for Williamson County. Below are the Court Administrator titles with corresponding required years of experience:



Title	Required District Court/CCL Experience	Pay Grade
Court Admin I CCL/District	1 year or no Expr Wilco	B.22
Court Admin II CCL/District	3 years Court Admin Expr Wilco	B.24
Court Admin III CCL/District	5 years Court Admin Expr Wilco	B.26
Court Admin IV CCL/District	7 Years Court Admin Expr Wilco	B.28

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Compensation

Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County that perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked, or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of "on assignment by the Court" includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County's policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- Transcripts Prepared During Working Hours
  Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter's daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.

- Transcripts Prepared Outside of Hours Worked
  Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter's own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.

- Private Paid Transcripts
  Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

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Compensation

Salary and Position Changes

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a department merit line items will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court.

Salary/Position Changes

Type	Description/ Policy	Pay +	Pay -	Approval Process	Additional Information
Merit	• Merit funding can only be used for performance pay increases • Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase • An employee is eligible for merit after 90 days in their current position	Max of 5% per employee, per budget year*	N/A	• Oracle workflow required • Each processing period will have a cut off date. Employee must have completed 90 days of employment by that date • A line item transfer form must be submitted in addition to the workflow • Merit can only be transferred out of the merit line item • Merit is not transferrable between positions	• Positions participating in a tenure based pay scale are not eligible for merit increases • If a merit eligible employee has reached the maximum of their pay grade, a lump sum merit payment may be awarded and cannot exceed 5% of their current base salary • Merit for small departments with 4 or less merit eligible employees that do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5% (i.e. if the Court approves merit at 3%, the small departments will receive 4%) • Verification of evaluation required
Position Salary Surplus	• Cannot be used for merit increases • Cannot be requested to be moved between positions after February 15th	Refer to filling a vacancy, promotion and or reclassification policies.	N/A	• Refer to filling a vacancy, promotion and reclassification policies.	• Contact HR for additional requirements
Filling a Vacancy	When a current employee separates from employment or position	A vacant position may be filled with a salary up to 25% above the minimum of the pay grade. See promotion above for current employees (no additional pay increases in the first 12 months with the exception of merit)	N/A	Oracle workflow required	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year. (i.e. budgeted salary = $30,000, position vacant 6 months = $15,000 not used, when filled the maximum salary cannot exceed $30,000 even though $15,000 is unused).

*15% maximum annual (budget year) increase per employee (includes retention, merit, re-organization and reclassification)

Multiple pay changes cannot be processed during the same pay period

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Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Additional Information
Promotion	• When a current employee is hired into a different position with a higher pay grade • No additional pay increases in the first 12 months with the exception of merit	Max 25% above minimum of the pay grade or 10% above current salary whichever is greater. [Cannot exceed maximum of pay grade or budgeted amount for position]	N/A	Oracle workflow required	N/A
Demotion	When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade	N/A	Maximum decrease to the minimum of the new pay grade	Oracle workflow required	• Written justification required • Salary may remain the same if within the new pay grade
Reclassification	A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following: 1. **Significant change in the job description that includes the addition or deletion of significant duties and responsibilities** 2. **A position that is determined to be misclassified by comparison to like positions either internally or externally** 3. **A reclassification cannot result in a position change that is not consistent with the original intent of the position with the exception of changes that are due to turnover in a key position (elected/appointed official, department head or director). These changes will be reviewed by the Budget Office and Human Resources. Recommended changes will be placed on the Commissioners Court agenda for approval** A position can only be reviewed for reclassification during the annual budget, or between October 1st and February 15th. May require a public hearing	Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process	Maximum decrease to the minimum of the new pay grade	Submission of reclassification request through the budget software or HR sharepoint, as determined by the type of request with back up documentation	Support documentation required: • Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.)
Career Ladder Advancement	A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process.	Based on the steps in the chart	Based on the steps (when appropriate)	Submission of request through budget software with back up documentation including whether additional budget is required	Documentation of each position that will advance during the next budget year along with the approved career ladder plan

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Compensation

Longevity Pay (excludes Commissioned Officers)

Longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

· Full-time employees will accrue the following per pay period:

$24.00 per pay period after five years of employment
$48.00 per pay period after ten years of employment
$72.00 per pay period after fifteen years of employment
$96.00 per pay period after twenty years of employment
$120.00 per pay period after twenty-five years of employment

· Longevity pay begins with the pay period following the completion of five years of employment and increases each five years to a maximum of 25 years (Subject to proration)
· Longevity is paid as a lump sum each December for the previous year, calculated starting from the first pay period in December, with the exception of employees previously authorized to receive payments bi-weekly

Part-time employees will no longer be eligible for longevity effective November 18, 2016.

Statutory Longevity Pay – Commissioned Officers

Commissioned officers in the Sheriff's Office are eligible to accrue statutory longevity pay (Texas Code – 152.074), at the rate of $5 per month for each year of service (up to a maximum of 25 years) after the first year anniversary of their certification as a peace officer.

Longevity for Commissioned Officers is paid bi-weekly.

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.

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Compensation

Tenure Salary/Position Changes

Type	Policy	Pay + Pay -	Approval Process	Additional Documentation
Annual Step/Tenure Progression	Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court Employees with less than six (6) months of service as of the first full pay period in October, will advance to the next step on the first full pay period following the approval of Commissioners Court Step/tenure progression ends at the top step of each position rank	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion (with exception of Corrections to Law Enforcement)	When an employee is promoted to a higher ranking position, the tenured grade is based on years of service	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion (Corrections to Law Enforcement)	Will begin at the first step of the tenured grade and remain at that step for a period of one calendar year. Will be placed at the pay increment corresponding to their time of continuous service (with no break of more than 90 days) in both corrections and law enforcement as a peace officer	See Tenured Pay Chart	Oracle workflow required	May be required
Demotion	When a current employee demoted to a lower ranking position, the tenured grade is based on years of service	See Tenured Pay Chart	Oracle workflow required	May be required

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Tenure Salary/ Position Changes

Type	Policy	Pay+ Pay -	Approval Process	Additional Documents
Certification Pay	Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active duty position in a law enforcement or corrections capacity with the County on June 1st of each year. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. This pay must be added into the regular rate of pay when calculating overtime Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	• Law enforcement officers--$60 per month for Advanced Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Corrections officers--$60 per month for Advanced • Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit	Credits for Prior Service may apply- See Prior Service Credit	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit	• Deputy– Max L 1.4 • Det/Inv– Max L 2.5 • SGT – Max L 3.6 • LT– Max L 4.8 • Captain– Max L5.10 (min L5.6)	TCOLE service verification must be submitted	TCOLE Service Verification required
Transfer from Law Enforcement To Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous of tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

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Employee Responsibilities

Personal Conduct

Type	Policy	
Tobacco Free Workplace	Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to an including termination of employment.	
Drug and Alcohol Testing Policy	Williamson County is committed to a safe workplace. In compliance with Federal and State laws pre-employment, random and post-accident (or near accident) drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee's supervisor. The supervisor must then consult with the Human Resources Department.	
	Refusal	Refusal to submit to a drug test may result in immediate termination of employment
	Positive Results	
	Employees with a positive test result may be subject to immediate termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.)	
	Pre-Employment	An applicant with a confirmed positive drug/alcohol test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.
	Random	First Offense - An employee with a confirmed random positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/ treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed random positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. Post-Accident/Near Accident- Any employee with a confirmed post-accident drug/ alcohol test will be terminated immediately.
	Reasonable Suspicion	First Offense - An employee with a confirmed reasonable suspicion positive drug/ alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed reasonable suspicion positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.

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Employee Responsibilities

Personal Conduct

Type	Policy
Sexual Harassment	Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: *Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment *Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment Examples of sexual harassment: • Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings Other prohibited harassment: • Any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, color, gender, religion, national origin, disability, age or sexual orientation when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment *Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs* Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals: o Their Supervisor o The next level of management above their Supervisor o The Human Resources Department Reporting: All complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. Violations may result in disciplinary action up to and including termination of employment. All complaints will be investigated. Disciplinary Measures Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.
Arrest/Criminal Conviction	Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.
Social Media	While Williamson County encourages employees to enjoy and make good use of their off-duty time, certain activities may become a problem if their work is effected. Employees may use social media in any way they choose, as long as it does not produce adverse consequences. For this reason, employees are required to read and understand the social media policy which is accessible by visiting the **policy center** .

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Employee Responsibilities

Personal Conduct

Type	Policy
Political Activity	Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may not: • Use official authority or influence to interfere with, or affect the result of an election or nomination for office • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.
Solicitation	Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Use Policy located in the Policy Center
Retaliation	If an employee reports a violation of the law to an appropriate law enforcement authority, they cannot be suspended, terminated, or otherwise discriminated against by the County or an Elected Official. This policy prohibits retaliation against public employees who report official wrongdoing including sexual harassment.
Attendance	Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice
Gifts/Gratuities	The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 includes specific definitions, details regarding gifts, gratuities and bribery for public servants. A Public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following: (even if they have not yet qualified for office or assumed duties) • An officer, employee, or agent of government • A juror or grand juror • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy • An attorney at law or notary public when participating in the performance of a government function • A candidate for nomination or election to public office • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so It is the responsibility of the employee, officer or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium
Outside Employment	Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.

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Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Conduct unbecoming of a County employee
- Abuse of sick leave
- Conviction of a crime
- Violence in the work place
- Poor attendance
- Theft
- Poor job performance
- Harassment
- Discrimination
- Retaliation

This list is not all inclusive

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Grievance Policy and Procedure

Summary

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedures for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance

For procedures to follow in the event of a grievance by an elected official, see:

- Chapter 152, Sec. 152.014 Local Government Code

Informal Grievances

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity the employee should immediately contact the Human Resource department
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed

Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

1) Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within ten business days after the alleged issue occurred. A statement of the specific corrective action that requested must be included in the written grievance.
    - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the department head or elected official
    - If the department head or elected official is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity, the employee should contact Human Resources
2) After being presented with a written and signed grievance, the supervisor will:
    - Meet with the employees involved and other people necessary to gather the facts
    - Immediately notify the Department Head and the Human Resource Department
    - Attempt to resolve the grievance with the employee
    - Communicate the decision in writing within ten business days after the receipt of the grievance
    - Send a copy of the proposed resolution to the elected official/department head and the Human Resources Department
3) If the employee filing the grievance does not receive a written resolution from the supervisor within ten business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
    - They must file a written appeal, within ten business days, with the department head along with a copy to the Human Resource Department.
4) The Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
    - The person(s) conducting the investigation may meet with the parties involved.
    - The Department Head/ Elected official will respond in writing to the employee within ten business days of the date the appeal was received.
5) If the Department Head is appointed by the Commissioners Court, Juvenile Probation Board, or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Department Head within ten business days of the date the grievance was appealed, (or if unsatisfied with the appointed Department Heads proposed resolution)
    - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, or District Judges) through the Human Resource Department.
6) The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 10 day response time, accordingly.

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For additional policy information contact the Human Resources Department or visit the policy center

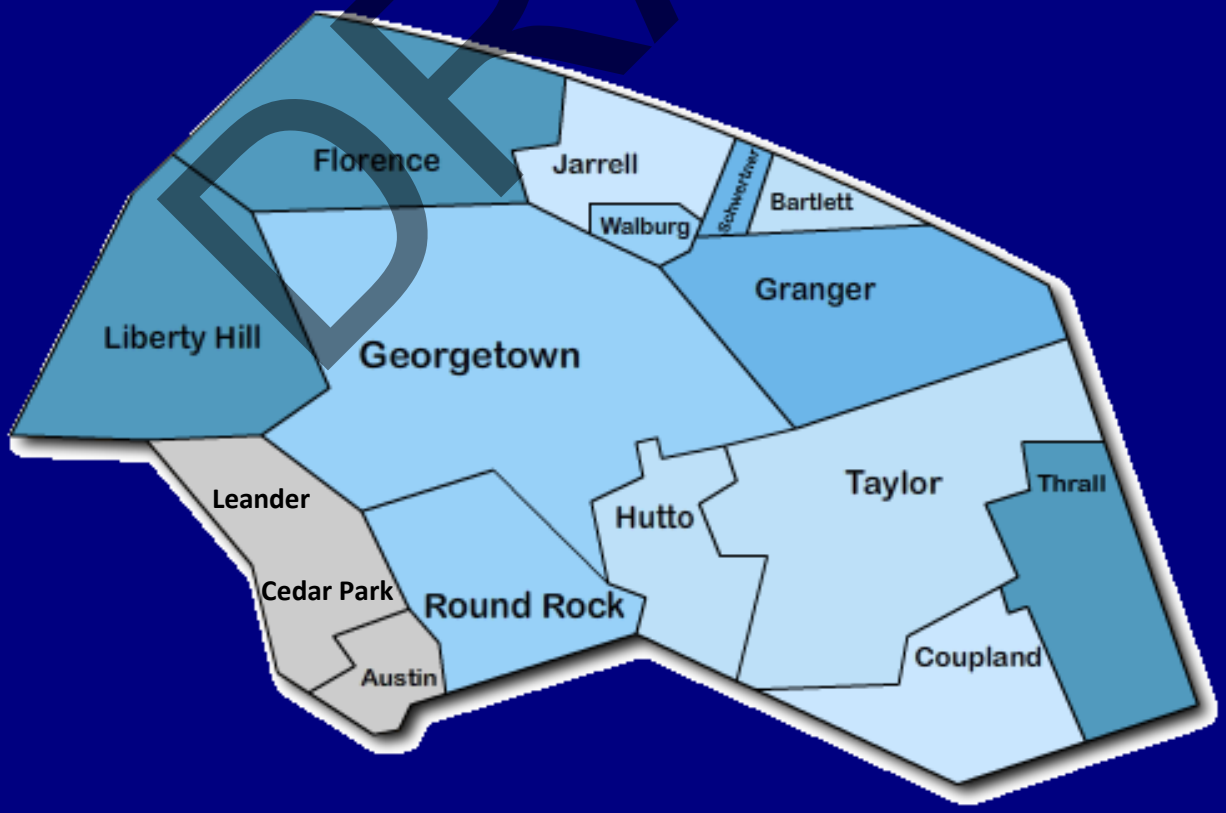
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HUMAN RESOURCES

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Commissioners Court - Regular Session **30.**

Meeting Date: 05/29/2018

Kronos Software and Software Support Maintenance

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 purchase of Kronos software to support the operations of Williamson County from Kronos Inc. in the amount of $2,379.00 pursuant to US Communities cooperative agreement #14-JLR-003, and authorizing execution of the agreement.

Background

This is a US Communities cooperative quote for Kronos timekeeping software which includes software support maintenance for one year at no cost. The department point of contact is Tammy McCulley. This expenditure will be charged to 01.0100.0503.003011. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/23/2018 02:14 PM
County Judge Exec Asst.	Wendy Coco	05/24/2018 09:08 AM
Form Started By: Melissa Gurka		Started On: 05/21/2018 10:11 AM
Final Approval Date: 05/24/2018		

KRONOS

ORDER FORM

Quote#: 605888 - 1
Expires: 30-MAY-2018
Sales Executive: Kennedy, Dylan

Order Type: Upgrade US
Date: 21-MAY-2018
Page: 1/2

Bill To:
WILLIAMSON COUNTY EMS
303 MARTIN LUTHER KING
GEORGETOWN
TX 78626
United States

Ship To:
Attn:SHAWNA SIMONS
WILLIAMSON COUNTY EMS
303 MARTIN LUTHER KING
GEORGETOWN
TX 78626
United States

Solution ID: 6105982

Contact: Shawna Simons
Email: ssimons@wilco.org
Ship To Phone:

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order entered into between the Customer and Kronos is subject to the terms and conditions of the Contract #14-JLR-003 dated March 18th, 2014 between the Lead Agency (acting as the "Owner") and Kronos Incorporated (as the "Contractor"), as amended.

Kronos agrees to provide Customer 12 months of no cost software support maintenance at the level of support indicated on this Order Form. The value of such free software support maintenance is $594.75. Upon expiration of the first twelve (12) months of support, a renewal will be generated at the annualized rate subject to the terms of the agreement.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TELESTAFF ENTERPRISE V6	20	
WORKFORCE TELESTAFF CONTACT MANAGER V6	20	
WORKFORCE TELESTAFF GLOBAL ACCESS V6	20	
WORKFORCE TELESTAFF INSTITUTION FOCUS V6	20	
	Total Price	**2,379.00**

SUPPORT SERVICES

Item	Duration	Total Price
PLATINUM SUPPORT SERVICE	1 YR	0.00
	Total Price	**0.00**

*Support values listed above are total for all applicable products in each section of this order form

QUOTE SUMMARY

Description	Total Price
Subtotal	2,379.00
Deposit	0.00
Tax	0.00
Grand Total	**2,379.00**

WILLIAMSON COUNTY EMS	**Kronos Incorporated**
Signature: _____	Signature: Mary Lavoie (Signed by: Mary Lavoie, Business Project Manager, OM, Date & Time: May 22 2018 11:24 AM)
Name: _____	Name: _____
Title: _____	Title: _____
Effective Date: _____	Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html.Shipping and handling charges will be reflected on the final invoice.

Commissioners Court - Regular Session **31.**

Meeting Date: 05/29/2018

Approving Supplemental Agreement JJC Expansion 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 approving a Supplemental Agreement to the Agreement for A/E Services between Williamson County and BLGY, Inc. to provide additional services for the Juvenile Justice Center Expansion Project and authorizing execution of the agreement.

Background

The purpose of this agreement is to approve the additional work performed per modifications to the original scope of work for $20,106.00 as specified in the original agreement for A/E services. This will be funded from the Juvenile Services Budget (01.0100.0576.004100).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/23/2018 02:16 PM
County Judge Exec Asst.	Wendy Coco	05/24/2018 09:08 AM
Form Started By: Thomas Skiles		Started On: 05/21/2018 10:51 AM
Final Approval Date: 05/24/2018		

SUPPLEMENTAL AGREEMENT
TO
WILLIAMSON COUNTY AGREEMENT FOR ARCHITECECTURAL AND ENGINEERING SERVICES

WILLIAMSON COUNTY JUVENILE JUSTICE CENTER EXPANSION
("Project")

This Supplemental Agreement to Williamson County Agreement for Architectural and Engineering Services ("Supplemental Agreement") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BLGY, Inc. (the "A/E").

RECITALS

WHEREAS, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the "Agreement"), being dated effective November 2, 2017, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County Juvenile Justice Center Expansion ("Project");

WHEREAS, upon A/E initially completing programming and schematic design services on the Project, County was required to make modifications to the size and location of various rooms and spaces within the Williamson County Juvenile Justice Center due to potential legislative changes;

WHEREAS, due to such potential legislative changes and modifications, County has requested A/E to modify various aspects of its programming and schematic design work and such modifications constitute Additional Services under Section V., B. of the Agreement;

WHEREAS, this Supplemental Agreement provides a description of the scope of Additional Services, as well as the Additional Services compensation for A/E's professional services related to the above described necessary modifications; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the Agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the A/E agree that the Agreement is supplemented, amended and modified as follows:

I. Scope of Additional Services

A/E hereby agrees to provide 346.50 additional hours, as denoted in the attached Exhibit "A", for performing modifications to previously completed programming and schematic design services due to potential legislative changes requiring modifications to rooms and spaces in the Williamson County

Juvenile Justice Center.

II. Additional Services Compensation

County shall pay A/E **$20,106.00** for performance of the above described Additional Services.

III. Terms of Agreement Control and Extent of Supplemental Agreement

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IV. IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement, in duplicate, to be effective as of the date of the last party's execution below.

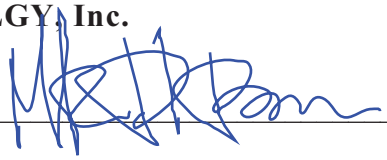
A/E:	**COUNTY:**
BLGY, Inc.	**Williamson County, Texas**
By: 	By: _____
Printed Name: Mark Daniel Brown	Printed Name: _____
Title: Vice-President	Title: _____
Date: May 17 ____, 2018	Date: _____ ____, 20____

Exhibit "A"

May 2, 2018
BLGY Project No. 21702.00

INVOICE

TO: Mr. Dale Butler
Assistant Director, Projects
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626

Additional Services Pursuant to Agreement approved and executed October 31, 2017

Time incurred for the period February 19, 2018 through April 20, 2018:

Employee	Total Hours	Hourly Rate	Amount
Mark D. Brown, Vice President	26.00	$ 184.03	$ 4,784.78
Ian P. Molony, Project Manager	82.50	$ 167.26	$ 13,798.95
Cara Tanner, Project Designer	238.00	$ 117.25	$ 27,905.50
Total for Additional Services	346.50		$ 46,489.23
Less: Reduction of Additional Services fee to budgeted Amount			$ 26,383.23
Total Amount Due for Additional Services			**$ 20,106.00**

Labor Transactions - BLGY, Inc.

7/1/2017 to 4/27/2018

	Date	Reg Hrs	OT Hrs	Total Hrs
21702.00 WILCO-JJCE				
21702.00-90 Additional Services				
		346.50		346.50
Brown, Mark D				
Total Hours		***26.00***		***26.00***
	2/19/2018	4.00		4.00
	2/21/2018	1.00		1.00
	2/23/2018	3.00		3.00
	3/5/2018	1.00		1.00
	3/6/2018	4.00		4.00
	3/7/2018	2.00		2.00
	3/8/2018	7.00		7.00
	4/17/2018	4.00		4.00
Molony, Ian P				
Total Hours		***82.50***		***82.50***
	2/19/2018	5.00		5.00
	2/20/2018	4.00		4.00
	2/21/2018	5.00		5.00
	2/22/2018	3.00		3.00
	2/23/2018	6.00		6.00
	2/26/2018	3.50		3.50
	2/27/2018	5.00		5.00
	3/1/2018	3.00		3.00
	3/2/2018	5.00		5.00
	3/5/2018	5.00		5.00
	3/6/2018	7.00		7.00
	3/7/2018	6.00		6.00
	3/8/2018	5.00		5.00
	3/9/2018	6.00		6.00
	3/12/2018	4.00		4.00
	3/13/2018	4.00		4.00
	3/14/2018	2.00		2.00
	3/15/2018	3.00		3.00
	3/16/2018	1.00		1.00
Tanner, Cara				
Total Hours		***238.00***		***238.00***
	2/19/2018	7.00		7.00
	2/20/2018	8.00		8.00
	2/21/2018	7.50		7.50
	2/22/2018	8.50		8.50
	2/23/2018	8.00		8.00
	2/26/2018	7.00		7.00
	2/27/2018	8.50		8.50
	2/28/2018	8.50		8.50
	3/1/2018	7.50		7.50
	3/2/2018	5.50		5.50
	3/5/2018	8.00		8.00

Labor Transactions - BLGY, Inc.

7/1/2017 to 4/27/2018

	Date	Reg Hrs	OT Hrs	Total Hrs
21702.00 WILCO-JJCE				
21702.00-90 Additional Services				
Tanner, Cara (continued)				
	3/6/2018	7.50		7.50
	3/7/2018	8.50		8.50
	3/8/2018	8.00		8.00
	3/9/2018	8.00		8.00
	3/12/2018	8.00		8.00
	3/13/2018	8.00		8.00
	3/14/2018	8.00		8.00
	3/15/2018	8.00		8.00
	3/16/2018	8.00		8.00
	4/3/2018	3.50		3.50
	4/4/2018	7.50		7.50
	4/5/2018	7.50		7.50
	4/6/2018	7.50		7.50
	4/9/2018	8.00		8.00
	4/10/2018	9.00		9.00
	4/11/2018	8.00		8.00
	4/12/2018	8.00		8.00
	4/13/2018	7.00		7.00
	4/16/2018	8.00		8.00
	4/17/2018	7.50		7.50
	4/20/2018	0.50		0.50

Commissioners Court - Regular Session **32.**

Meeting Date: 05/29/2018

Awarding RFQ 1801-208 Transportation Corridor D Planning

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFQ # 1801-208 Transportation Corridor D Planning to the most qualified respondent, Halff Associates, Inc., and authorizing execution of the agreement.

Background

Purchasing solicited sealed statements of qualifications for Transportation Corridor D Planning (also referred to as the Ronald Reagan Blvd. Extension (IH35 to SH95) Project). Twelve (12) responses were received and evaluated by an evaluation committee. Three (3) respondents were selected for interviews before the evaluation committee. The evaluation committee is recommending award to Halff Associates Inc as they were selected most qualified by the committee to perform the services requested in the RFQ. A contract has been negotiated with Halff in the maximum amount of $1,500,000.00. Funding source will be P238 under the 2016 Road Bond Program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

1st Evaluation Sheet

2nd Evaluation Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/23/2018 03:17 PM
County Judge Exec Asst.	Wendy Coco	05/24/2018 09:08 AM
Form Started By: Thomas Skiles		Started On: 05/22/2018 07:54 AM
Final Approval Date: 05/24/2018		

RECEIVED
MAY 14 2018
BY: PSI

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Halff Associates, Inc. ("Engineer")**
ADDRESS: **9500 Amberglen Blvd., Building F, Suite 125, Austin, TX 78729**
PROJECT: Reagan Extension **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A.**

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is One Million, Five Hundred Thousand Dollars and no/100ths **Dollars ($1,500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Steven J. Miller, P.E., Vice President
Halff Associates, Inc.
9500 Amberglen, Building F, Suite 125
Austin, Texas 78729

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. 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.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County ~~Auditor~~ Purchasing Department
   ~~c/o: Pam Navarrette~~ 901 S. Austin Ave.
   ~~710 Main Street, Suite 301~~
   Georgetown, Texas 78626

   With copy to: Prime Strategies, Inc.
   Attn: Michael Weaver
   1508 South Lamar Blvd.
   Austin, Texas 78704

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that 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 Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
101 East Old Settlers Boulevard, Suite 100
Round Rock, TX 78664
Attn: Richard Ridings, P.E.

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: **Halff Associates Inc.**
9500 Amberglen Blvd., Building F, Suite 125
Austin, Texas 78729
Attn: Steven J. Miller, PE

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer 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 third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, 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 County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that 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 County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract 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.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within

thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

OK
5/15/10

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

ENGINEER

Halff Associates, Inc.

By _____

Printed Name: Steven J. Miller, PE

Title: Vice President

Date: May 11, 2018

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

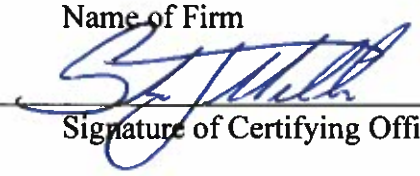
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Halff Associates, Inc.
Name of Firm



Signature of Certifying Official

Steven J. Miller, PE
Printed Name of Certifying Official

Vice President
Title of Certifying Official

May 11, 2018
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Steven J. Miller _____ the Vice President of Halff Associates on behalf of said firm.

KAREN SEEVERS
Notary Public, State of Texas
My Commission Expires
November 21, 2018

Karen Seevers
Notary Public in and for the
State of Texas

My commission expires: November 21, 2018

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop the Reagan Boulevard Extension from IH 35 to SH 95 as shown on the attached map.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 - SURVEYING

TASK 5 - ROW MAPPING

TASK 6 - ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 7 - GEOTECHNICAL SERVICES

TASK 8 - PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 9 - CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. 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 _____.

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 _____ ____, 20_____. 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:	COUNTY:
Halff Associates, Inc.	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
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

Exhibit D, Rate Schedule

Project: Ronald Reagan Extension
Consultant Firm Name: **Halff Associates, Inc.**
Prime or Sub: **Prime**

Labor Category	Rate ($/HR)
Principal-In-Charge	$ 350.00
Project Manager	$ 250.00
Deputy Project Manager	$ 220.00
Quality Manager	$ 208.00
Senior Engineer	$ 205.00
Project Engineer	$ 170.00
Design Engineer	$ 145.00
Engineer-In-Training	$ 110.00
Senior Engineer Tech	$ 123.00
Engineer Tech	$ 94.00
Senior CADD Operator	$ 110.00
CADD Operator	$ 85.00
Senior GIS Operator	$ 142.00
GIS Operator	$ 113.00
GIS Technician	$ 88.00
Senior Geologist	$ 173.00
Geologist	$ 142.00
Senior Environmental Scientist	$ 198.00
Environmental Scientist IV	$ 167.00
Environmental Scientist III	$ 135.00
Environmental Scientist I/II	$ 98.00
Senior Field Tech (Envrionmental, Biological, Archeological)	$ 110.00
Field Tech (Envrionmental, Biological, Archeological)	$ 85.00
Senior Architectural Historian	$ 157.00
Architectural Historian	$ 123.00
Senior Public Involvement Specialist	$ 189.00
Public Involvement Specialist	$ 142.00
Licensed State Land Surveyor	$ 183.00
RPLS - Task Leader	$ 205.00
Senior Survey Tech (Must be Surveyor in Training (SIT)	$ 120.00
Survey Tech	$ 101.00
1 - Person Survey Crew	$ 120.00
2 - Person Survey Crew	$ 165.00
3 - Person Survey Crew	$ 195.00
4 - Person Survey Crew	$ 225.00
Abstractor (Property Deed Researcher, Courthouse or Internet research)	$ 87.00
Sr. 3d Visualization Specialist	$ 142.00
3D Visualization Specialist	$ 116.00
Senior Project Controller	$ 142.00
Project Controller	$ 110.00
Admin/Clerical	$ 76.00

Exhibit D, Rate Schedule

Project: Ronald Reagan Extension
Consultant Firm Name: **Alliance Transportation Group, Inc.**
Prime or Sub: **Sub**

Labor Category	Rate ($/HR)
Principal-In-Charge	$ 250.00
Sr. Project Manager	$ 244.00
Senior Engineer	$ 193.00
Project Engineer	$ 144.00
Engineer-In-Training	$ 101.00
Senior Engineer Tech	$ 133.00
Engineer Tech	$ 90.00
Planning Director	$ 230.00
Sr. Travel Demand Mod.	$ 182.00
Travel Dem. Modeler III	$ 137.00
Travel Dem. Modeler II	$ 117.00
Sr. Planner	$ 162.00
Planner II	$ 125.00
Planner I	$ 85.00
Project Administrator	$ 104.00
Admin/Clerical	$ 65.00

DM 5/15/18

Exhibit D, Rate Schedule

Project: Ronald Reagan Extension

Consultant Firm Name:	**CDP**
Prime or Sub:	**Sub**

Labor Category	Rate ($/HR)
Principal	$ 165.00
Project Manager	$ 130.00
Senior Media Specialist	$ 115.00
Senior Public Involvement Specialist	$ 115.00
Public Involvement Specialist	$ 100.00
Senior Graphic Design & Web Developer	$ 90.00
Graphic Design & Web Developer	$ 65.00
Junior Public Involvement Specialist	$ 65.00
Admin/Clerical	$ 50.00

OK
5/15/16

Exhibit D, Rate Schedule

Project: Ronald Reagan Extension

Consultant Firm Name:	**Cox-McClain**
Prime or Sub:	**Sub**

Labor Category	Rate ($/HR)
Principal-in-Charge	$ 165.00
Project Manager	$ 150.00
Senior GIS Operator	$ 85.00
GIS Operator	$ 75.00
GIS Technician	$ 65.00
Senior Environmental Planner	$ 130.00
Environmental Planner IV	$ 110.00
Environmental Planner III	$ 95.00
Environmental Planner I/II	$ 85.00
Senior Environmental Scientist	$ 110.00
Environmental Scientist IV	$ 95.00
Environmental Scientist III	$ 85.00
Environmental Scientist I/II	$ 75.00
Senior Biologist	$ 110.00
Biologist IV	$ 95.00
Biologist III	$ 85.00
Biologist I/II	$ 75.00
Senior Archeologist-Principal Investigator	$ 110.00
Archeologist IV	$ 95.00
Archeologist III	$ 85.00
Archeologist I/II	$ 75.00
Senior Field Tech (Envrionmental, Biological, Archeological)	$ 55.00
Field Tech (Envrionmental, Biological, Archeological)	$ 45.00
Senior Architectural Historian	$ 110.00
Architectural Historian	$ 90.00
Environmental Inspector	$ 85.00
Admin/Clerical	$ 65.00

ok
5/17/16

Exhibit D, Rate Schedule

Project: Ronald Reagan Extension

Consultant Firm Name:	**Inland-Geodetics**
Prime or Sub:	**Sub**

Labor Category	Rate ($/HR)
Project Manager	$ 140.00
Licensed State Land Surveyor	$ 150.00
Registered Professional Land Surveyor	$ 135.00
Survey Technician	$ 98.00
Clerical Support	$ 54.00
2 Person Field Crew	$ 142.00
3 Person Field Crew	$ 165.00
4 Person Field Crew	$ 183.00
Additional Crew Member	$ 48.00
GPS Field Operator, Vehicvle & GPS Receiver	$ 120.00

ok
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Exhibit D, Rate Schedule

Project: Ronald Reagan Extension
Consultant Firm Name: **Kimley-Horn and Associates, Inc.**
Prime or Sub: **Sub**

Labor Category	Rate ($/HR)
Principal-in-Charge	$ 240.00
Project Manager	$ 177.00
Quality Manager	$ 215.00
Senior Engineer	$ 200.00
Project Engineer	$ 144.00
Design Engineer	$ 135.00
Traffic Engineer- Modeler/Analyst	$ 142.00
Engineer-In-Training	$ 118.00
CADD Operator	$ 112.00
Senior Transportation Planner	$ 200.00
Transportation Planner IV	$ 130.00
Project Controller	$ 104.12
Admin/Clerical	$ 84.30

DK
5/15/16

Exhibit D, Rate Schedule

Project: Ronald Reagan Extension
Consultant Firm Name: **Raba Kistner Consultants, Inc.**
Prime or Sub: **Sub**

Labor Category	Rate ($/HR)
Principal-in-Charge	$200.00
Project Manager	$175.00
Deputy Project Manager	$165.00
Senior Engineer	$200.00
Project Engineer	$135.00
Design Engineer	$100.00
Engineer-In-Training	$90.00
Senior Engineer Tech	$100.00
Engineer Tech	$85.00
Junior Engineer Tech	$65.00
Senior CADD Operator	$90.00
CADD Operator	$80.00
Junior CADD Operator	$60.00
Senior GIS Operator	$90.00
GIS Operator	$80.00
GIS Technician	$75.00
Senior Geologist	$135.00
Geologist	$110.00
Admin/Clerical	$55.00

DK
5/13/16

Exhibit D, Rate Schedule

Project: Ronald Reagan Extension
Consultant Firm Name: RPS
Prime or Sub: Sub

Labor Category	Rate ($/HR)
Principal-in-Charge	$ 295.00
Senior Project Manager	$ 240.00
Project Manager	$ 200.00
Quality Manager	$ 230.00
Senior Engineer	$ 165.00
Project Engineer	$ 140.00
Design Engineer	$ 100.00
Engineer-In-Training	$ 125.00
Senior CADD Operator	$ 130.00
CADD Operator	$ 90.00
GIS Operator	$ 110.00
Senior Environmental Planner	$ 240.00
Environmental Planner IV	$ 180.00
Transportation Planner III	$ 150.00
3D Visualization Specialist	$ 130.00
Admin/Clerical	$ 90.00

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Exhibit D, Rate Schedule

Project: Ronald Reagan Extension
Consultant Team - Prime Firm: **Halff Associates, Inc.**
Geotechnical Unit Costs

Services To Be Provided	Test Code	Unit	Unit Fees
Volumetric Shrinkage	ASTM D427	each	$90.00
Standard Proctor Test	ASTM D698	each	$240.00
Modified Proctor Test	ASTM D1557	each	$250.00
Standard Penetration Test (SPT)	ASTM D1586	LF	$32.00
California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	$185.00
Unconfined Compressive Strength (Soil)	ASTM D2166	each	$53.00
Hydraulic Conductivity Permeability	ASTM D2434	each	$375.00
One Dimensional Consolidation Properties of Soil	ASTM D2435	each	$400.00
Unconfined Compressive Strength (Rock)	ASTM D2938	each	$85.00
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	$800.00
Splitting Tensile of Intact Rock Core	ASTM D3967	each	$132.00
Water Stand Pipes	ASTM D4043	LF	$27.00
Calcium Carbonate Content of Soils	ASTM D4373	each	$58.00
Hydraulic Conductivity Permeability	ASTM D4511	each	$350.00
One Dimensional Swell, Methods A & B	ASTM D4546	each	$300.00
One Dimensional Swell, Method C	ASTM D4546	each	$225.00
Permeability of Silt and Clays	ASTM D5084	each	$400.00
Suction Test (Filter Method)	ASTM D5298	each	$75.00
Casagrande Type Piezometers	N/A	each	$300.00
Casagrande Type Piezometers Installation	N/A	each	$342.00
Vertical Inclinometer	N/A	each	$315.00
Vertical Inclinometer Installation	N/A	each	$732.00
Vibrating Wire Piezometer	N/A	each	$880.00
Vibrating Wire Piezometer Installation	N/A	each	$970.00
Soil Boring with SPT	ASTM D1586	LF	$32.00
Soil Boring/Rock Coring with TCP (< 60 ft.)	Tex-132-E	LF	$36.00
Soil Boring/Rock Coring with TCP (> 60 ft.)	Tex-132-E	LF	$42.00
Soil Boring/Rock Coring without TCP (< 60 ft.)	N/A	LF	$34.00
Soil Boring /Rock Coring without TCP (> 60 ft.)	N/A	LF	$38.00
Soil Boring without TCP (< 60 ft.):			
(a) Utlizing Continuous Sampler	ASTM D1587	LF	$35.00
(b) Shelby Push Tubes Extruded in Field	ASTM D1587	LF	$29.00
(c) Augering	N/A	LF	$21.00
Soil Boring without TCP (> 60 ft.):			
(a) Utlizing Continuous Sampler	ASTM D1587	LF	$39.00
(b) Shelby Push Tubes Extruded in Field	ASTM D1587	LF	$33.00
Core/drill operator/technician and coring equipment used to drill flexable and rigid pavment (2-man crew)	N/A	Trip	$300.00
(a) 4-in. diameter cores	N/A	Inch	$20.00
(b) 6-in. diameter cores	N/A	Inch	$30.00
(c) 4-in. diameter cores (greater 6-inch thickness)		Inch	$40.00
(d) 6-in. diameter cores (greater than 6-inch thickness)		Inch	$45.00
Drilling Rig Mobilization/De Mobilization			
Truck Mounted Rig		each	$450.00
Marsh Buggy Mounted Rig		each	$900.00
Surcharge for Drilling using Marsh Buggy		feet	$5.00
Steel Manhole Cover for Piezometer		each	$200.00

OK
M
M
5/15/18

Exhibit D, Rate Schedule

Project: Ronald Reagan Extension
Consultant Team - Prime Firm: **Halff Associates, Inc.**
Geotechnical Unit Costs

Services To Be Provided	Test Code	Unit	Unit Fees
3 Man Crew (Driller, Logger & helper) travel to/from Job site per day		Trip	$45.00
Certified Flagman		hour	$65.00
Determination of Moisture Content in soils	ASTM D2216	test	$15.00
Liquid Limit of Soils	ASTM D4318	test	$50.00
Plastic Limit of Soils	ASTM D4318	test	$40.00
Specific Gravity of Soils	ASTM D 854	each	$100.00
Sieve Analysis	ASTM D 422	each	$63.00
Sieve Analysis w/Hydrometer	ASTM D 422	each	$105.00
Percent Passing # 200 sieve	ASTM D 1140	each	$48.00
Soil Cement Testing	Tex-120-E	test	$325.00
Soil Lime Testing	Tex-121-E	test	$350.00
Slurry Testing	Tex-130-E	test	$75.00
Unconsolidated Undrained Triaxial Compressive Strength of Soil	ASTM D 2850	each	$100.00
Consolidated Undrained Triaxial Compression Test (3 Specimens)		set of 3	$819.00
Standard Proctor Test, Treated	ASTM D 698	set of 3	$263.00
Modified Proctor Test, Treated	ASTM D 1557	set of 3	$263.00
Density of Undisturbed Soil Specimen	ASTM D 2166	test	$18.00
Bar linear Shrinkage for soils	Tex-107-E	each	$75.00
Pinhole	ASTM D 4647	each	$250.00
Crumb	ASTM D 6572	each	$80.00
Double Hydrometer	ASTM D 4221	each	$250.00
Sulfate Content Test	Tex-145-E	each	$90.00
Hydrometer	ASTM D422	each	$105.00
Triaxial Compression for Disturbed Soils and Base Materials	Tex-117-E	each	$1,750.00
Non-Destructive Deflection Testing			$0.00
~~Dynaflect~~		~~day~~	$0.00
Falling Weight Deflection (FWD)		day	$2,678.00
Heavy Weight Deflection (HWD)		day	$2,940.00
Non-Destructive Equipment Mobilization		per mile	$5.25
Borehole Grouting - Bentonite Chips		feet	$5.00
Piezometer (includes 2" PVC pipe, material and installation)	ASTMD5092	LF	$40.00
Piezometer - 2"	N/A	per foot	$42.00
Piezometer Completion/Abandonment	N/A	each	$1,250.00
Determining Soil pH	Tex-128-E	each	$53.00
Determining Chloride and Sulfate Contents in Soils	Tex-620-J	each	$110.00
Resilient Modulus Type 2 (5 of Fine Grained and/or Cohesive Soils)	AASHTO T307	set of 2	$1,350.00
Resilient Modulus Type 1 (3 of Coarse Grained and/or Non-Cohesive Soils)	AASHTO T307	set of 2	$2,300.00

OK
5/15/16

Exhibit D, Rate Schedule

Project: Ronald Reagan Extension
Consultant Team - Prime Firm: **Halff Associates, Inc.**
Traffic Unit Costs

Services To Be Provided	Unit	Unit Fees
24-Hour Automated Tube Counts - Volume	per counter/day	$ 250.00
24-Hour Automated Tube Counts - Bi-directional	per counter/day	$ 270.00
24-Hour Automated Tube Counts - Urban Freeway Main Lanes	per counter/day	$ 560.00
24-Hour Automated Tube Counts - Rural Main Lanes	per counter/day	$ 420.00
24-Hour Automated Tube Counts - Speed or Class	per counter/day	$ 270.00
24-Hour Volume Video Counts - Main Lanes	per camera/day	$ 460.00
24-Hour Classification Video Counts - Main Lanes	per camera/day	$ 575.00
Intersection Turning Movement Counts	per counter/hour/day	$ 165.00
Turning Movement Count (12-hour Manual) Minor Intersection	each	$ 1,050.00
Turning Movement Count (12-hour Manual) Major Intersection	each	$ 1,550.00
2-hour Turning Movment Count, Minor Intersection, Weekday	each	$ 235.00
2-hour Turning Movment Count, Major Intersection, Weekday	each	$ 460.00
2-hour Turning Movment Count, Minor Intersection, Weekend	each	$ 260.00
2-hour Turning Movment Count, Major Intersection, Weekend	each	$ 520.00
Travel Time Runs in DMI-Equipped Vehicle (Includes labor and mileage)	hour	$ 220.00
Speed Zone Study for District or Project	per project	$ 320.00
Speed Survey (location)	per location	$ 240.00
Intersection Diagrams / Sketches	per intersection	$ 120.00
Intersection Photography	per intersection	$ 55.00
Video Origin & Destination (capture)	per camera intersection/location	$ 1,050.00
Personal Surveys O&D Interviews	per site (one-way)	$ 1,550.00
24 Hour Volume Mainlane Video/Rader Count	per lane/day	$ 200.00
24 Hour 3 Vehicle Classification Main Lane Count	per lane/day	$ 250.00
25 Hour 13 Vehicle Classification Main Lane Count	per lane/day	$ 420.00
72 Hour Bluetooth O/D Main Lane	per unit	$ 1,375.00
72 Hour Bluetooth O/D Arterial	per unit	$ 650.00

Exhibit D, Rate Schedule

Project: Ronald Reagan Extension
Consultant Team - Prime Firm: **Halff Associates, Inc.**

Other Direct Expenses (ODE)	Unit	Max Rate	Fixed/Max	ODE Rate
Photocopies B/W (11" X 17")	each		F	$ 0.20
Photocopies B/W (8 1/2" X 11")	each		F	$ 0.10
Photocopies Color (11" X 17")	each		F	$ 1.25
Photocopies Color (8 1/2" X 11")	each		F	$ 0.75
Digital Ortho Plotting	sheet		F	$ 1.75
Plots (B/W on Bond)	per sq. ft.		F	$ 0.60
Plots (Color on Bond)	per sq. ft.		F	$ 1.60
Plots (Color on Photographic Paper)	per sq. ft.		F	$ 4.00
Color Graphics on Foam Board	square foot		F	$ 18.00
Presentation Boards 30" X 40" Color Mounted	each		F	$ 150.00
Reprographics	per sq. ft.		F	$ 3.00
Reproduction of CD/DVD	each		F	$ 5.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day		F	$ 50.00
Public Notices - Mass Mailing (500 pieces)	per mailing		F	$ 500.00
Public Notices - Mass Mailing/with Self Addressed Return Envelope (500 pieces)	per mailing		F	$ 1,000.00
GPS Receiver (rates applied to actual time GPS units are in use)	hour		F	$ 27.50
GPS RTK (rates applied to actual time GPS units are in use)	hour		F	$ 27.50
GPS Static (rates applied to actual time GPS units are in use)	hour		F	$ 27.50

5/5/16

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. **Meals**
   - 3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
   - 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
   - 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
   - 3.4 County will not reimburse for alcoholic beverages.
   - 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
   - 3.6 No meals purchased for entertainment purposes will be allowed.
   - 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EVALUATION - Corridor D - Ron Reg IH35 E to SH95
RFQ 1801-208
February 9, 2018

Mandatory Criteria	Maximum Score Points	Binkley Barfield Inc.	Bridgefarmer	Civil Corp	Freese and Nichols	Halff Associates	HDR Engineering	Huitt-Zollars	LJA Engineering	RTG	Seiler Lankes Group	Steger Bizzell
Project Manager's Experience/Qualifications with Similar Projects	**20**	13	10	12	10	19	17	13	17	15	10	10
Individuals on Project Team's Experience/Qualifications with Roadway Corridor Planning	**15**	7	10	10	5	14	14	12	14	10	7	7
Individuals on Project Team's Experience/Qualifications with all aspects of Roadway Design	**15**	12	12	12	5	14	14	13	14	14	12	10
Individuals on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas	**15**	15	15	15	15	15	15	15	15	15	15	15
Individuals on Project Team's Experience/Qualifications providing drainage planning and design services for large projects	**15**	7	12	13	5	14	14	13	13	13	13	13
Understanding of project and previous performance with Williamson County	**20**	0	15	13	0	18	18	15	18	17	10	13
Availability of Project Manager, task leads and relevant staff	**15**	15	15	15	15	15	15	15	15	15	15	15
TOTAL	**115**	**69**	**89**	**90**	**55**	**109**	**107**	**96**	**106**	**99**	**82**	**83**

Interview - Corridor D - Ron Reg IH35 E to SH95
RFQ 1801-208
February 23, 2018

Mandatory Criteria	Maximum Score Points	LJA Engineering	HDR Engineering	Halff Associates
Project Manager's Experience/Qualifications with Similar Projects	20	17	15	17
Individuals on Project Team's Experience/Qualifications with Roadway Corridor Planning	15	10	9	12
Individuals on Project Team's Experience/Qualifications with all aspects of Roadway Design	15	12	12	12
Individuals on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas	15	12	12	12
Individuals on Project Team's Experience/Qualifications providing drainage planning and design services for large projects	15	10	10	12
Understanding of project and previous performance with Williamson County	20	15	15	15
Availability of Project Manager, task leads and relevant staff	15	12	12	12
TOTAL	115	88	85	92

Commissioners Court - Regular Session **33.**

Meeting Date: 05/29/2018

Asphalt Cement Bid Advertisement Approval Invitation For Bid #1805-233

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 authorizing the Purchasing Agent to advertise and receive sealed bids for Asphalt Cement under Invitation For Bid #1805-233 .

Background

Williamson County is seeking qualified suppliers for the purchase and delivery of Asphalt Cement (AC-10) per Item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. This item was previously bid under IFB #1804-223 and received no bids. The department has requested that we re-bid this item. This expenditure will be charged to 01.0200.0210.003550. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/23/2018 04:18 PM
County Judge Exec Asst.	Wendy Coco	05/24/2018 09:08 AM
Form Started By: Melissa Gurka		Started On: 05/22/2018 09:53 AM
Final Approval Date: 05/24/2018		

Solicitation 1805-233

Asphalt Cement

Bid Designation: Public

Williamson County, Texas

Bid 1805-233
Asphalt Cement

Bid Number	1805-233
Bid Title	Asphalt Cement
Bid Start Date	In Held
Bid End Date	Jun 20, 2018 3:00:00 PM CDT
Question & Answer End Date	Jun 15, 2018 5:00:00 PM CDT
Bid Contact	Melissa Gurka Purchasing Specialist II 512-943-3860 melissa.gurka@wilco.org
Contract Duration	**365 days**
Contract Renewal	2 annual renewals
Prices Good for	**90 days**
Bid Comments	**Williamson County is seeking qualified suppliers for the purchase and delivery of Asphalt Cement (AC-10) per Item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of highways, Streets and Bridges 2014.**

Item Response Form

Item	**1805-233-01-01 -** 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 1805-233
Asphalt Cement

BIDS MUST BE RECEIVED ON OR BEFORE:
Jun 20, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Jun 20, 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 fun 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 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 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11 REJECTION OR ACCEPTANCE.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) 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, statues, 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 t 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, n 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 t 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 t 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

J. Terron Evertson, P.E. (or successor), County Engineer, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas 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 twelve (12) months, from date of formal award.

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 be 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.

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 thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the successful bidder may elect to terminate this agreement, with no additional liability to the County. The County and successful bidder agree that termination shall be the successful bidder's sole remedy under this circumstance.

1.5 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

1.6 Insurance Requirements

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision.

Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Bidder and County.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation — Statutory – Texas Law

B. Employer's Liability:

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	$1,000,000	$1,000,000
Aggregate policy limits:	$1,000,000	

Successful Bidder's property will not be covered by any insurance that may be carried by Williamson County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed $100,000. **Williamson**

County shall be named as an additional insured under any policy of insurance required hereunder.

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

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

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.

GENERAL NOTES AND TECHNICAL SPECIFICATIONS

General Information

Williamson County is seeking qualified suppliers for the purchase and delivery of Asphalt Cement (AC-10) per Item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

Quantities shown are **estimated quantities**. The actual quantity purchased may be more or less. The County is not obligated to purchase any minimum amount and the County may purchase any reasonable amount greater than the estimate for the same unit price. Items will be ordered on an "As Needed" basis.

Williamson County reserves the right to award the bid in whole to one Successful Bidder or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, tertiary, and/or subsequent award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) vendors from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

Provide three (3) references where like services have been performed by your firm. Include name of firm, address, telephone number and name of representative.

Definition of Terms

County: Williamson County Road and Bridge Division

Successful Bidder: The responsible Bidder to whom Williamson County intends to award the contract.

Engineer: Director of Road and Bridge Division, or designee.

Inspector: Employee of Williamson County supplied full time to the contractor's crew for the selection, prosecution, and quality control of the work. Should the work, as well as the geographical location, allow, the County may supply one foreman for multiple crews.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

Department: Road and Bridge Division

Control of Materials

Source Control. Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected.

The Successful Bidder shall submit, with the bid, the following test reports from an approved independent testing laboratory, providing the proposed materials compliance and adequacy. Emulsions and Specialty Emulsions:

Viscosity, Saybolt Furol
Distillation Test
Tests on Residue from Distillation

Material Quality. Correct or remove materials that fail to meet the contract requirements, for cost incurred if additional sampling and testing is required by a change of source.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.
If the Successful Bidder does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from invoice.

Manufacturer Warranties. Transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

Plant Inspection and Testing. The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.
If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant and
- The lighting is adequate to allow satisfactory inspection.

General Notes

All work performed and all products furnished under the provision of the Contract shall comply with requirements which pertain to the various items of work included herein as *Standard Specifications for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation 2014, and as amended and/or updated, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

Successful Bidder shall comply with insurance requirements dictated within this contract.

Do not park vehicles where driver sight distance to businesses and side street intersections is obstructed. If it is necessary to park where drivers' views are blocked, Successful Bidder shall make every effort to flag traffic accordingly. Give the travelling public first priority.

Successful Bidder's vehicles shall not be maintained on-site during construction, except at designated maintenance sites as approved by the Foreman.

Care shall be exercised to prevent damage to all property in and around the construction zone. The Successful Bidder shall be liable for the repair and restoration of any property damaged as a result of the Successful Bidder's prosecution of the work.

This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by transporting operation. Successful Bidder will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during transporting operation shall be replaced with plant material of comparable size and quality approved by the County.

ITEM 300 – Asphalts, Oils and Emulsions

Demurrage costs do not begin until two hours past delivery time, or two hours after the County begins unloading the transport, whichever event happens first.

County will pay no more than $80 per hour for Demurrage

All bids should be based on fully loaded transport (approximately 5000 – 5500 gal).

WILLIAMSON COUNTY BID FORM

ASPHALT CEMENT (AC-10)

BID NUMBER: IFB18XX-XXX

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip:_____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____ _____

Mobile Phone: (_____) _____

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Asphalt Cement (AC-10)	100,000	GAL	

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

_____ Date of Bid: _____
Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer:_____

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:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

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.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	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 BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(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.)

3 **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.**

4 **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.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5

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.)

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.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

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:

Question and Answers for Bid #1805-233 - Asphalt Cement

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **34.**

Meeting Date: 05/29/2018

Herbicides Bid Advertisement Approval Invitation For Bid #1805-228

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 authorizing the Purchasing Agent to advertise and receive sealed bids for Herbicides under Invitation For Bid #1805-228.

Background

Williamson County is seeking qualified suppliers for the purchase and delivery of herbicides and chemicals utilized in the maintenance of highways, streets and bridges. This expenditure will be charged to 01.0200.0201.003554. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/23/2018 04:19 PM
County Judge Exec Asst.	Wendy Coco	05/24/2018 09:08 AM
Form Started By: Melissa Gurka		Started On: 05/22/2018 10:21 AM
Final Approval Date: 05/24/2018		

Solicitation 1805-228

Herbicides

Bid Designation: Public

Williamson County, Texas

Bid 1805-228
Herbicides

Bid Number	1805-228
Bid Title	Herbicides
Bid Start Date	In Held
Bid End Date	Jun 20, 2018 3:30:00 PM CDT
Question & Answer End Date	Jun 15, 2018 4:00:00 PM CDT
Bid Contact	Melissa Gurka Purchasing Specialist II 512-943-3860 melissa.gurka@wilco.org
Contract Duration	**365 days**
Contract Renewal	2 annual renewals
Prices Good for	**90 days**
Bid Comments	**Williamson County is seeking qualified suppliers for the purchase and delivery of herbicides and chemicals utilized in the maintenance of highways, streets and bridges.**

Item Response Form

Item **1805-228--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 1805-228
Herbicides

BIDS MUST BE RECEIVED ON OR BEFORE:
Jun 20, 2018 3:30:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Jun 20, 2018 3:30:00 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 fun 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 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 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11 REJECTION OR ACCEPTANCE.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) 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, statues, 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 t 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, n 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 t 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 t 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

J. Terron Evertson, P.E. (or successor), County Engineer, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas 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 twelve (12) months beginning on the date of formal award by the Williamson County Commissioners' Court.

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 be 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.
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 thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the successful bidder may elect to terminate this agreement, with no additional liability to the County. The County and successful bidder agree that termination shall be the successful bidder's sole remedy under this circumstance.

1.5 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

1.6 Insurance Requirements

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision.

Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Bidder and County.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation — Statutory – Texas Law

B. Employer's Liability:

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	$1,000,000	$1,000,000
Aggregate policy limits:	$1,000,000	

Successful Bidder's property will not be covered by any insurance that may be carried by Williamson County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed $100,000. **Williamson**

County shall be named as an additional insured under any policy of insurance required hereunder.

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

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

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.

GENERAL NOTES AND TECHNICAL SPECIFICATIONS

General Information

Williamson County is seeking qualified suppliers for the purchase and delivery of herbicides and chemicals utilized in the maintenance of highways, streets and bridges.

Quantities shown are **estimated quantities**. The actual quantity purchased may be more or less. The County is not obligated to purchase any minimum amount and the County may purchase any reasonable amount greater than the estimate for the same unit price. Items will be ordered on an "As Needed" basis.

Williamson County reserves the right to award the bid in whole to one contractor or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, tertiary, and/or subsequent award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) vendors from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

Provide three (3) references where like services have been performed by your firm. Include name of firm, address, telephone number and name of representative.

Definition of Terms

County: Williamson County acting through the Road and Bridge Division.

Successful Bidder: The responsible Bidder to whom Williamson County intends to award the contract.

Engineer: Williamson County Director of Road and Bridge, or designee.

Inspector: Engineer's designee assigned full, or part, time to the contractor's crew for the oversight of the work.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2014.

TxDOT: Texas Department of Transportation.

Department: Road and Bridge Division

General Notes

All work performed and all products furnished under the provision of the Contract shall comply with all applicable State and Federal Laws related to Herbicides and Pesticides.

Delivery: Materials are to be Free On Board (FOB Destination) to any destination in Williamson County.

Contractor to possess all applicable permits, registrations and licenses, including but not limited to those required by the Texas Department of Agriculture.

Successful Bidder shall comply with insurance requirements dictated within this contract.

Should Contractor’s employee’s be found not practicing, safe handling, transportation, storage, display, distribution, and labeling of herbicides, Engineer may reject delivery and remove contractor from list of approved vendors.

WILLIAMSON COUNTY BID FORM

HERBICIDES

BID NUMBER: IFB 1805-228

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip:_____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____ _____

Mobile Phone: (_____) _____

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	PACKAGE UNITS	PACKAGE PRICE	TOTAL COST
1	RANGER PRO	2700	GAL			
2	ELEMENT 3A	50	GAL			
3	DUPONT PERSPECTIVE TM	40	LBS			
4	OPENSIGHT HERBICIDE	45	LBS			
5	ESPLANADE TM 200 SC	15	GAL			
6	ESPLANADE EZ	15	GAL			
7	POWERLINE	200	GAL			
8	GRAZON P+D (RESTRICTED HERBICIDE)	25	GAL			
9	RRSI NIS SURFACTANT	20	GAL			
10	RRSI DEFOAMER	30	GAL			
11	OUTRIDER	2	CASE*			

12	METHOD 240 SL	30	GAL			

* Assume 20 oz container, 10 x 20 oz container per case

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

_____ Date of Bid: _____
Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer:_____

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:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

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.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	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 BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(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.)

3 **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.**

4 **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.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **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.)

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.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

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:

Question and Answers for Bid #1805-228 - Herbicides

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **35.**

Meeting Date: 05/29/2018

Advertisement Approval IFB 1805-234 Sale of Surplus ROW Abutting US 183A

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 sale of approximately 1.761 acres of surplus right of way abutting US 183A under IFB # 1805-234.

Background

Pursuant to § 272.001 of the Texas Local Government Code, WILLIAMSON COUNTY, TEXAS is offering to sell certain real property description of a 1.748 acre tract of land, located in the William Mansil Survey, Abstract No. 437, being a portion of a called 77.484 acre tract of land described as tract two in the deed to Jean Baptiste Ltd. As recorded in Document No. 9926686 of the Official Public Records of Williamson County, Texas (the “Property”). This is a re-bid due to no bids received during the initial process.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/23/2018 03:25 PM
County Judge Exec Asst.	Wendy Coco	05/24/2018 09:08 AM
Form Started By: Thomas Skiles		Started On: 05/22/2018 11:02 AM
Final Approval Date: 05/24/2018		

Solicitation 1805-234

Sale of Surplus Right-of-Way Abutting US 183A

Bid Designation: Public

WILLIAMSON COUNTY
1848

Williamson County, Texas

Bid 1805-234
Sale of Surplus Right-of-Way Abutting US 183A

Bid Number	1805-234
Bid Title	Sale of Surplus Right-of-Way Abutting US 183A
Bid Start Date	In Held
Bid End Date	Jun 18, 2018 10:00:00 AM CDT
Question & Answer End Date	Jun 13, 2018 5:00:00 PM CDT
Bid Contact	Blake Skiles Senior Purchasing Specialist 512-943-1478 blake.skiles@wilco.org
Contract Duration	**One Time Purchase**
Contract Renewal	Not Applicable
Prices Good for	**Not Applicable**

Bid Comments

WILLIAMSON COUNTY, TEXAS NOTICE OF OFFER TO SELL REAL PROPERTY

Pursuant to § 272.001 of the Texas Local Government Code, WILLIAMSON COUNTY, TEXAS is offering to sell certain real property description of a 1.748 acre tract of land, located in the William Mansil Survey, Abstract No. 437, being a portion of a called 77.484 acre tract of land described as tract two in the deed to Jean Baptiste Ltd. As recorded in Document No. 9926686 of the Official Public Records of Williamson County, Texas (the "Property").

Refer to attached documentation identified below:

Metes and Bounds Description provided by SAM, Inc located at 5508 West Highway 290, Building B, Austin, TX 78735 dated 16 July 2004.

Sketch to Accompany Metes and Bounds Description dated 16 July 2004.

All bids will be evaluated on the basis of what is in the best interest of Williamson County. While the purchase price is important, the purchase price will not necessarily be the determining factor in the selection of the best bid. All bids will be considered at a regularly scheduled meeting of the Williamson County Commissioners Court in Georgetown, Texas. Williamson County may accept or reject any and all bids.

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 publicly and the names of Bidders and pricing will be read aloud.

Item Response Form

Item **1805-234--01-01 -** Total Bid Price

Quantity **1 each**

Unit Price

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Total Bid Price

Item **1805-234--01-02 -** 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 1805-234

Sale of Surplus Right-of-Way Abutting US 183A

BIDS MUST BE RECEIVED ON OR BEFORE:
Jun 18, 2018 10:00:00 AM CDT

BIDS WILL BE PUBLICLY OPENED:
Jun 18, 2018 10:00:00 AM 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, TEXAS
NOTICE OF OFFER TO SELL REAL PROPERTY

Pursuant to § 272.001 of the Texas Local Government Code, WILLIAMSON COUNTY, TEXAS is offering to sell certain real property description of a 1.748 acre tract of land, located in the William Mansil Survey, Abstract No. 437, being a portion of a called 77.484 acre tract of land described as tract two in the deed to Jean Baptiste Ltd. As recorded in Document No. 9926686 of the Official Public Records of Williamson County, Texas (the "Property").

Sealed bids for the purchase of the Property shall be delivered on or before 10:00 a.m. (CDT) on June 18, 2018 to Williamson County Purchasing Department, Attn: IFB # 1805-234, 901 S. Austin Avenue, Georgetown, Texas 78626. All bids submitted shall have "IFB # 1805-234" written in bold letters on the outside of the envelope. All bids will be considered at a regularly scheduled meeting of the Williamson County Commissioners Court in Georgetown, Texas.

Bids will be evaluated on the basis of what is in the best interest of Williamson County. While the purchase price is important, the purchase price will not necessarily be the determining factor in the selection of the best bid. All bids must be on the form provided by the County.

For a copy of the bid form, a more detailed description of the property, or any other information, contact Blake Skiles, Senior Purchasing Specialist, Williamson County Texas, at blake.skiles@wilco.org.

Williamson County may accept or reject any and all bids.

346716

EXHIBIT_____

County: Williamson
Parcel No.: 133
Highway: U.S. 183A
Limits: From: The South Fork of the San Gabriel River
To: Avery Ranch Boulevard

PROPERTY DESCRIPTION FOR PARCEL 133

DESCRIPTION OF A 1.748 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, BEING A PORTION OF A CALLED 77.484 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN THE DEED TO JEAN BAPTISTE LTD. AS RECORDED IN DOCUMENT NO. 9926686, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), SAID 1.748 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with SAM Inc. cap set on the curving proposed westerly right-of-way line of U.S. Highway 183A, on the north line of said 77.484 acre tract, being the south line of a called 77.49 acre tract as described as Tract One in the deed to Jean Baptiste and recorded in Document No. 9926686, O.R.W.C.TX., also being the northeast corner of the tract described herein, from which a ½-inch iron rod found at the common east corner of said Tract One and said Tract Two, bears N69°23'27"E, a distance of 3462.98 feet;

1) **THENCE** through the interior of said Tract Two, with said curving proposed westerly right-of-way line of U.S. Highway 183A, a distance of 929.07 feet along the arc of a curve to the left, through a central angle of 08° 58' 38", having a radius of 5929.58 feet and a chord which bears S 10° 37' 48" E, a distance of 928.12 feet to a calculated point on the south line of said Tract Two, being the north line of a called 17.46 acre tract described as Tract I in the deed to West Texas Trading Retirement, Ltd. and recorded in Volume 2058, Page 119, O.R.W.C.TX., from which a ½-inch iron rod found for the northeast corner of said 17.46 acre tract, being the northwest corner of a called 5.96 acre tract as described in the deed to Gary G. Bonnet and recorded in Volume 2697, Page 599, O.R.W.C.TX., bears, N 70° 52' 38" E, a distance of 37.93 feet;

2) **THENCE** S 70°52'38" W, at a distance of 170.52 feet, passing a ½-inch iron rod found, continuing for a total distance of 170.73 feet with the south line of said Tract Two, being the north line of said 17.46 acre tract, to a calculated point on the curving easterly right-of-way line of U.S. Highway 183, as described in the deed to the State of Texas, recorded in Volume 295, Page 131, Deed Records Williamson County, Texas (D.R.W.C.TX.), for the southwest corner of the tract described herein, from which a concrete highway monument found for the southerly terminus of said curving easterly right-of-way line, bears an arc distance of 602.44 feet along the arc of a curve to the left, through a central angle of 12° 15' 44", having a radius of 2814.93 feet, and a chord which bears S 10° 00' 11" E, a distance of 601.29 feet;

THENCE with said easterly right-of-way line of U.S. Highway 183, the following 3 calls numbered 3 through 5:

3) northerly, along the arc of a curve to the right, an arc distance of 118.67 feet through a central angle of 02° 24' 56", having a radius of 2814.93 feet, and a chord which bears N 02° 39' 51" W, a distance of 118.67 feet to a calculated point, from which a concrete highway monument found, bears N 12° 46' 34" W, a distance of 0.45 feet,

4) N 01° 26' 17" W, a distance of 689.56 feet to a concrete highway monument found for the beginning of a curve to the right, and

5) along the arc of said curve to the right, an arc distance of 155.54 feet through a central angle of 03° 11' 31", having a radius of 2792.05 feet, and a chord which bears N 00° 08' 17" E, a distance of 155.52 feet to a calculated point for the northwest corner of said Tract Two, being the southwest corner of said Tract One, from which a concrete highway monument found for the northerly terminus of said curve to the right, bears an arc distance of 307.19 feet through a central angle of 06° 18' 14", having a radius of 2792.05 feet, and a chord which bears N 04° 53' 09" E, a distance of 307.04 feet;

6) **THENCE** N 69° 23' 27" W, with the north line of said Tract Two, being the south line of said Tract One a distance of 13.40 feet, to the **POINT OF BEGINNING** and containing 1.748 acres of land, more or less.

This property description is accompanied by a separate plat of even date.

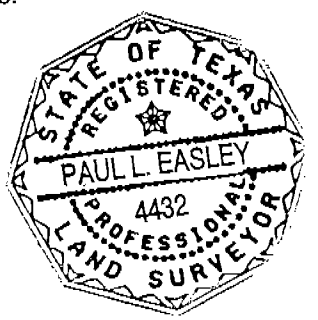
All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 (93).

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

That I, Paul L. Easley, 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.

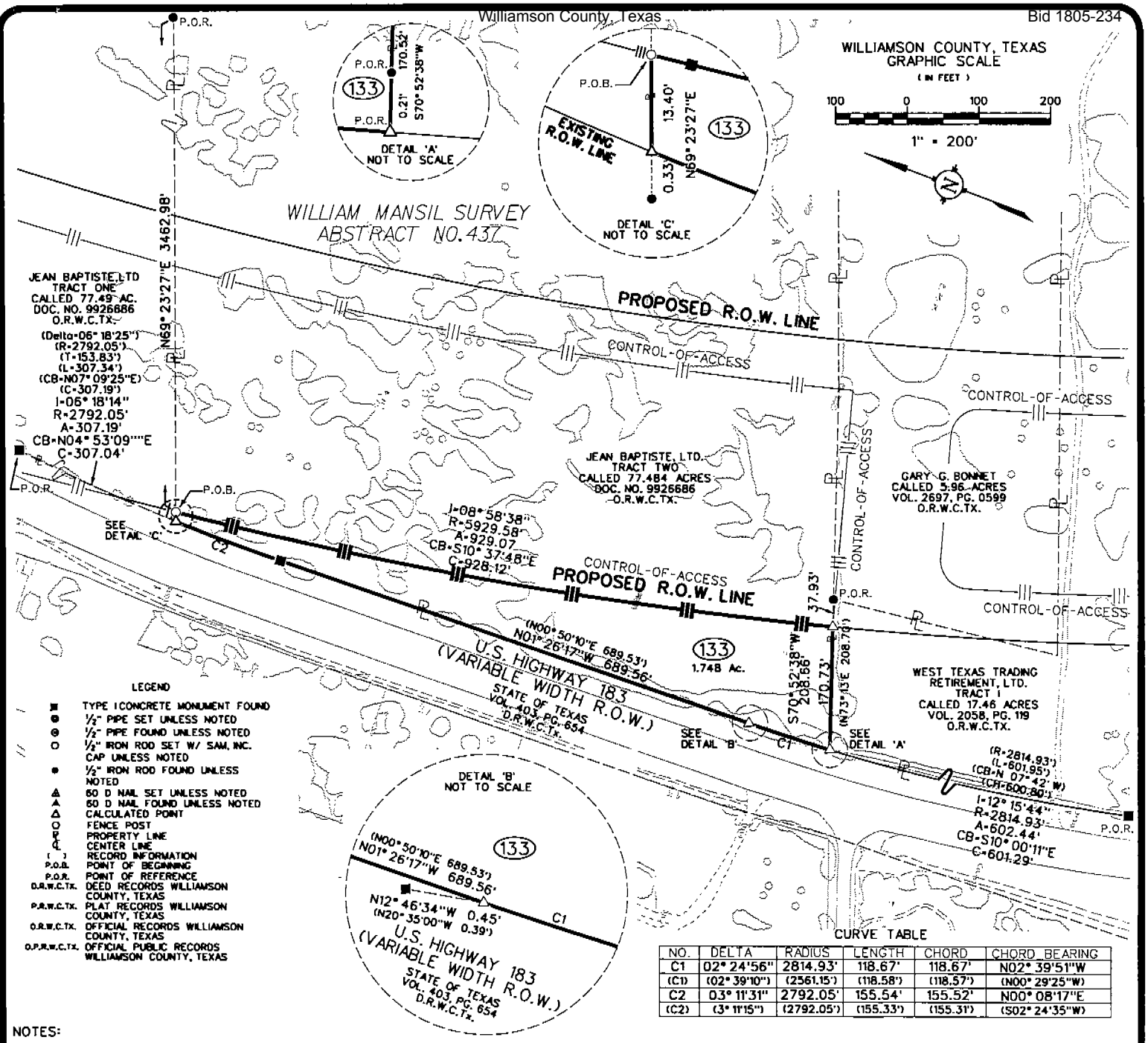
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16h day of July, 2004 A.D.

SURVEYING AND MAPPING, Inc.
5508 West Highway 290
Building B
Austin, Texas 78735



Paul L. Easley
Registered Professional Land Surveyor
No. 4432 – State of Texas

FN3481 (BDN) 23328-02



LEGEND

■	TYPE I CONCRETE MONUMENT FOUND
●	½" PIPE SET UNLESS NOTED
⊖	½" PIPE FOUND UNLESS NOTED
○	½" IRON ROD SET W/ SAM, INC. CAP UNLESS NOTED
●	½" IRON ROD FOUND UNLESS NOTED
▲	60 D NAIL SET UNLESS NOTED
▲	60 D NAIL FOUND UNLESS NOTED
△	CALCULATED POINT
○	FENCE POST
℄	PROPERTY LINE
℄	CENTER LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
D.R.W.C.Tx.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.Tx.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.Tx.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.Tx.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 24'56"	2814.93'	118.67'	118.67'	N02° 39'51"W
(C1)	(02° 39'10")	(2561.15')	(118.58')	(118.57')	(N00° 29'25"W)
C2	03° 11'31"	2792.05'	155.54'	155.52'	N00° 08'17"E
(C2)	(3° 11'15")	(2792.05')	(155.33')	(155.31')	(S02° 24'35"W)

NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 (93), ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00012.
3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
4. ACCESS IS PROHIBITED ACROSS THE CONTROL OF ACCESS LINE TO THE TRANSPORTATION FACILITY FROM THE ADJOINING PROPERTY.
5. PLANIMETRICS SHOWN HEREON ARE FROM AERIAL MAPPING PERFORMED BY SAM, INC. IN FEBRUARY 2004.

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.

STATE OF TEXAS
REGISTERED
PAUL L. EASLEY
4432
PROFESSIONAL
LAND SURVEYOR

PAUL L. EASLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4432, STATE OF TEXAS

JULY 16, 2004
DATE

PAGE 3 OF 3
REF. FIELD NOTE NO. 3481

SAM INC.
SURVEYING • AERIAL MAPPING • ENGINEERING
5508 West Highway 290
Building B
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF JEAN BAPTISTE, LTD

EXHIBIT_____

County: Williamson
Parcel No.: 132
Highway: U.S. 183A
Limits: From: The South Fork of the San Gabriel River
To: Avery Ranch Boulevard

PROPERTY DESCRIPTION FOR PARCEL 132

DESCRIPTION OF A 0.013 ACRE (560 SQUARE FEET) TRACT OF LAND, LOCATED IN THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, BEING A PORTION OF A CALLED 77.49 ACRE TRACT OF LAND DESCRIBED AS TRACT ONE IN THE DEED TO JEAN BAPTISTE LTD. AS RECORDED IN DOCUMENT NO. 9926686, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), SAID 0.013 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with SAM Inc. cap set on the curving proposed westerly right-of-way line of U.S. Highway 183A, at its intersection with the curving existing easterly right-of-way line of U.S. Highway 183 as described in the deed to the State of Texas, recorded in Volume 295, Page 131, Deed Records Williamson County, Texas (D.R.W.C.TX.), and being on the west line of said Tract One, from which a concrete highway monument found for the northerly terminus of said curving easterly right-of-way line of U.S. Highway 183, bears an arc distance of 218.30 feet through a central angle of 04° 28' 47", having a radius of 2792.05 feet, and a chord which bears N 05° 47' 53" E, a distance of 218.25 feet;

1) **THENCE** through the interior of said Tract One, with said curving proposed right-of-way line, a distance of 84.50 feet along the arc of a curve to the left, through a central angle of 00° 48' 59"", having a radius of 5929.58 feet, and a chord which bears S 05°43' 59"E, a distance of 84.50 feet to a ½-inch iron rod with SAM Inc. cap set on the south line of said Tract One, being the north line of a called 77.484 acre tract of land described as Tract Two in said deed to Jean Baptiste Ltd., from which a ½-inch iron rod found for the common easterly corner of said Tract One and said Tract Two bears, N 69° 23' 27" E, a distance of 3462.98 feet;

2) **THENCE** S 69°23'27" W, with the south line of said Tract One, being the north line of said Tract Two, a distance of 13.40 feet to a calculated point for the common west corner of same, and being on said curving easterly right-of-way line of U.S. Highway 183, from which a ½-inch iron rod found, bears S 69° 23' 27" W, a distance of 0.33 feet;

3) **THENCE** with said curving easterly right-of-way line of U.S. Highway 183, a distance of 88.89 feet along the arc of a curve to the right, through a central angle of 01° 49' 27", having a radius of 2792.05 feet, and a chord which bears N 02° 38' 46"E, a distance of 88.89 feet to the **POINT OF BEGINNING** and containing 0.013 acre (560 square feet) of land more or less.

This property description is accompanied by a separate plat of even date.

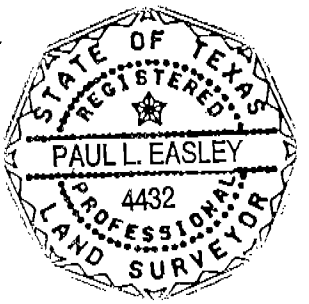
All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 (93).

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

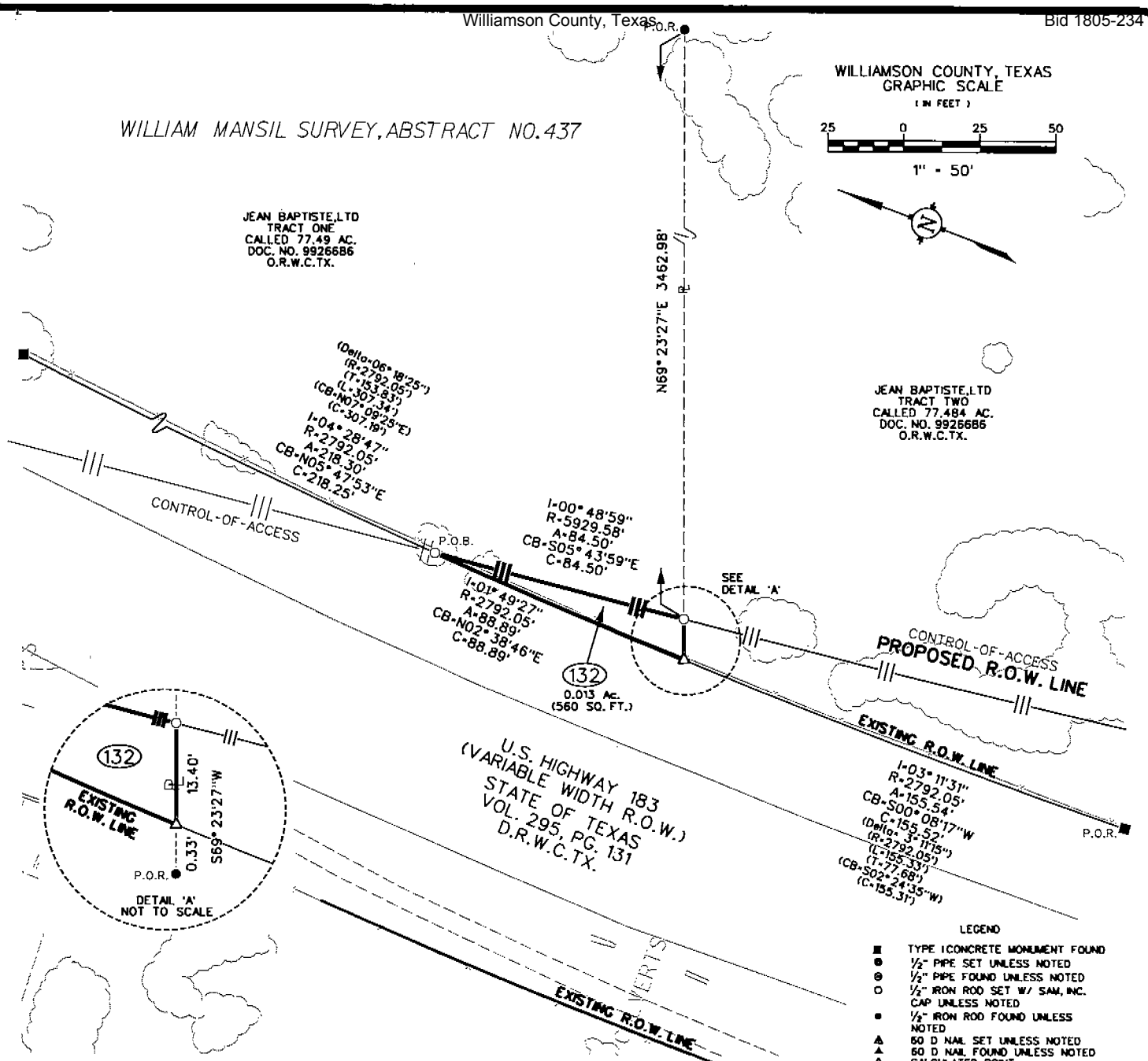
That I, Paul L. Easley, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16th day of July 2004 A.D.

SURVEYING AND MAPPING, Inc.
5508 West Highway 290
Building B
Austin, Texas 78735



Paul L. Easley
Registered Professional Land Surveyor
No. 4432 – State of Texas



LEGEND

■	TYPE I CONCRETE MONUMENT FOUND
●	½" PIPE SET UNLESS NOTED
⊖	½" PIPE FOUND UNLESS NOTED
○	½" IRON ROD SET W/ SAM, INC. CAP UNLESS NOTED
•	½" IRON ROD FOUND UNLESS NOTED
▲	60 D NAIL SET UNLESS NOTED
▲	60 D NAIL FOUND UNLESS NOTED
△	CALCULATED POINT
○	FENCE POST
P.L.	PROPERTY LINE
℄	CENTER LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
D.R.W.C.TX.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

NOTES:

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2. ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 (93), ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00012.
3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
4. ACCESS IS PROHIBITED ACROSS THE CONTROL OF ACCESS LINE TO THE TRANSPORTATION FACILITY FROM THE ADJOINING PROPERTY.
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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.

PAUL L. EASLEY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4432, STATE OF TEXAS

JULY 16, 2004
DATE

STATE OF TEXAS
REGISTERED
PAUL L. EASLEY
4432
PROFESSIONAL
LAND SURVEYOR

FIELD NOTE NO. 3480

SAM INC.
SURVEYING • AERIAL MAPPING • ENGINEERING
5508 West Highway 290
Building B
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF JEAN BAPTISTE, LTD

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:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

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.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	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 BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(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.)

3 **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.**

4 **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.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **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.)

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.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

Question and Answers for Bid #1805-234 - Sale of Surplus Right-of-Way Abutting US 183A

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **36.**

Meeting Date: 05/29/2018

Box Culvert

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 agreement between Fuquay, Inc. and Williamson County for box culvert project materials, fabrication and delivery in the amount of $39,600.00 pursuant to BuyBoard contract #555-18, and authorizing execution of the agreement.

Background

These box culverts will be used to allow CR 314 to go under water less frequently. The department point of contact is Terron Evertson. This expenditure will be charged to 01.0200.0210.003599. Funding was approved in the FY2018 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fuquay proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	05/24/2018 09:01 AM
County Judge Exec Asst.	Wendy Coco	05/24/2018 09:08 AM
Form Started By: Melissa Gurka		Started On: 05/23/2018 12:17 PM
Final Approval Date: 05/24/2018		

FUQUAY, INC.

4861 Old Hwy 81, New Braunfels, TX 78132

Phone (830) 606-1882 Fax (830) 606-1885

PROPOSAL

DATE: May 16, 2018
PROJECT: Williamson County 8' x 4' Box Culvert Project

Cured In Place Pipe CIPP for Pipeline Rehabilitation #555-18

ITEM 35		All Other Underground Construction and Supplemental Items and Additional Associated Items	Unit	Quantity	LIST PRICING		MEMBER PRICING			PROJECT SPECIFIC DISCOUNTED PRICING	
					List Price	Total	7% Discount	Price	Total	Discount Price	Total
	Storm Water										
Section II Item 35	35173*	CONC BOX CULV (8 FT X 4 FT)(MATERIAL)	LF	90	$748.50	$67,365.00	-$52.40	$696.11	$62,649.45	$440.00	$39,600.00
											$39,600.00

SPECIAL PROJECT NOTES

1) PROPOSAL IS FOR MATERIAL ONLY.
2) F.O.B. DESTINATION. BOX CULVERT TO BE DELIVERED TO 3151 S.E. INNER LOOP, GEORGETOWN, TX 78626.
3) COMPLETION OF MATERIAL FABRICATION IS ESTIMATED AT SIX WEEKS FROM APPROVAL OF DRAWINGS/PROPOSAL.
4) WILLIAMSON COUNTY RESPONSIBLE FOR RECEIVING AND OFFLOADING BOX CULVERT WHEN MATERIAL IS DELIVERED TO PROJECT SITE.
5) NOTE ADDITIONAL EXCLUSIONS BELOW.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWING AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS AND DRAWINGS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE QUOTATION. WORKER'S COMPENSATION AND PUBLIC LIABILITY INSURANCE ON ABOVE WORK TO BE FURNISHED BY FUQUAY, INC. **THERE MAY BE AN ADDITIONAL CHARGE FOR PROVIDING A WAIVER OF SUBROGATION AND/OR BEING LISTED AS AN ADDITIONAL INSURED ON FUQUAY'S INSURANCE. THE CHARGE SHALL BE EQUAL TO THE AMOUNT CHARGED TO FUQUAY FOR SAID SERVICE.**

EXCLUSIONS:

BOND, SALES TAX, AND OCP
PERMITS, BURDENS, FEES
WASTE HAUL-OFF
SURVEYING
SITE CLEARING
BARRICADES, SIGNS, TRAFFIC HANDLING
INFILTRATION REPAIR
DEWATERING
ALL BYPASS PUMPING AND PIPE PLUGGING
PROVIDING AND/OR PERFORMING ANY TESTING

TERMS:

PAYMENT FOR SERVICES SHALL BE DUE AND PAYABLE WITHIN THIRTY DAYS OF THE DATE/MONTH THE WORK IS PERFORMED. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN THIRTY DAYS.

RESPECTFULLY SUBMITTED,

FUQUAY, INC.

ACCEPTED BY: _____

COMPANY: _____

NAME: _____

TITLE: _____

Commissioners Court - Regular Session **37.**

Meeting Date: 05/29/2018

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2018 10:55 AM
Form Started By: Charlie Crossfield		Started On: 05/24/2018 10:47 AM
Final Approval Date: 05/24/2018		

Commissioners Court - Regular Session **38.**

Meeting Date: 05/29/2018

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/24/2018 10:55 AM
Form Started By: Charlie Crossfield		Started On: 05/24/2018 10:46 AM
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