

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JUNE 12TH, 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 – 24)

5. Discuss, consider and take appropriate action on budget line item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003100	Office Supplies	1500.00
To	0100.0576.003101	Educational Aids/Materials	1500.00

6. Discuss, consider and take appropriate action on approving line item transfer for JP 4.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0454.004190	Autopsies	\$6000.00
To	0100.0454.004192	Autopsy Transportation	\$6000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003100	Office Supplies	\$100.00
From	0100.0560.003005	Office Furniture	\$942.00
To	0100.0560.003006	Office Equipment	\$1,042.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004350	Printed Materials	\$600.00
To	0100.0560.003001	Small Equipment and Tools	\$600.00

9. Discuss and consider approving a line item transfer for for JP3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0453-004190	Autopsies, Med Inquests	\$10,000.00
To	0100-0453-004002	Jurors, Grand Jurors, Jury Com	\$10,000.00

10. Discuss, consider and take appropriate action on approving a line item transfer for JP3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0453-004190	Autopsies, Med Inquests	\$1,200.00
To	0100-0453-004933	Food For Jurors	\$1,200.00

11. Discuss, consider and take appropriate action on a line item transfer for Emergency Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.004500	Maintenance Contracts	4278.00
To	0100.0581.004541	Vehicle Repairs/Maintenance	4278.00

12. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
13. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) 1998 Interstate 24DTA-Beavertrial tandem axle trailer, pursuant to Tx. Local Gov't Code 263.152.
14. Discuss, consider and take appropriate action on approving property tax collections for the month of May 2018 for the Williamson County Tax Assessor/Collector.
15. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of May 2018 for the Williamson County Tax Assessor/Collector.

16. Discuss , consider and take appropriate action on increasing change amount from \$500 to \$1000 for District Clerk.
17. Discuss, consider and take appropriate action on approving a cash drawer in the amount if \$100 for the newly approved Administrative Specialist position at the Williamson County Regional Animal Shelter.
18. Receive and acknowledge the audited financial statements for Emergency Services District #10.
19. Receive and record into the official minutes the audited financial statements of Emergency Services District #1.
20. Receive and acknowledge audited financial statements and audit report from Emergency Services District #3.
21. Approve and enter into the official minutes of Commissioners Court the bond for Brandy Hallford, County Court at Law Judge #1.
22. Discuss, consider and take appropriate action regarding the Renewal of the Texas Workforce Commission Contract for Constable Pct. 3, and authorize County Judge to sign all related documentation.
23. Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 24 in the amount of \$2,764.00 for interior door changes, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.
24. Discuss, consider, and take appropriate action on approval of the final plat for the Rancho Sienna Section 11 Phase 3 subdivision - Pct 3.

REGULAR AGENDA

25. Discuss, consider and take appropriate action on acknowledging Williamson County EMS as the recipient of the American Heart Association Mission Lifeline Gold Plus Award.
26. Discuss, consider and take appropriate action on proclamation recognizing the thirty-fifth (35) anniversary of the Greater Austin Contractors & Engineers Association.
27. Discuss and consider approving a salary grievance committee, including alternates.
28. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
29. Discuss, consider and take appropriate action on a Second Amendment to an Agreement Between Owner and Contractor, by and between Williamson County and STR Constructors, LTD. relating to the Williamson County Jail Kitchen and Plumbing Remodel Project.

30. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$275,000 from 2013 Road Non-Departmental (P290) to Inner Loop @ Central Maintenance Facility (P251).
31. Discuss, consider and take appropriate action on a Real Estate Contract with Richard Perry for right of way needed on the CR 200 project (Parcel 13). Funding Source: Road Bonds P285
32. Discuss, consider and take appropriate action on a Real Estate Contract with Shannon Lyons for right of way needed on the CR 200 project. (Parcel 6) Funding Source: Road Bonds P285
33. Discuss, consider and take appropriate action on approving 2013 Park Bond Budget Transfer to move \$3,098.75 from Non-Departmental (P500) to Williamson County Expo Center (P418) of \$2,948.81 and Southwest Regional Park Pavilion (P320) of \$149.94.
34. Discuss, consider and take appropriate action on approving the FY19 employer contribution rates, 2019 benefit plan year employee, retiree, Cobra rates and plan changes as proposed by the Benefit Committee.
35. Discuss, consider and take appropriate action on a Lease Cancellation Agreement by and between Williamson County, as Lessor, and the State of Texas, as Lessee, acting by and through the Texas Facilities Commission, relating to the Texas Department of Public Safety's (DPS) use of Williamson County's property located at 515 Pine Street in Georgetown, TX 78626-5100, due to relocation of DPS, with such cancellation being effective as of May 31, 2018.
36. Discuss, consider and take any appropriate action regarding non-renewal and termination notice of contract to provide inmate telephone services and related commissary goods to inmates in the County jail with Inmate Calling Solutions, LLC, d/b/a ICSolutions.
37. Discuss, consider and take any appropriate action regarding termination notice of services provided by the Literacy Council to the Williamson County Sheriff's Office.
38. Discuss, consider, and take appropriate action on exempting Mitigation Services for Cambria Cavern, Cambria Drive and Ephraim Road from the competitive bidding requirements per Texas Local Government Code Section 262.024 (a) (1) and 262.024 (a) (2) and approving contract with Chasco Constructors, LTD, L.L.P. in the amount of \$530,425.00 and authorizing execution of the agreement.
39. Discuss, consider, and take appropriate action on awarding bids received for EMS Medical Supplies for Williamson County, Bid # 1803-221, to the lowest and best bidders as noted on the attached award recommendation.

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)."

40. 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
 - g) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
41. 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
 - t) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.
- 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.

- 42.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Employee/personnel related matters
 - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - f) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
 - g) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
 - h) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - i) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - j) Berry Springs Park and Preserve pipeline
 - k) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
 - l) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
 - m) Williamson County Sheriff's Office Training Center construction issues.
 - n) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - o) LCRA TSC Leander-Round Rock 138-Kv Transmission Line Project within the Public Right-Of-Way (Row) of New Hope Road, Ronald Reagan Boulevard, and Hero Way
 - p) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
 - q) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
 - r) Civil Action No. 1:17-cv-01113-LY, Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
 - s) Farm and Grazing Lease with Mary Brett Covington dated effective March 29, 2016 on county land near County Road 131
 - t) Amendment to Interlocal Lease Agreement between Williamson County and City of Georgetown relating to Williamson County's property located near Martin Luther King Boulevard and 8th Streets in Georgetown, Texas
 - u) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - v) Discuss law in relation to Williamson County compensation policies.
 - w) Legal matters pertaining to Cambria Cave and Brushy Creek MUD
- 43.** 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).
- 44.** 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).
- 45.** Deliberate the appointment and employment of the Williamson County Emergency Services Director, to include possibly conducting interviews of candidates for such position (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

REGULAR AGENDA (continued)

46. Discuss and take appropriate action concerning economic development.
47. Discuss and take appropriate action concerning real estate.
48. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
 - a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - cd) Employee/personnel related matters
 - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - f) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
 - g) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
 - h) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - i) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - j) Berry Springs Park and Preserve pipeline
 - k) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The Unites States District Court For The Western District of Texas – Austin Division.
 - l) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
 - m) Williamson County Sheriff's Office Training Center construction issues.
 - n) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - o) LCRA TSC Leander-Round Rock 138-Kv Transmission Line Project within the Public Right-Of-Way (Row) of New Hope Road, Ronald Reagan Boulevard, and Hero Way
 - p) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
 - q) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
 - r) Civil Action No. 1:17-cv-01113-LY, Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
 - s) Farm and Grazing Lease with Mary Brett Covington dated effective March 29, 2016 on county land near County Road 131
 - t) Amendment to Interlocal Lease Agreement between Williamson County and City of Georgetown relating to Williamson County's property located near Martin Luther King Boulevard and 8th Streets in Georgetown, Texas
 - u) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - v) Discuss law in relation to Williamson County compensation policies.
 - w) Legal matters pertaining to Cambria Cave and Brushy Creek MUD
49. 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.
50. Discuss, consider and take appropriate action on tendering an offer of employment, hiring and appointment of the Williamson County Emergency Services Director.

51. 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: 06/12/2018

Budget Line Item Transfer

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on budget line item transfer for Juvenile Services.

Background

Juvenile Services is requesting a line item transfer based on current YTD expenditures and anticipated expenditures for the remainder of FY18.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003100	Office Supplies	1500.00
To	0100.0576.003101	Educational Aids/Materials	1500.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: John Pelczar

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Wendy Coco

Date

06/05/2018 12:34 PM

06/07/2018 03:25 PM

Started On: 06/05/2018 09:30 AM

Commissioners Court - Regular Session

6.

Meeting Date: 06/12/2018

Line Item Transfer

Submitted For: Judy Hobbs

Submitted By: Jessica Schmidt, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving line item transfer for JP 4.

Background

This request is to provide sufficient funds to cover funding to approve payment of outstanding invoices for autopsy transportation.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0454.004190	Autopsies	\$6000.00
To	0100.0454.004192	Autopsy Transportation	\$6000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Jessica Schmidt

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Wendy Coco

Date

06/07/2018 10:27 AM

06/07/2018 03:25 PM

Started On: 06/02/2018 10:02 PM

Commissioners Court - Regular Session

7.

Meeting Date: 06/12/2018

Line Item Transfer for County Sheriff

Submitted For: Robert Chody

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to cover additional office equipment needed for the A. W. Grimes Training Center

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003100	Office Supplies	\$100.00
From	0100.0560.003005	Office Furniture	\$942.00
To	0100.0560.003006	Office Equipment	\$1,042.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Starla Hall

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Wendy Coco

Date

06/06/2018 04:06 PM

06/07/2018 03:25 PM

Started On: 06/05/2018 05:14 PM

Commissioners Court - Regular Session

8.

Meeting Date: 06/12/2018

Line Item Transfer for County Sheriff

Submitted For: Robert Chody

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to cover the purchase of chain saws and protective equipment for WCSO to use in the event of bad weather to clear trees from roadways.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004350	Printed Materials	\$600.00
To	0100.0560.003001	Small Equipment and Tools	\$600.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Starla Hall

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Wendy Coco

Date

06/07/2018 09:15 AM

06/07/2018 03:25 PM

Started On: 06/06/2018 02:19 PM

Commissioners Court - Regular Session

9.

Meeting Date: 06/12/2018

Line Item Transfer

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for for JP3.

Background

As a result of recent legislative changes and unfunded mandates relating to due process subsequent to failure to appear, there is a striking increase in required Jury Trials. There are currently 88 pending Jury Trials to be scheduled. The additional funds will allow the court to dispose of the majority of the currently pending cases.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0453-004190	Autopsies, Med Inquests	\$10,000.00
To	0100-0453-004002	Jurors, Grand Jurors, Jury Com	\$10,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Melissa Goins

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Wendy Coco

Date

06/07/2018 11:19 AM

06/07/2018 03:25 PM

Started On: 06/06/2018 06:55 PM

Commissioners Court - Regular Session

10.

Meeting Date: 06/12/2018

Line Item Transfer

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a line item transfer for JP3.

Background

As a result of recent legislative changes and unfunded mandates relating to due process subsequent to failure to appear, there is a striking increase in required Jury Trials. There are currently 88 pending Jury Trials to be scheduled. The additional funds will allow the court to dispose of the majority of the currently pending cases.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0453-004190	Autopsies, Med Inquests	\$1,200.00
To	0100-0453-004933	Food For Jurors	\$1,200.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Melissa Goins

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Wendy Coco

Date

06/07/2018 11:19 AM

06/07/2018 03:25 PM

Started On: 06/06/2018 07:08 PM

Commissioners Court - Regular Session

11.

Meeting Date: 06/12/2018

Line Item Transfer

Submitted For: Scott Parker

Submitted By: Melissa Pogue, Emergency Communications

Department: Emergency Communications

Agenda Category: Consent

Information

Agenda Item

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

Background

Due to repairs of Emergency Communications vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.004500	Maintenance Contracts	4278.00
To	0100.0581.004541	Vehicle Repairs/Maintenance	4278.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Melissa Pogue

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Wendy Coco

Date

06/07/2018 11:53 AM

06/07/2018 03:25 PM

Started On: 06/07/2018 11:38 AM

Commissioners Court - Regular Session

12.

Meeting Date: 06/12/2018

Compensation Items

Submitted For: Tara Raymore

Submitted By: Tammy Fennell, 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

[Position changes](#)

[Merit LIT](#)

[Merit details](#)

Form Review

Inbox

Human Resources (Originator)
County Judge Exec Asst.
Form Started By: Tammy Fennell
Final Approval Date: 06/07/2018

Reviewed By

Tammy Fennell
Wendy Coco

Date

06/07/2018 11:22 AM
06/07/2018 11:38 AM
Started On: 06/07/2018 11:11 AM

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
MOT Grant	1710	vacant	\$61,535.61	\$61,613.06	\$61,535.61	\$61,613.06	n/a	\$77.45	Title, Grade change: Comm Medical Provider (B.28) to Lead Paramedic (B.30) Salary increase is to accommodate an internal promotion	6/12/2018
MOT Grant	1639	vacant	\$58,697.10	\$63,499.24	\$58,697.10	\$63,499.24	n/a	\$4,802.14	Title and salary change: Comm Medical Provider to Community Paramedic. Salary increase is to accommodate an internal transfer	6/15/2018
MOT Grant	1666	10715	\$65,795.41	no change	no change	no change	n/a	n/a	Title change only: Comm Medical Provider to Community Paramedic	6/12/2015

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0497	001100	2536.02	
01	0100	0497	001130		2536.02

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
County Treasurer	Deputy Treasurer Finance.0723.001100	13102	\$38,393.01	\$1,151.80	3.00	\$39,544.81	MERIT	1-Jun-18
County Treasurer	Deputy Treasurer II.0721.001100	13373	\$35,001.41	\$700.02	2.00	\$35,701.43	MERIT	1-Jun-18
County Treasurer	Deputy Treasurer II.0724.001100	13780	\$34,210.09	\$684.20	2.00	\$34,894.29	MERIT	1-Jun-18

Commissioners Court - Regular Session

13.

Meeting Date: 06/12/2018

Asset Auction 6/12/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) 1998 Interstate 24DTA-Beavertrial tandem axle trailer, pursuant to Tx. Local Gov't Code 263.152.

Background

See attached list

Fiscal Impact

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

Attachments

Auction 1

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 06/06/2018

Reviewed By

Wendy Coco

Date

06/06/2018 04:03 PM

Started On: 06/06/2018 03:19 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	210 - Unified Road Systems
County VIN/Serial Number	1JKDTA243WA000949
Equipment/Door Number	UF9809
License Plate	9021403
Year	1998
Make	INTERSTATE
Model	24DTA- BEAVERTAIL TANDEM AXLE TRAILER
Comments	Surpassed life cycle by age
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 3/27/2018 5:02 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 3/28/2018 8:23 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 4/11/2018 10:50 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 4/25/2018 2:59 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 6/6/2018 3:14 PM

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session

14.

Meeting Date: 06/12/2018

Property Tax Collections – May 2018

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax collections for the month of May 2018 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

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

Attachments

[050118-053118 GWI/RFM](#)

[050118-053118 GWI-RFM Graph](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Cathy Atkinson

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Date

06/07/2018 11:19 AM

Started On: 06/07/2018 11:12 AM

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
May 31, 2018

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2017	\$244,690,088.70	\$192,665.82	\$244,882,754.52	\$1,265,271.47	\$64,873.03	\$890.26	\$2,525,783.22	\$242,356,971.30	98.97%	99.12%	99.77%
2016 & Prior Rollbacks	\$1,986,312.80 \$288,563.47	(\$135,207.93) \$848,579.62	\$1,851,104.87 \$1,137,143.09	\$5,022.64 \$93,858.27	\$6,160.13 \$0.00	\$356.12 \$0.00	\$1,468,396.56 \$52,852.64	\$382,708.31 \$1,084,290.45	20.67% 95.35%	28.04% 95.49%	
Total All	\$246,964,964.97	\$906,037.51	\$247,871,002.48	\$1,364,152.38	\$71,033.16	\$1,246.38	\$4,047,032.42	\$243,823,970.06	98.37%	98.57%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2017	\$22,761,673.50	\$22,303.87	\$22,783,977.37	\$114,466.33	\$6,066.61	\$83.53	\$230,378.52	\$22,553,598.85	98.99%	99.14%	99.77%
2016 & Prior Rollbacks	\$168,664.29 \$25,120.98	(\$11,002.90) \$75,356.84	\$157,661.39 \$100,477.82	\$507.15 \$8,470.53	\$546.40 \$0.00	\$32.63 \$0.00	\$121,891.04 \$4,762.66	\$35,770.35 \$95,715.16	22.69% 95.26%	30.46% 95.40%	
Total All	\$22,955,458.77	\$86,657.81	\$23,042,116.58	\$123,444.01	\$6,613.01	\$116.16	\$357,032.22	\$22,685,084.36	98.45%	98.65%	

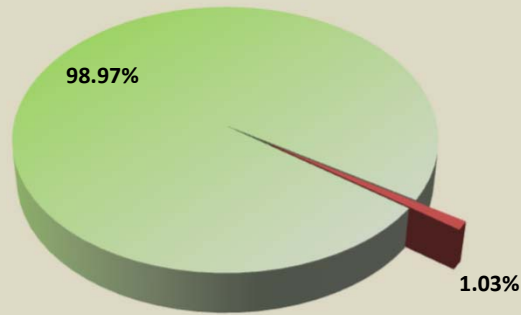
2017 COMBINED MONTHLY BREAKDOWN

Oct-17	\$269,920,423.74	\$553,492.70	\$270,473,916.44	\$9,831,927.33	\$37,739.92	\$564.42	\$260,641,424.69	\$9,832,491.75			
Nov-17	\$270,473,916.44	\$412,042.93	\$270,885,959.37	\$11,909,015.73	\$18,907.00	\$570.67	\$249,143,881.22	\$21,742,078.15			
Dec-17	\$270,885,959.37	(\$14,649.56)	\$270,871,309.81	\$151,714,891.47	\$21,384.35	\$2,564.36	\$97,411,775.83	\$173,459,533.98			
Jan-18	\$270,871,309.81	(\$124,645.58)	\$270,746,664.23	\$85,267,049.60	\$31,771.61	\$6.27	\$12,020,074.38	\$258,726,589.85			
Feb-18	\$270,746,664.23	(\$47,878.57)	\$270,698,785.66	\$3,403,054.65	\$178,516.41	(\$45,477.13)	\$8,614,618.29	\$262,084,167.37			
Mar-18	\$270,698,785.66	\$26,437.71	\$270,725,223.37	\$2,132,488.05	\$108,069.31	\$3,623.36	\$6,504,944.59	\$264,220,278.78			
Apr-18	\$270,725,223.37	\$162,917.00	\$270,888,140.37	\$796,261.27	\$73,832.74	\$3,555.44	\$5,868,044.88	\$265,020,095.49			
May-18	\$270,888,140.37	\$24,978.69	\$270,913,119.06	\$1,487,596.39	\$77,646.17	\$1,362.54	\$4,404,064.64	\$266,509,054.42			

**Year to Date Collection Report
October 1 - May 31, 2018**

■ YTD Collected ■ YTD Uncollected

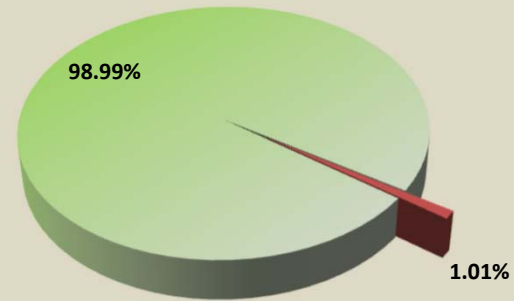
GWI



**Year to Date Collection Report
October 1 - May 31, 2018**

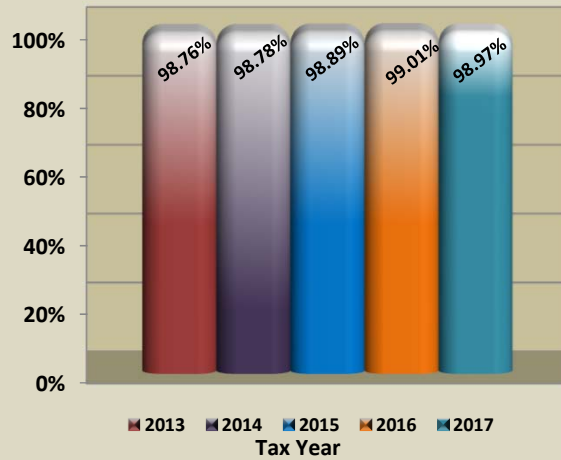
■ YTD Collected ■ YTD Uncollected

RFM



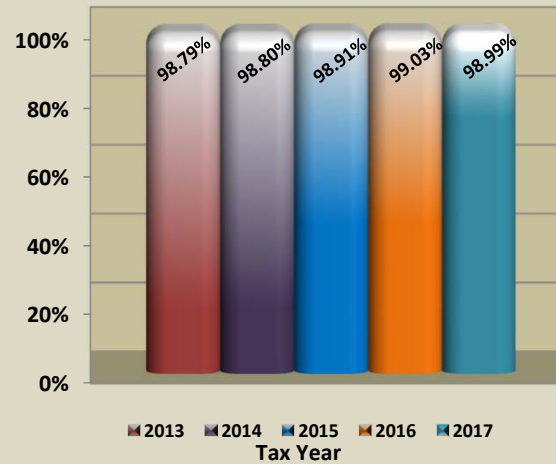
**Percent of Roll Collected Comparison
May 2014-2018**

GWI



**Percent of Roll Collected Comparison
May 2014-2018**

RFM



Commissioners Court - Regular Session

15.

Meeting Date: 06/12/2018

Property Tax Refunds – Over 2500 – May 2018

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of May 2018 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

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

Attachments

[050118-053118 Refunds Over 2500](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Cathy Atkinson

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Date

06/07/2018 11:38 AM

Started On: 06/07/2018 11:29 AM



Date: June 7, 2018

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

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

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

Thank you.

Main Office and Mailing Address:

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

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115 Round Rock, Texas 78664 Telephone: 512.244.8644	350 Discovery Blvd., Ste. 101 Cedar Park, Texas 78613 Telephone: 512.260.4290	412 Vance St., Ste. 1 Taylor, Texas 76574 Telephone: 512.352.4140
--	---	---

Property Tax
Account QuickReport
As of May 31, 2018

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	05/09/2018	66601	LOANCARE	R549921 - Overpayment	-6,832.13
Check	05/18/2018	66621	MITCHELL RANDOLPH CALVIN & CHERYL LYNN	R368526 - Escrow Refund	-3,079.68
Check	05/18/2018	66623	RUSHMORE LOAN MANAGEMENT SERVICES	R341255 - Overpayment	-5,238.52
Check	05/24/2018	66651	TOLTEQ GROUP LLC	P487975 - Overpayment	-7,325.45
Total Refunds Payable - Taxpayers					<u>-22,475.78</u>
TOTAL					<u><u>-22,475.78</u></u>

Commissioners Court - Regular Session

16.

Meeting Date: 06/12/2018

Increase change amount from \$500 to \$1000 for District Clerk

Submitted For: Lisa David

Submitted By: Lisa David, District Clerk

Department: District Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss , consider and take appropriate action on increasing change amount from \$500 to \$1000 for District Clerk.

Background

At this time we are making multiple runs to the bank to get change due to increase of large cash transactions and using large bills.

Increasing the amount will be a more beneficial in that the clerk will not be transporting large amounts of cash to and from bank.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lisa David

Final Approval Date: 06/05/2018

Reviewed By

Wendy Coco

Date

06/05/2018 12:34 PM

Started On: 06/04/2018 11:00 AM

Commissioners Court - Regular Session

17.

Meeting Date: 06/12/2018

approve an additional cash drawer

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 on approving a cash drawer in the amount of \$100 for the newly approved Administrative Specialist position at the Williamson County Regional Animal Shelter.

Background

The court approved this position in anticipation of the move to the show barn last month. Each administrative specialist collect cash, check, money order or credit for adoption, reclaim or surrender fees.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Cheryl Schneider

Final Approval Date: 06/05/2018

Reviewed By

Wendy Coco

Date

06/05/2018 12:34 PM

Started On: 06/01/2018 11:30 AM

Commissioners Court - Regular Session

18.

Meeting Date: 06/12/2018

ESD10

Submitted For: Dan Gattis

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge the audited financial statements for Emergency Services District #10.

Background

Fiscal Impact

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

Attachments

[ESD#10audit](#)

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Date

06/07/2018 09:15 AM

Started On: 06/06/2018 04:18 PM

**WILLIAMSON COUNTY EMERGENCY SERVICES
DISTRICT #10**

AUDITED FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2017

WILLIAMARTHURGRIMSLEY

Certified Public Accountant

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

TABLE OF CONTENTS

	<u>Page</u>
Independent Auditor's Report	1-2
Management's Discussion and Analysis	3-7
Basic Financial Statements	
Government- wide Financial Statements:	
Statement of Net Position	8
Statement of Activities	9
Fund Financial Statements:	
Balance Sheet – Governmental Funds	10
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position	11
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	12
Reconciliation of the Statement of Revenues, Expenditures and Changes in Governmental Fund Balances to the Statement of Activities	13
Notes to Financial Statements	14-24
Required Supplementary Information:	
Statement of Revenues, Expenditures, and Changes in Fund Balance-Budget to Actual - General Fund	25
Compliance and Internal Control Section:	
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	26-27

WILLIAMARTHURGRIMSLEY

CERTIFIED PUBLIC ACCOUNTANT

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Williamson County Emergency Services District #10
Coupland, Texas

Report on the Financial Statements

I have audited the accompanying financial statements of the governmental activities and each major fund of Williamson County Emergency Services District #10 (the District), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express opinions on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2017, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3-7 and page 25, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. I have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I do not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, I have also issued my report dated May 25, 2018, on my consideration of the District's internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



William Arthur Grimsley, CPA
Gatesville, Texas
May 25, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10 MANAGEMENT'S DISCUSSION AND ANALYSIS

For the Year Ended September 30, 2017

Our discussion and analysis of the Williamson County Emergency Services District #10's (the District) financial performance provides an overview and analysis of the District's financial activities for the year ended September 30, 2017. Please read it in conjunction with the Independent Auditor's Report, the accompanying basic financial statements, and the notes to the financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the year by \$150,021 (net position). Of this amount, \$14,974 is unrestricted and may be used to meet the District's future obligations.
- Revenue of \$109,384, was lower than expenses of \$114,752, reflecting a decrease in net position of \$5,368.
- The District's capital assets totaled \$504,207, net of accumulated depreciation of \$302,144.
- Principal payments of \$31,963 reduced debt to a balance of \$369,160.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements. The *government-wide financial statements* are designed to provide the readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all the District's assets, liabilities, and deferred inflows/outflows with the difference reported as net position. Over time, increases or decreases in the District's net position may serve as a useful indicator of whether its financial health is improving or deteriorating.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10 MANAGEMENT'S DISCUSSION AND ANALYSIS

For the Year Ended September 30, 2017

The *statement of activities* presents information showing how the District's net position changed during the year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future periods. This may include uncollected taxes and other revenues or expenses that are appropriated for the current year even though cash is not received or expended until the following year. The government-wide financial statements can be found on pages 8-9 of this report.

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison between governmental funds and governmental activities.

The District maintains one governmental fund, the General Fund. The basic governmental fund financial statements can be found on pages 10-13 of this report.

Notes to the Financial Statements. The notes provide narrative explanations or additional data needed for full disclosure in the government-wide statements and the fund financial statements. These can be found starting on page 14.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10 MANAGEMENT'S DISCUSSION AND ANALYSIS

For the Year Ended September 30, 2017

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following is summary of the District's net position as of September 30, 2017:

Statement of net position	2017	% of Total Assets
Current assets	\$ 14,974	2.88%
Capital assets, net	504,207	97.12%
Total assets	519,181	100.00%
Current liabilities	33,810	6.51%
Long-term liabilities	335,350	64.59%
Total liabilities	369,160	71.10%
Net position:		
Net investment in capital assets	135,047	26.01%
Restricted	-	0.00%
Unrestricted	14,974	2.88%
Total net position	\$ 150,021	28.90%

Net investment in capital assets represents the District's capital assets, net of accumulated depreciation and the related debt used to acquire those assets, that is still outstanding. Therefore, this portion of net position is not available for future spending. The unrestricted balance of \$14,974 may be used to meet the District's future obligations.

The following is a summary of the District's change in net position for the year ended September 30, 2017:

Statement of activities	2017	% of Total Revenue
Property tax	\$ 96,262	87.99%
Williamson county stipend	13,133	12.01%
Total revenue	109,395	100.00%
Expenses:		
General government	90,670	82.88%
Interest expense	24,082	22.01%
Total expenses	114,752	104.90%
Change in net position	\$ (5,357)	-4.90%

Property tax of \$96,262 represents 87.99% of the District's total revenue. General government expenses represent 82.88% of the District's total expenses. More details of these expenses can be found on page 12, the Statement of Revenues, Expenditures and Change in Fund Balance.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10 MANAGEMENT'S DISCUSSION AND ANALYSIS

For the Year Ended September 30, 2017

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

Governmental Funds. The focus of the District's governmental fund is to provide information on near-term inflows, outflows, and balances of spending resources. Such information is useful in accessing the District's financing requirements. In particular, unassigned and assigned fund balances may serve as a useful measure of the District's net resources available for spending at the end of the fiscal year.

As the District completed the year, its general fund (as presented in the balance sheet on page 10) reported a fund balance of \$12,963, an increase of \$3,088 from the prior year. Property tax income accounted for all of this increase.

Budget Highlights. The District prepares its budget on a governmental fund basis (modified accrual). Actual revenues were \$6,374 higher than the budget. Actual expenditures were \$4,691 higher than the budget, reflecting a net favorable variance of \$1,683 in excess revenues over expenditures. This favorable variance was primarily the result of higher property tax income, off-set partially by over budget expenditures in legal fees, all of which were related to the annexation of Thrall.

More detail is presented in the required supplementary information section on page 25.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District's investment in capital assets totaled \$504,207, net of accumulated depreciation, a decrease of \$42,430 to the prior year. Depreciation accounted for all of the decrease.

More detailed information about the District's capital assets is presented in the Notes to the Financial Statements on page 20.

Debt

At year-end, the District's long-term debt was \$369,160, a decrease from the prior year of \$31,963. This decrease was the result of scheduled principal payments. More detailed information about the District's long-term debt is presented in the Notes to the Financial Statements starting on page 21.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10 MANAGEMENT'S DISCUSSION AND ANALYSIS

For the Year Ended September 30, 2017

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The District's appointed officials considered many factors when setting the fiscal year 2018 budget and tax rates. Some of those factors include the economy and the anticipated needs of the District for operations and capital outlay in the next year. The District adopted a tax rate of \$0.10 per \$100 of the taxable within the district.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances for all those with an interest therein. Questions concerning any of the information provided in this report or requests for additional information should be addressed to: Williamson County Emergency Services District #10, P.O. Box 102, Coupland, Texas 78615.

**BASIC FINANCIAL STATEMENTS
(Government-Wide)**

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Statement of Net Position

As of September 30, 2017

	Total Governmental Activities
ASSETS:	
Cash	\$ 6,348
Property tax receivable	2,011
Due from other governments	6,515
Deposit	100
Total current assets	14,974
Capital assets:	
Land	30,666
Apparatus	250,000
Station	521,685
Furniture and fixtures	4,000
Less: accumulated depreciation	(302,144)
Total long-term assets	504,207
Total assets	\$ 519,181
LIABILITIES:	
Noncurrent liabilities:	
Due within one year	\$ 33,810
Due after one year	335,350
Total noncurrent liabilities	369,160
Total liabilities	\$ 369,160
NET POSITION:	
Net investment in capital assets	\$ 135,047
Unrestricted	14,974
Total net position	\$ 150,021

The accompanying notes are an integral part of these financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Statement of Activities

For the Year Ended September 30, 2017

Functions/Programs	Expenses	Program Revenues		Net (Expense)
		Charges for Services	Operating Grants and Contributions	Revenue and Change in Net Position
				Governmental Activities
Governmental activities	\$ 90,670	\$ -	-	\$ (90,670)
Interest expense	24,082	-	-	(24,082)
Total primary government	\$ 114,752	\$ -	\$ -	\$ (114,752)

General Revenues:

Property tax	96,262
Williamson county stipend	13,122
Total General Revenues	109,384

Change in Net Position (5,368)

Net Position - Beginning of Year 155,389

Net Position - End of Year \$ 150,021

The accompanying notes are an integral part of these financial statements.

**BASIC FINANCIAL STATEMENTS
(GOVERNMENTAL FUNDS)**

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Balance Sheet - Governmental Funds

As of September 30, 2017

	General Fund	Total Governmental Fund
ASSETS		
Cash	\$ 6,348	\$ 6,348
Property tax receivable	2,011	2,011
Due from other governments	6,515	6,515
Deposits	100	100
Total assets	14,974	14,974
 DEFERRED INFLOW OF RESOURCES		
Unavailable revenue - property taxes	2,011	2,011
 Fund Balance		
Nonspendable	-	-
Restricted	-	-
Committed	-	-
Unassigned	12,963	12,963
Total fund balance	12,963	12,963
 Total deferred inflows of resources and fund balance	\$ 14,974	\$ 14,974

The accompanying notes are an integral part of these financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position

As of September 30, 2017

Total fund balance (deficit) – governmental funds \$ 12,963
 Amounts reported for governmental activities in the statement
 of net position are different because:

Capital assets used in governmental activities are not financial
 resources and therefore are not reported in the fund. These
 assets consist of:

Land	\$ 30,666	
Apparatus	250,000	
Station	521,685	
Furniture and fixtures	4,000	
Accumulated depreciation	<u>(302,144)</u>	
Total capital assets		504,207

Long-term debt is not due and payable in the current period and,
 therefore, is not reported as a liability in the fund financial statement. (369,160)

Some revenues in the governmental fund are deferred because they are
 not collected within the prescribed time period after year end. On the
 accrual basis, however, those revenues would be recognized, regardless
 of when they are collected. 2,011

Net assets of governmental activities (page 8) \$ 150,021

The accompanying notes are an integral part of these financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10
Statement of Revenues, Expenditures and Changes in
Fund Balances - Governmental Funds

For the Year Ended September 30, 2017

	General Fund	Total Governmental Fund
	<u> </u>	<u> </u>
Revenues:		
Property tax	\$ 94,251	\$ 94,251
Williamson county stipend	13,123	13,123
Total Revenues	<u>107,374</u>	<u>107,374</u>
Expenditures:		
Contractual services- CVFD	25,890	25,890
Contractual services- accounting	5,153	5,153
Contractual services- revenue collection	971	971
Station repairs, maintenance and supplies	1,096	1,096
Utilities	4,647	4,647
Insurance	3,539	3,539
Legal and professional services	5,896	5,896
Postage and printing	774	774
Membership and dues	275	275
Debt service - principal	31,963	31,963
Debt service - interest	24,082	24,082
Total Expenditures	<u>104,286</u>	<u>104,286</u>
Excess of Revenues Over		
Expenditures	<u>3,088</u>	<u>3,088</u>
Net Change in Fund Balance	3,088	3,088
Fund Balance, Beginning of Year	<u>9,875</u>	<u>9,875</u>
Fund Balance, End of Year	<u>\$ 12,963</u>	<u>\$ 12,963</u>

The accompanying notes are an integral part of these financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10
Reconciliation of the Statement of Revenues,
Expenditures and Changes in Governmental Funds
to the Statement of Activities

For the Year Ended September 30, 2017

Net change in fund balance – total governmental fund \$ 3,088

Amounts reported for governmental activities in the statement of activities (page 9) are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays were higher (lower) than depreciation in the current period. (42,430)

Revenues in the statement of activities that do not provide current financial resources are not reported as revenue in the governmental fund. This is the net change from the previous period. 2,011

Repayment of principal on debt is an expenditure in the governmental funds, but the repayment reduces long-term debt in the statement of net position. 31,963

Change in net position of governmental activities (page 9) \$ (5,368)

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Notes to the Financial Statements

For the Year Ended September 30, 2017

Note 1- Summary of Significant Accounting Policies

The accounting policies of the Williamson County Emergency Services District #10 (the District) conform to generally accepted accounting principles (GAAP) in the United States of America, applicable to state and local governments. The Governmental Accounting Standards Board (GASB) is the accepted standards-setting body for established governmental accounting and financial reporting principles. The more significant of the District's policies are described below.

The Reporting Entity

The District is a political subdivision of the state of Texas that was formed in May 2005. The District's role is to collect taxes from the citizens of its respective district and utilize those collections for emergency services. Those services include fire, allied services, and first responder. The Commissioners of the District are an appointed Board by the Williamson County Commissioners, to oversee and guide the various activities of the District.

The District has adopted GASB Statement No. 61, *The Financial Reporting Entity: Omnibus*. Using these criteria, the District has no component units. The District is included in the basic financial statements of Williamson County, Texas as a component unit.

Government-Wide Financial Statements

The government-wide financial statements (i.e. the *Statement of Net Position* and the *Statement of Activities*) report information on all of the non-fiduciary activities of the District.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods or services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Notes to the Financial Statements

For the Year Ended September 30, 2017

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are reported when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within thirty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to claims and judgments, are recorded only when payment is due.

The District reports the following major governmental fund:

General Fund - The general fund is the District's primary operating fund. It is used to account for all financial resources of the general government.

A. Cash and Cash Equivalents

Cash and cash equivalents are short-term highly liquid investments that are readily convertible to known amounts of cash and so near maturity that there is not significant risk of changes in value due to changes in interest rates.

Accounts Receivable

Accounts receivable consists of uncollected property tax, as of September 30, 2017. The District does not record an allowance for uncollectable accounts, supported by historical collections.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Notes to the Financial Statements

For the Year Ended September 30, 2017

Capital Assets

All capital assets are capitalized at cost (or estimated historical cost) at the time of acquisition and updated for additions and retirements during the year. The District does not possess any infrastructure. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

Furniture and Fixtures	5 Years
Fire Trucks/Equipment	10 Years
Stations	30 Years

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any items that qualify.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has only one item that qualifies for reporting in this category. Accordingly, the item, *unavailable revenue-property taxes*, is reported in the governmental funds balance sheet. These amounts are deferred and recognized as an inflow of resources in the periods the amounts become available.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Notes to the Financial Statements

For the Year Ended September 30, 2017

Equity Classifications

In the government-wide financial statements, equity is shown as net position and classified into three components:

Net investment in capital assets – Capital assets, net of accumulated depreciation, reduced by the outstanding balance of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

Restricted – Consists of assets with constraints placed on the use either by: 1) external groups, such as creditors, grantors, contributors, or laws or regulations of other governments or 2) imposed law through constitutional provisions or enabling legislation. When both restricted and unrestricted resources are available for use, it is the District’s policy to use restricted resources first and then unrestricted resources as they are needed.

Unrestricted – All other net assets that do not meet the definition of “net investment in capital assets” or “restricted”.

The District reports governmental fund balances by the five-following classification:

Nonspendable – Amounts that cannot be spent because they are either (a) not in a spendable form or (b) legally or contractually required to be maintained intact.

Restricted – Amounts with restrictions that are externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or imposed by law through constitutional provisions or enabling legislation.

Committed – Amounts that can only be used for specific purposes, imposed by formal action of the District’s highest level of decision making authority. In the case of the District, it is the District’s Board of Commissioners, and the formal action would be an ordinance to modify or rescind the commitment.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Notes to the Financial Statements

For the Year Ended September 30, 2017

Assigned – Amounts constrained by District management’s intent to be used for specific purposes but not formally restricted by external resources or committed by the District’s Board of Commissioners.

Unassigned – Amount of the remaining fund balance not in any of the other classifications.

For the classification of fund balances, the District considers restricted amounts to have been spent first when an expenditure is incurred for the purpose for which restricted and unrestricted fund balance is available. Expenditures are to be spent from restricted fund balances first, followed by committed, assigned, and lastly unassigned fund balance.

Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimations and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from these estimates.

Note 2 – Cash Deposits

Legal and Contractual Provisions, Governing Deposits and Investments

The funds of the District must be deposited and invested under the terms of a contract, contents of which are set out in the Depository Contract Law. The depository bank places approved pledged securities for safekeeping and trust with the District’s agent bank in an amount sufficient to protect District funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank’s dollar amount of Federal Deposit Insurance Corporation (“FDIC”) insurance.

At September 30, 2017, the carrying amount of the District’s cash deposits was \$6,348 and the bank balance was the same amount.

The **Public Funds Investment Act** (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports and establishment of appropriate policies. Among other things, it requires the District to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5)

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Notes to the Financial Statements

For the Year Ended September 30, 2017

expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, (9) and bid solicitation preferences for certificates of deposit. Statutes authorize the District to invest in; (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas; (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) banker's acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, (10) and common trust funds. The Act also requires the District to have independent auditors perform test procedures related to investment practices as provided by the Act. The District did not have invested funds at September 30, 2017.

Policies, Governing Deposits and Investments

In compliance with the Public Funds Investments Act, the District has adopted a deposit and investment policy. That policy addresses the following risks:

Custodial Credit Risk – Deposits: This is the risk that in the event of bank failure, the District's deposits may not be returned to it. The District was not exposed to custodial credit risk since its deposits at year-end and during the year ended September 30, 2017, were covered by depository insurance or by pledged collateral held by the District's agent bank in the District's name.

Custodial Credit Risk – Investments: This is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. Investments are subject to custodial credit risk only if they are evidenced by securities that exist in physical or book entry form. Thus, positions in external investment pools are not subject to custodial credit risk because they are not evidenced by securities that exist in physical or book entry form.

Other Credit Risk: This is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. To minimize credit risk, investment policies of the District's investment pools allow the portfolio's investment manager to only invest in obligations of the U.S. Government and its agencies; repurchase agreements; and no-load AAAm money market mutual funds registered with the SEC.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Notes to the Financial Statements

For the Year Ended September 30, 2017

Note 3 – Property Taxes

The District has the authority to levy a tax to a maximum of \$.10 per \$100 of assessed property values. Property taxes are levied each October 1 on the assessed valuation of all taxable property within the District’s boundaries. The tax rate for the October 1, 2016, levy was \$.10 per \$100 of appraised value. Taxes are due on receipt of the bill and are delinquent if not paid before February 1 of the year following the levy. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are assessed, billed and collected by the Williamson County Appraisal District.

Note 4 – Capital Assets

The following is a summary of changes in capital assets for the year:

	Balance 9/30/2016	Additions	Retirements	Balance 9/30/2017
Capital assets not being depreciated:				
Land	\$ 30,666	\$ -	\$ -	\$ 30,666
Total	<u>30,666</u>	<u>-</u>	<u>-</u>	<u>30,666</u>
Capital assets being depreciated:				
Station	521,685	-	-	521,685
Apparatus	250,000	-	-	250,000
Furniture and fixtures	4,000	-	-	4,000
Total capital assets being depreciated	<u>775,685</u>	<u>-</u>	<u>-</u>	<u>775,685</u>
Total capital assets	806,351	-	-	806,351
Less: accumulated depreciation	<u>(259,714)</u>	<u>(42,430)</u>	<u>-</u>	<u>(302,144)</u>
Net capital assets	<u>\$ 546,637</u>	<u>\$ (42,430)</u>	<u>\$ -</u>	<u>\$ 504,207</u>

Depreciation was charged to functions within the primary government as follows:

Program services	\$ 42,430
Total	<u>\$ 42,430</u>

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Notes to the Financial Statements

For the Year Ended September 30, 2017

Note 5– Debt

The following is a summary of changes in debt for the year:

	Origination Date	Maturity Date	Interest Rate	Balance 9/30/2016	Additions	Retirements	Balance 9/30/2017
Note #4737	12/6/2007	7/15/2027	6.219%	\$ 296,155	\$ -	\$ (17,332)	\$ 278,823
Note #5160	1/12/2009	7/15/2027	6.012%	67,768	-	(4,439)	63,329
Note #6381	9/10/2013	10/31/2019	3.343%	37,200	-	(10,192)	27,008
				<u>\$ 401,123</u>	<u>\$ -</u>	<u>\$ (31,963)</u>	<u>\$ 369,160</u>

At September 30, 2017, future debt service requirements are as follows:

Note #4737:

Year	Principal	Interest	Total
2018	\$ 18,410	\$ 17,340	\$ 35,750
2019	19,555	16,195	35,750
2020	20,771	14,979	35,750
2021	22,063	13,687	35,750
2022	23,435	12,315	35,750
2023-2028	174,589	39,909	214,498
Total	<u>\$ 278,823</u>	<u>\$ 114,425</u>	<u>\$ 393,248</u>

Note #5160:

Year	Principal	Interest	Total
2018	\$ 4,865	\$ 3,856	\$ 8,721
2019	5,157	3,564	8,721
2020	5,467	3,254	8,721
2021	5,796	2,925	8,721
2022	6,144	2,577	8,721
2023-2028	35,900	39,909	43,607
Total	<u>\$ 63,329</u>	<u>\$ 56,085</u>	<u>\$ 87,212</u>

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Notes to the Financial Statements

For the Year Ended September 30, 2017

Note #6381:

<u>Year:</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2018	\$ 10,535	\$ 816	\$ 11,351
2019	10,890	461	11,351
2020	5,583	92	5,675
Total	<u>\$ 27,008</u>	<u>\$ 1,369</u>	<u>\$ 28,377</u>

Total Debt Service:

<u>Year:</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2018	\$ 33,810	\$ 22,012	\$ 55,822
2019	35,602	20,220	55,822
2020	31,820	18,327	50,147
2021	27,858	16,613	44,471
2022	29,579	14,892	44,471
2023-2027	210,491	47,616	258,107
Total	<u>\$ 369,160</u>	<u>\$ 139,680</u>	<u>\$ 508,840</u>

On December 6, 2007, the District entered into Promissory Note Agreement #4737, with Government Capital Corporation for the construction of a new fire station in Coupland, Texas, in the amount of \$400,000. The loan matures on July 15, 2027 and carries an interest rate of 6.219%. The note is secured by a commercial deed of trust. For the year ended September 30, 2017, principal payments of \$17,332 were made and interest of \$18,418 was paid. As allowed by the note agreement, this note was subsequently transferred and assigned to South Side Bank.

On January 12, 2009, the District entered into Promissory Note Agreement #5160, with Government Capital Corporation to provide additional funding of the fire station, in the amount of \$100,000. The loan matures on July 15, 2027 and carries an interest rate of 6.012%. The note is secured by the assignment of Ad Valorem Taxes. For the year ended September 30, 2017, principal payments of \$4,439 were made and interest of \$4,133 was paid. As allowed by the note agreement, this note was subsequently transferred and assigned to South Side Bank.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Notes to the Financial Statements

For the Year Ended September 30, 2017

On September 10, 2013, the District entered into Note Agreement #6381 with Government Capital Corporation for the purchase of fire trucks, in the amount of \$61,072. The loan matures on October 31, 2019 and carries an interest rate of 3.343%. The note is secured by the assignment of Ad Valorem Taxes. For the year ended September 30, 2017, principal payments of \$10,192 were made and interest of \$1,159 was paid. As allowed by the note agreement, this note was subsequently transferred and assigned to Schertz Bank and Trust.

Note 6 – Contracts/Commitments

The District does not have employees and the Board of Commissioners are not compensated. Accordingly, the District contracts with independent parties for its service and operational needs. Most notable among these is the provision to the citizens within its boundaries for emergency services.

On October 16, 2007, the District entered into an Emergency Service Agreement (the Agreement) with the Coupland Volunteer Fire Department (the Department) to provide for the protection of life and property from fire, and medical first responder assistance. The term of the Agreement is to remain in effect on a year to year basis unless terminated by either party upon ninety (90) days written notice. In consideration for the services to be rendered under the Agreement the District is to pay the Department, as funds become available and are appropriated in the sole discretion of the District, the sums set out in the annual budget as approved by the District. The District also agrees to provide for the purchase of capital or other equipment and improvements as requested by the Department and approved by the District. For the year ended September 30, 2017, the District paid a total of \$25,890 under the terms of the Agreement on behalf of or directly to the Department.

Note 7 – Risk Management

The District is exposed to various risks of loss including general liability and property damage. The District insures against such risks through the purchase of commercial insurance.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10

Notes to the Financial Statements

For the Year Ended September 30, 2017

Note 8 – Subsequent Events

In preparing these financial statements, the District has evaluated events and transactions for potential recognition or disclosure through May 25, 2018, the date the financial statements were available to be issued.

As a result of an election held on November 7, 2017 the District's proposition to include the area commonly known as the Thrall Defined Territory to its service area and for the Thrall Service Area to assume its proportionate share of the District's outstanding debts and taxes, was elected. Financial recognition of this subsequent event was not required.

REQUIRED SUPPLEMENTARY INFORMATION

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #10
Statement of Revenues, Expenditures, and Changes in Fund
Balance - Budget to Actual - General Fund

For the Year Ended September 30, 2017

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Property tax revenue	\$ 88,000	\$ 88,000	\$ 94,251	\$ 6,251
Williamson county stipend	13,000	13,000	13,123	123
Total General Revenue	<u>101,000</u>	<u>101,000</u>	<u>107,374</u>	<u>6,374</u>
EXPENDITURES				
Contractual services- CVFD	26,200	26,200	25,890	310
Contractual services- accounting	4,000	4,000	5,153	(1,153)
Contractual services- revenue collection	1,000	1,000	971	29
Station repairs, maintenance and supplies	1,100	1,100	1,096	4
Utilities	5,500	5,500	4,647	853
Insurance	3,500	3,500	3,539	(39)
Operating expenses	2,250	2,250	6,945	(4,695)
Debit service - principal and interest	56,045	56,045	56,045	-
Total Expenses	<u>99,595</u>	<u>99,595</u>	<u>104,286</u>	<u>(4,691)</u>
Excess (Deficit) of Revenues Over Expenditures	<u>\$ 1,405</u>	<u>\$ 1,405</u>	<u>\$ 3,088</u>	<u>\$ 1,683</u>

COMPLIANCE/INTERNAL CONTROL SECTION

WILLIAMARTHURGRIMSLEY

CERTIFIED PUBLIC ACCOUNTANT

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Commissioners
Williamson County Emergency Services District #10
Coupland, Texas

I have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Williamson County Emergency Services District #10 (the District), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued my report, thereon, dated May 25, 2018.

Internal Control Over Financial Reporting

In planning and performing my audit of the financial statements, I considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, I do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those in charge of governance.

My consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during my audit, I did not identify any deficiencies in the internal control that I consider material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatements, I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit, and accordingly, I do not express such an opinion. The results of my tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of my testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



William Arthur Grimsley, CPA
Gatesville, Texas
May 25, 2018

Commissioners Court - Regular Session

19.

Meeting Date: 06/12/2018

ESD 1

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Receive and record into the official minutes the audited financial statements of Emergency Services District #1.

Background

Fiscal Impact

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

Attachments

[ESD#1.AFS](#)

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 06/06/2018

Reviewed By

Wendy Coco

Date

06/06/2018 04:03 PM

Started On: 06/06/2018 01:39 PM

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

AUDITED FINANCIAL STATEMENTS

AND SUPPLEMENTAL SCHEDULES

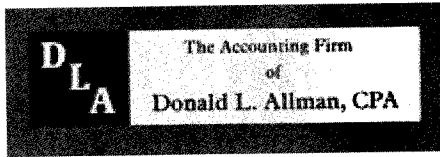
AND INDEPENDENT AUDITOR'S REPORT

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2017

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

TABLE OF CONTENTS

Independent Auditor's Report	1-2
Management's Discussion and Analysis	3-10
Statement of Net Position	11
Statement of Activities	12
Balance Sheet – Governmental Funds	13
Reconciliation of Total Governmental Fund Balances to Net Position of Governmental Activities	14
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds	15
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities	16
Notes to Financial Statements	17- 24
Schedule of Revenues, Expenditures, and Changes in Fund Balance Budget and Actual (Non-GAAP Budgetary Basis) General Fund	25
Notes to Required Supplementary Information	26
<i>Government Auditing Standards</i> Report on Internal Control over Financial Reporting and on Compliance and Other Matters—with No Material Weaknesses, Significant Deficiencies, or Reportable Instances of Noncompliance or Other Matters Identified	27-28



Donald L. Allman, CPA, PC
205 E. University Ave., Ste. 165
Georgetown, Texas 78626
Phone: 512-422-3700
Fax: 512-240-5460
Email: dallman@donallmancpa.com

Independent Auditor's Report

To the Board of Directors
Williamson County Emergency Services District No. 1

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 1 ("the ESD") as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the ESD's basic financial statements as listed in the table of contents.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County ESD No. 1 as of December 31, 2017, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 – 10 and 25 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Donald L. Allman, CPA

Georgetown, Texas
May 2, 2018

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2017**

Our discussion and analysis of the Williamson County Emergency Services District No. 1's financial performance provides an overview of the District's financial activities for the fiscal year ended December 31, 2017. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 11.

FINANCIAL HIGHLIGHTS

Total net position increased \$704,614 from 2016.

The District expended \$42,500 on a Drill Tower, and \$7,074 on an overhead door in 2017.

The District had \$1,658,237 in expenses related to governmental activities with \$2,362,851 in program revenues to cover the cost of these programs. Excess funds increase the reserve balance.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 11-12) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 13. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities

Our analysis of the District as a whole begins on page 11. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question.

These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in that. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds Major Funds

Fund Financial Statements

-General

Our analysis of the District's major funds begins on page 13. The Fund financial statements begin on page 13 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 17-24 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 25-26 of this report.

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, increasing from \$8,189,689 to \$8,385,252. A prior period adjustment was made reducing the prior year net position by \$509,051. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the District's governmental activities.

Net position of the District's activities increased 8.6% or \$704,614. Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – increased from \$5,278,761 to \$5,771,784. Restricted Fund Balance remained \$1,000,000.

Table 1
Summary of Net Position

	2017	2016	\$ Change	% Change
Cash and Current Assets	\$ 6,183,339	\$ 5,555,407	\$ 627,932	11.3%
Property & Sales Taxes Rec.	589,679	726,255	\$ (136,576)	100.0%
Capital Assets	1,613,468	1,910,928	(297,460)	-15.6%
Total Assets	\$ 8,386,486	\$ 8,192,590	\$ 193,896	2.4%
Current Liabilities	\$ 1,234	\$ 2,901	\$ (1,667)	-100.0%
Long-Term Obligations	-	-	-	0.0%
Total Liabilities	\$ 1,234	\$ 2,901	\$ (1,667)	-100.0%
Net Position:				
Net Investment in Capital				
Assets	\$ 1,613,468	\$ 1,910,928	\$ (297,460)	-15.6%
Restricted	1,000,000	1,000,000	-	0.0%
Unrestricted	5,771,784	5,278,761	493,023	9.3%
Total Net Assets	\$ 8,385,252	\$ 8,189,689	\$ 195,563	2.4%

Table 2
Summary of Changes in Net Position for 2017
Compared With 2016 Activity

	<u>2017</u>	<u>2016</u>	<u>\$ Change</u>	<u>% Change</u>
Program Revenues:				
Property Taxes	\$ 1,333,886	\$ 1,879,102	\$ (545,216)	-29.0%
Sales Taxes	970,894	533,077	437,817	82.1%
Wilco Revenues	6,045	11,669	(5,624)	-48.2%
Other income	23,729	19,199	4,530	23.6%
Interest & Investment Income	28,297	29,063	(766)	-2.6%
Total Revenues	<u>\$ 2,362,851</u>	<u>\$ 2,472,110</u>	<u>\$ (109,259)</u>	<u>-4.4%</u>
Program Expenses:				
General Government	\$ 1,528,012	\$ 1,875,499	\$ 347,487	-18.5%
Other (Income)/Expense	130,225	23,292	(106,933)	
Total Expenses	<u>\$ 1,658,237</u>	<u>\$ 1,898,791</u>	<u>\$ 240,554</u>	<u>-12.7%</u>
Net Position				
Increase / (Decrease)	<u>\$ 704,614</u>	<u>\$ 573,319</u>	<u>\$ 131,295</u>	<u>22.9%</u>

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the District by each of these functions.

Table 3
Governmental Activities

	Total Cost of Services		Net Cost of Services	
	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
General Government	\$ 1,528,012	\$ 1,875,499	\$ 1,528,012	\$ 1,875,499
Other Expense	130,225	23,292	130,225	23,292
Total Expenses	<u>\$ 1,658,237</u>	<u>\$ 1,898,791</u>	<u>\$ 1,658,237</u>	<u>\$ 1,898,791</u>

The decrease in general government expenses from 2016 to 2017 of \$347,487 can be attributed to decreases in the Jollyville VFD contract.

THE DISTRICT'S FUND'S

**Table 4
Change In Year End Fund Balance**

	<u>2017</u>	<u>2016</u>	<u>\$ Change</u>	<u>% Change</u>
Net Investment in Capital Asset:	\$ 1,613,468	\$ 1,910,928	\$ (297,460)	-15.6%
Restricted	1,000,000	1,000,000	-	0.0%
Unrestricted	<u>5,771,784</u>	<u>5,278,761</u>	493,023	9.3%
Total Governmental Balances	<u>\$ 8,385,252</u>	<u>\$ 8,189,689</u>	<u>\$ 195,563</u>	<u>2.4%</u>

The 15.6% decrease in Capital Assets is due to depreciation. Restricted net assets remain \$1,000,000 due to the Board of Directors not incorporating any changes.

The 9.3% increase in the Unrestricted fund balance can be attributed to increased sales tax revenues.

Table 5 presents a summary of governmental fund revenues for the 2017 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

**Table 5
Total Governmental Fund Revenues**

Revenue Source	<u>2017</u>	<u>% of Total</u>	<u>Increase or (Decrease) Over 2016</u>	<u>% Increase / (Decrease)</u>
Property taxes	1,333,886	56.5%	(545,216)	-29.0%
Sales taxes	970,894	41.1%	437,817	82.1%
Other income	23,729	1.00%	4,530	38.8%
Wilco Income	6,045	0.3%	(5,624)	-48.2%
Investment Income	28,297	1.2%	(766)	-2.6%
Total	<u>\$ 2,362,851</u>	<u>100.0%</u>	<u>\$ (109,259)</u>	<u>-4.4%</u>

The 29% decrease in Property Tax revenues is primarily due to decreases in the property tax base, the tax rate did not change.

The 82.1% increase in sales taxes is primarily due to an increase in sales revenues in the area. Interest rates decreased slightly, and continue to stay low, and did not fluctuate significantly during the year.

Table 6 presents the General Fund budget and the difference between the original budget and final budget for fiscal year 2017. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6
Original and Final Budget
Budgeted Amounts

	<u>Original</u>	<u>Final</u>	<u>Variance</u>
Revenues:			
Property Taxes	\$ 1,281,074	\$ 1,281,074	\$ -
Sales Taxes	500,000	500,000	-
Wilco Income	10,569	10,569	-
Interest Income	-	-	-
Other Income	-	-	-
Total Revenues	<u>\$ 1,791,643</u>	<u>\$ 1,791,643</u>	<u>\$ -</u>
Expenditures:			
Current:			
Contracts for EMS & Firefighting	\$ 1,318,750	\$ 1,318,750	\$ -
Insurance	39,990	39,990	-
Utilities	20,000	20,000	-
Diesel, Gasoline & Oil	11,500	11,500	-
Vehicle maintenance & repair	25,000	25,000	-
County Appraisal District cost	9,000	9,000	-
County Tax Assessor-Collector	3,000	3,000	-
Audit cost & Legal fees&Sales tax	21,000	21,000	-
Building repair, maintenance, equip	74,260	74,260	-
Investment Advisory Agreement	1,800	1,800	-
Training	5,100	5,100	-
Total Expenditures	<u>\$ 1,529,400</u>	<u>\$ 1,529,400</u>	<u>\$ -</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>\$ 262,243</u>	<u>\$ 262,243</u>	<u>\$ -</u>
Original versus Final Budget			

There were no differences between original and final budgeted amounts for 2017.

Final Budget versus Actual Results

The variance in **Property Tax** revenues is due to the District decreasing its overall property value due to annexation.

The variance in **General Government** expenditures is due to the increase in the contract services.

**Table 7
Final Budget Versus Actual Results
General Fund**

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues:			
Property Taxes	\$ 1,281,074	\$ 1,333,886	\$ 52,812
Sales Taxes	500,000	970,894	470,894
Wilco Income	10,569	6,045	(4,524)
Investment Income	-	28,297	28,297
Other Income	-	23,729	23,729
Total Revenues	\$ 1,791,643	\$ 2,362,851	\$ 571,208
Final Budget Versus Actual Results			
Expenditures:			
Contracts for EMS & Firefighting	\$ 1,318,750	\$ 989,063	\$ 329,687
Miscellaneous	-	130,225	\$ (130,225)
Insurance	39,990	37,344	2,646
Utilities & communications	20,000	32,843	(12,843)
Diesel, Gasoline & Oil	11,500	9,206	2,294
Vehicle maintenance & repair	25,000	15,175	9,825
Training	\$ 5,000	1,100	3,900
County Appraisal District cost	\$ 9,000	8,670	330
County Tax Assessor-Collector	3,000	-	3,000
Audit, Legal, Sales Tax assurance	21,000	12,500	8,500
Building repair, maintenance, equip	74,260	73,277	983
Depreciation	-	347,034	(347,034)
Investment Advisor, Sales Tax	1,800	1,800	-
Total Expenditures	\$ 1,529,300	\$ 1,658,237	\$ (128,937)
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ 262,343	\$ 704,614	\$ 442,271

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District had \$1,613,468 invested in equipment, trucks and building. This amount represents a \$297, net decrease over the last year, which is due to depreciation.

Debt Administration

At fiscal year-end, the District had \$0 in loans payable or long-term debt outstanding.

ECONOMIC FACTORS

The District operates solely in Williamson County and has since its inception. About 77% of the District's revenue comes from property taxes. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District. The City of Austin is annexing parts of the WCESD # 1 service area which could decrease property tax revenues.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well. The additional apparatus and equipment are vital to providing the best fire protection and EMT services to the citizens of the District.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Office of the Treasurer, 9218 Anderson Mill Road, Austin, TX 78729.

Treasurer
Williamson County Emergency Services District # 1

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

STATEMENT OF NET POSITION

DECEMBER 31, 2017

Assets:

Current Assets:

Cash and Cash Equivalents	\$ 6,183,339
Property Taxes & Sales Tax Receivable	589,679
Total Current Assets	<u>\$ 6,773,018</u>

Non-Current Assets:

Capital Assets:

Building, Equipment & Trucks, Net of Accumulated Depreciation	\$ 1,613,468
Total Non-Current Assets	<u>\$ 1,613,468</u>

Total Assets

\$ 8,386,486

Liabilities:

Current Liabilities:

Accounts Payable	\$ 1,234
Unearned Revenue-Property Taxes	-
Payroll Taxes, Insurance & Retirement Payable	-
Current Portion of Long-Term Debt	-
Total Current Liabilities	<u>\$ 1,234</u>

Non-Current Liabilities:

Notes & Leases Payable	\$ -
Total Liabilities	<u>\$ 1,234</u>

Net Position:

Net Investment in Capital Assets	\$ 1,613,468
Restricted for Debt Service, Fire Station, Apparatus & Regular Reserve	1,000,000
Unrestricted	5,771,784
Total Net Position	<u>\$ 8,385,252</u>

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2017

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>	<u>Net Revenue and Change in Net Position Primary Governmental Activities</u>
Governmental Activities:			
General Government	1,528,012	\$ 2,328,509	\$ 800,497
Other Income/Expense	130,225	-	(130,225)
Total Governmental Activities	<u>\$ 1,658,237</u>	<u>\$ 2,328,509</u>	<u>\$ 670,272</u>
	General Revenues:		
	Unrestricted Interest Earnings		\$ 28,297
	Wilco Revenues		<u>6,045</u>
	Total General Revenues		\$ 34,342
	Change in Net Position		\$ 704,614
	Net Position - Beginning		<u>8,189,689</u>
	Prior Period Adjustment		<u>(509,051)</u>
	Net Position - Ending		<u>\$ 8,385,252</u>

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

BALANCE SHEET – GOVERNMENTAL FUNDS

DECEMBER 31, 2017

	General	Total Governmental Funds
<u>Assets:</u>		
Cash and Cash Equivalents	\$ 6,183,339	\$ 6,183,339
Property & Sales Taxes Receivable	589,679	\$ 589,679
Total Assets	<u>\$ 6,773,018</u>	<u>\$ 6,773,018</u>
Liabilities and Fund Balances		
Liabilities:		
Accounts Payable	\$ 1,234	\$ 1,234
Unearned Revenue Property Tax	551,907	551,907
Payroll Taxes, Insurance & Retirement Payable	-	-
Total Liabilities	<u>\$ 553,141</u>	<u>\$ 553,141</u>
Fund Balances		
Nonspendable	\$ -	\$ -
Restricted		
Unassigned	6,219,877	6,219,877
Total Fund Balances	<u>\$ 6,219,877</u>	<u>\$ 6,219,877</u>
Total Liabilities and Fund Balances	<u>\$ 6,773,018</u>	<u>\$ 6,773,018</u>

See accompanying notes to financial statements.

**RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET
ASSETS OF GOVERNMENTAL ACTIVITIES
DECEMBER 31, 2017**

Total fund balance – total governmental funds	\$ 6,219,877
Amounts reported for governmental activities in the statement of net assets are different because:	
Capital assets used in the governmental activities are not financial resources and therefore are not reported in the funds.	\$ 1,613,468
The current portion of property taxes receivable is not included in governmental activities due to receivables not being included in governmental activities.	\$ -
Unearned Revenues are not reported in governmental funds	\$ 551,907
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	\$ -
Net position of governmental activities	<u>\$ 8,385,252</u>

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND
BALANCES – GOVERNMENTAL FUNDS

DECEMBER 31, 2017

	General	Total Governmental Funds
<u>Revenues:</u>		
Property Taxes	\$ 957,788	\$ 957,788
Sales Taxes	970,894	970,894
Wilco Revenues	6,045	6,045
Miscellaneous	23,729	23,729
Interest Earnings	28,297	28,297
Total Revenues	\$ 1,986,753	\$ 1,986,753
 <u>Expenditures:</u>		
Current:		
General Government	\$ 1,311,203	\$ 1,311,203
Capital Outlay	49,574	49,574
Debt Service:		
Principal	-	-
Interest	-	-
Total Expenditures	\$ 1,360,777	\$ 1,360,777
 Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ 625,976	\$ 625,976
 Other Expenses	\$ -	\$ -
 Net Changes in Fund Balances	\$ 625,976	\$ 625,976
Fund Balances - Beginning	\$ 5,593,901	\$ 5,593,901
Fund Balances - Ending	\$ 6,219,877	\$ 6,219,877

See accompanying notes to the financial statements.

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2017**

Net change in fund balance - total governmental funds \$ 625,976

Amounts reported for governmental activities in the statement of net assets are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which depreciation (347,034) was more than capital outlays (49,574) in the current period. \$ (297,460)

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.

Property taxes not collected	\$ 551,907
Less: Prior year	684,860
Balance	<u>\$ (132,953)</u>

Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets. \$ -

Prior Period Adjustment \$ 509,051

Changes in net position of governmental activities \$ 704,614

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Williamson County Emergency Services District No. 1 (the District) is a governmental unit of the State of Texas that was formed in September of 1995. The entity is responsible for providing fire and emergency services in Williamson County, Texas. The District provides fire and emergency medical services to a certain geographic portion of Williamson County including Jollyville, Texas, an unincorporated area located in Williamson County. The District was created and operates under Article III, Section 48-3, of the Texas Constitution for the protection of human life and health as provided by that Act. The District's operations are governed by the Texas Health and Safety Code, Chapter 775 Emergency Services Districts.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the District's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues primarily consist of Ad Valorem taxes received from the County's appraisal district.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

C. Cash and Cash Equivalents

y

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2016-2017, cash and cash equivalents accounts were limited to Frost Bank, Hillcrest Bank, and Certificates of Deposit with Beal Bank, Berkshire Bank/Pitts, Bank of the West, BMO Harris Bank, Comenity Capital Bank, Compass Bank, Meridian Bank, Morgan Stanley Bank, Safra National Bank, East West Bank and Santander Bank. The District also has investments with TexPool, Austin Capital Bank, Federal Agency Coupon Securities, and Treasury Coupon Securities .

D. Restricted Assets

Restricted assets are cash and cash equivalents whose use is limited by legal requirements. The District's Board of Directors voted to establish reserve and restricted accounts in 2012-2013 for Equipment and Contingencies in the amounts of \$500,000 each. Another \$500,000 is reserved for Debt Service and the Fire Station Reserve, and WCESD # 1 currently does not have any outstanding debt.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. **Capital Assets**

General capital assets generally result from expenditures in the governmental funds. These assets are reported on the government-wide statement of net position and in the General Fund. All capital assets are recorded at cost and updated for additions and retirements during the year. The District does possess building infrastructure. Other capital assets consist of fire-fighting & EMT equipment and fire trucks. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not.

F. **Reservations of Fund Balance**

The District records reservations for portions of fund equity which are legally segregated for specific future use or which do not represent available expendable resources and therefore, are not available for appropriations or expenditures in the governmental fund balance sheet. Unreserved fund balance indicates that portion of fund equity, which is available for appropriations, in future periods. Fund equity reserves have been established for Equipment and Contingencies. If restricted and unrestricted assets are available for the same purpose, then restricted assets will be used before unrestricted assets.

G. **Net Position**

Net Position presents the difference between assets and liabilities in the statement of net assets. Net position invested in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net position is reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

H. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

I. Accrued Liabilities

The District reports accrued liabilities on the statement of net assets. The District reports accounts payable of \$1,234 during 2017.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the County) under the provisions of a tax collection agreement signed September, 1995. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement. The County provides the District with written reports necessary to keep the District advised of all financial information affecting the District. Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. The District pays the County for its tax collection activity in four quarterly payments, which totaled \$8,670 USD for 2017. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 1 for 2017 is \$.10 per \$100 valuation of property. The total adjusted original tax roll was \$1,333,886 on \$133,388,600 valuation. Property taxes receivable at 12/31/17 total \$551,907 with \$546,921 being current and \$4,985 being delinquent.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of “active” funds – those funds required to be kept in “cash” or “near cash” status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of “inactive” funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of “interim” funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

- United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States.
- Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2017

A. Deposits

At year-end the carrying amount of the District's deposits was \$6,183,339 and the bank balance was \$6,180,208. Federal depository insurance coverage totals \$250,000. The deposits were classified as category 1, collateralized, as defined by GASB Statement 3 "Deposits with Financial Institutions, Investments and Reverse Repurchase Agreements. Securities pledged as collateral for Williamson County Emergency Services District No. 1 at December 31, 2017 totaled \$6,185,513.

NOTE 4 - GENERAL FIXED ASSETS

A summary of changes in general fixed assets for the year ended December 31, 2017:

Property & Equipment	At 12/31/17
Anderson Mill Renovations	1,416,163.00
Anderson Mill Station	333,076.00
Portable Building	7,508.00
Trucks & Equipment	3,236,058.00
Furniture & Fixtures	54,375.00
Land, Anderson Mill Road	10.00
Accumulated Depreciation	<u>(3,433,722.00)</u>
Net Property & Equipment	<u>1,613,468.00</u>

Depreciation expense for the year ended 12/31/17 was \$347,034.

NOTE 5 - CONTINGENCIES

As of December 31, 2017, the District did not have any material pending litigation or potential non-disclosed liabilities.

NOTE 6 - PRIOR PERIOD ADJUSTMENT

Property tax revenues and receivables were reported incorrectly in the prior year audited financial statements. Property tax revenues were reported at \$1,879,102 and should have been reported at \$1,312,132. The net effect of correcting prior year property tax revenues and property tax receivables was to reduce net position by \$(509,051).

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND

FOR THE YEAR ENDED DECEMBER 31, 2017

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
Revenues:				
Property Taxes	\$ 1,281,074	\$ 1,281,074	\$ 1,333,886	\$ 52,812
Sales Taxes	500,000	500,000	970,894	470,894
Other Income	-	-	23,729	23,729
Wilco Income	10,569	10,569	6,045	(4,524)
Investment Earnings	-	-	28,297	28,297
Total Revenues	<u>\$ 1,791,643</u>	<u>\$ 1,791,643</u>	<u>\$ 2,362,851</u>	<u>\$ 571,208</u>
Expenditures:				
Current:				
General Government	\$ 1,529,400	\$ 1,529,400	\$ 1,658,237	\$ (128,837)
Capital Outlay	-	-	-	-
Debt Service	-	-	-	-
Total Expenditures	<u>\$ 1,529,400</u>	<u>\$ 1,529,400</u>	<u>\$ 1,658,237</u>	<u>\$ (128,837)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>\$ 262,243</u>	<u>\$ 262,243</u>	<u>\$ 704,614</u>	<u>\$ 442,371</u>
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Sources (Uses)	\$ 262,243	\$ 262,243	\$ 704,614	
Fund Balances - Beginning	<u>\$ 7,616,370</u>	<u>\$ 7,616,370</u>	<u>\$ 7,616,370</u>	
Fund Balances - Ending	<u>\$ 7,878,613</u>	<u>\$ 7,878,613</u>	<u>\$ 8,320,984</u>	

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

DECEMBER 31, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the District chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

1. Estimated Resources

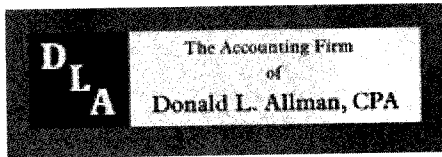
As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the District. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

2. Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

3. Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements. See page 14 for a reconciliation between governmental funds and GAAP basis net equity fund balance.



Donald L. Allman, CPA, PC
205 E. University Ave., Ste. 165
Georgetown, Texas 78626
Phone: 512-422-3700
Fax: 512-240-5460
Email: dallman@donallmancpa.com

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING
STANDARDS*

To the Board of Directors
Williamson County ESD # 1

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 1 as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise Williamson County ESD # 1's basic financial statements, and have issued our report thereon dated May 8, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 1's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 1's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 1's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD #1's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA

Georgetown, TX
May 2, 2018

Commissioners Court - Regular Session

20.

Meeting Date: 06/12/2018

ESD3

Submitted For: Dan Gattis

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge audited financial statements and audit report from Emergency Services District #3.

Background

Fiscal Impact

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

Attachments

[ESD3.audit](#)

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Date

06/07/2018 09:15 AM

Started On: 06/06/2018 04:24 PM

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
AUDITED FINANCIAL STATEMENTS
AND SUPPLEMENTAL SCHEDULES
AND INDEPENDENT AUDITOR'S REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

TABLE OF CONTENTS

1-2	Independent Auditor's Report
3-10	Management's Discussion and Analysis
11	Statement of Net Position
12	Statement of Activities
13	Balance Sheet – Governmental Funds
14	Reconciliation of Total Governmental Fund Balances to Net Position of Governmental Activities
15	Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds
16	Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities
17- 35	Notes to Financial Statements
37	Schedule of Revenues, Expenditures, and Changes in Fund Balance Budget and Actual (Non-GAAP Budgetary Basis) General Fund
38	Notes to Required Supplementary Information
39	Schedule of Changes in Net Pension Liability and Related Ratios
40	Schedule of Contributions and Related Notes
41-42	Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Auditor's Responsibility

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Management's Responsibility for the Financial Statements

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

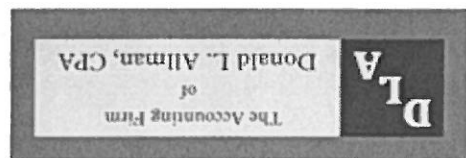
We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 3 "the ESD", as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the ESD's basic financial statements as listed in the table of contents.

Williamson County Emergency Services District No. 3

To the Board of Directors

Independent Auditor's Report

Donald L. Allman, CPA, PC
205 E. University Ave., Ste. 165
Georgetown, Texas 78626
Phone: 512-422-3700
Fax: 512-240-5460
Email: dallman@donallmancpa.com



Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County ESD No. 3 as of September 30, 2017, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, in 2015 the ESD adopted new accounting guidance, Governmental Accounting Standards (GASB) Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27* and Governmental Accounting Standards (GASB) Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date – an amendment of GASB No. 68*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of changes in net pension liability and related ratios, and the schedule of contributions on pages 3-10 and 38-41 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 6, 2017, on our consideration of the Williamson County ESD # 3's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Williamson County ESD # 3's internal control over financial reporting and compliance.

Donald L. Allman, CPA

Georgetown, Texas
December 6, 2017

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

Our discussion and analysis of the Williamson County Emergency Services District No. 3's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2017. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 11.

FINANCIAL HIGHLIGHTS

Total net position increased \$1,938,352 which represents an increase from 2016.

The District expended \$83,053 on communication equipment, apparatus and fire fighting during fiscal year ending September 30, 2017. These expenditures were all made from reserve funds with no additional financing, which led to the cash balances and unrestricted fund balance decreasing, but capital assets and net investment in capital assets fund balance increasing.

The District had \$2,763,671 in expenses related to governmental activities with \$4,702,023 in program revenues to cover the cost of these programs. The excess revenues were kept to increase the cash balance and unrestricted net position.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 11-12) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 13. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities
Our analysis of the District as a whole begins on page 11. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question.

These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds Major Funds

Fund Financial Statements -General

Our analysis of the District's major funds begins on page 13. The Fund financial statements begin on page 13 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 17-36 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 38-39 of this report.

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, increasing from \$3,002,833 to \$4,941,185. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the District's governmental activities.

Table 1
Summary of Net Position

	2017	2016	\$ Change	% Change
Cash and Current Assets	\$ 3,300,990	\$ 1,517,680	\$ 1,783,310	117.5%
Property & Sales Taxes Rec.	238,187	15,708	\$ 222,479	1416.3%
Net Pension Asset	-	8,304	\$ (8,304)	
Capital Assets	2,674,782	2,812,825	(138,043)	-4.9%
Total Assets	\$ 6,213,959	\$ 4,354,517	\$ 1,859,442	42.7%
Deferred Outflows of Resources	55,491	31,590	\$ 23,901	75.7%
Current Liabilities	\$ 263,742	\$ 206,199	\$ 57,543	27.9%
Net Pension Liability	63,348	-	\$ 63,348	
Long-Term Obligations	971,841	1,148,286	(176,445)	-15.4%
Total Liabilities	\$ 1,298,931	\$ 1,354,485	\$ (55,554)	-4.1%
Deferred Inflows of Resources	29,334	28,789	\$ 545	1.9%
Net Position:				
Net Investment in Capital Assets	\$ 1,526,496	\$ 1,493,397	\$ 33,099	2.2%
Restricted	1,128,217	1,115,798	12,419	1.1%
Unrestricted	2,286,472	393,638	1,892,834	480.9%
Total Net Position	\$ 4,941,185	\$ 3,002,833	\$ 1,938,352	64.6%

Net position of the District's activities increased 64.6% or \$1,938,352. Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – increased by \$1,892,834, going from \$393,638 up to \$2,286,472 by the end of fiscal year 2017.

Table 2 compares the 2017 change in net position to the 2016 change in net position.

General Government
Int of L/T Debt
Total Expenses

	2017	2016	2017	2016
General Government	\$ 2,722,430	\$ 2,164,654	\$ 2,722,430	\$ 2,164,654
Int of L/T Debt	41,241	41,282	41,241	41,282
Total Expenses	\$ 2,763,671	\$ 2,205,936	\$ 2,763,671	\$ 2,205,936

Table 3
Governmental Activities

Net Cost of Services

	2017	2016	2017	2016
Net Cost of Services	\$ 2,722,430	\$ 2,164,654	\$ 2,722,430	\$ 2,164,654

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the District by each of these functions.

Program Revenues:
Property Taxes
Sales Taxes
Other Revenues
Grant Revenues
Interest Income
Total Revenues:
Program Expenses:
Total Pension Expense
General Government
Interest on L/T Debt
Total Expenses
Prior Period Adjustment
Net Position
Increase / (Decrease)

	2017	2016	2017	2016	% Change
Program Revenues:					
Property Taxes	\$ 2,343,121	\$ 2,020,541	\$ 322,580	\$ 322,580	16.0%
Sales Taxes	1,935,989	-	\$ 1,935,989		
Other Revenues	248,696	353,811	(105,115)		-29.7%
Grant Revenues	140,964	16,664	124,300		745.9%
Interest Income	33,253	14,776	18,477		125.0%
Total Revenues:	\$ 4,702,023	\$ 2,405,792	\$ 2,296,231		95.4%
Program Expenses:					
Total Pension Expense	\$ 47,206	\$ 25,898	\$ 21,308		82.3%
General Government	\$ 2,675,224	\$ 2,138,756	\$ 536,468		25.1%
Interest on L/T Debt	41,241	41,282	(41)		-0.1%
Total Expenses	\$ 2,763,671	\$ 2,205,936	\$ 536,427		25.3%
Prior Period Adjustment	-	-			
Net Position	\$ 1,938,352	\$ 199,856	\$ 1,759,804		456.4%

Table 2
Summary of Changes in Net Position for 2017
Compared With 2016 Activity

THE DISTRICT'S FUNDS

Table 4

Change In Year End Fund Balance		2016		2017	
	% Change	\$ Change		\$ Change	% Change
Net Investment in Capital Assets	2.2%	\$ 33,099	\$ 1,493,397	\$ 1,526,496	1.1%
Restricted	1.1%	12,419	1,115,798	1,128,217	1.1%
Unrestricted	480.9%	1,892,834	393,638	2,286,472	480.9%
Total Governmental Balances	64.6%	\$ 1,938,352	\$ 3,002,833	\$ 4,941,185	64.6%

The 2.2% increase in Net Investment in Capital Assets balance is due to capital asset additions being paid with unrestricted funds rather than financed with debt. Restricted net assets increased \$12,419 due to increasing balances in reserved cash accounts.

The 480.9% increase in the Unrestricted fund balance can be attributed to increased revenues and decreased expenses.

Table 5 presents a summary of governmental fund revenues for the 2017 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5

Total Governmental Fund Revenues

Revenue Source	2017	% of Total	Increase or (Decrease) Over 2016	% Increase / (Decrease)
Property taxes	2,343,121	49.8%	322,580	16.0%
Sales taxes	1,935,989	41.2%	1,935,989	547.2%
Other Income	248,696	5.3%	(105,115)	-29.7%
Grant Income	140,964	3.0%	124,300	745.9%
Investment Income	33,253	0.7%	18,477	125.0%
Total	\$ 4,702,023	100.0%	\$ 2,296,231	95.4%

The 16% increase in Property Tax revenues is primarily due to increases in the property tax base, the tax rate did not change. Sales Tax revenues were received for the first time in fiscal year 2017. Other income decreased (29.7%) and Grant income increased 745.9%. The 125% increase in investment earnings is primarily due to higher balances in investments in interest-bearing accounts. Interest rates decreased slightly, and continue to stay low, and did not fluctuate significantly during the year.

Table 6 presents the General Fund budget and the difference between the original budget and the final budget for fiscal year 2016. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6
Original and Final Budget
Budgeted Amounts

	Original	Final	Variance
Revenues:			
Property Taxes	\$ 2,295,357	\$ 2,380,079	\$ 84,722
Grant Income	348,618	337,443	(11,175)
Interest Income	8,000	8,000	-
General Reserve Personnel	70,000	74,915	4,915
Other Income	163,000	200,465	37,465
Total Revenues	\$ 2,884,975	\$ 3,000,902	\$ 111,012
Expenditures:			
Current:			
General Government	\$ 2,456,515	\$ 2,557,281	\$ 100,766
Capital Outlay	43,200	43,200	-
Debt Service	385,260	411,411	26,151
Total Expenditures	\$ 2,884,975	\$ 3,011,892	\$ 126,917
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ -	\$ (10,990)	\$ (10,990)

There were no material differences between original and final budgeted amounts for 2017.

At year-end, the District had \$2,674,782 invested in equipment, trucks and building. This amount represents a \$138,043 net decrease over the last year, which is due to depreciation and asset additions. \$83,053 of communication equipment, fire-fighting equipment, and apparatus were purchased.

CAPITAL ASSETS AND DEBT ADMINISTRATION

The variance in **Property Tax** revenues is due to the District increasing its overall property value due to growth and new construction. Sales tax revenues were received for the first time in fiscal 2017. The variance in **General Government** expenditures is due to the increase in the WCESD # 3 service area.

Final Budget Versus Actual Results		Final Budget versus Actual Results	
Revenues:	Final Budget	Actual	Variance
Property Taxes	\$ 2,380,079	\$ 2,343,121	\$ (36,958)
Sales Taxes	-	1,935,989	\$ 1,935,989
Grant Income	337,443	140,964	(196,479)
Interest Income	8,000	33,253	25,253
General Reserve	74,915	-	(74,915)
Other Income	200,465	248,696	48,231
Total Revenues	\$ 3,000,902	\$ 4,702,023	\$ 1,701,121
Expenditures:	Final Budget	Actual	Variance
Current:			
General Government	\$ 2,557,281	\$ 2,675,224	\$ (117,943)
Capital Outlay	43,200	83,053	(39,853)
Debt Service	411,411	212,383	199,028
Total Expenditures	\$ 3,011,892	\$ 2,970,660	\$ 41,232
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (10,990)	\$ 1,731,363	\$ 1,742,353

The variance in **Property Tax** revenues is due to the District increasing its overall property value due to growth and new construction. Sales tax revenues were received for the first time in fiscal 2017. The variance in **General Government** expenditures is due to the increase in the WCESD # 3 service area.

Table 7
Final Budget Versus Actual Results
General Fund

Debt Administration

At fiscal year-end, the District had \$1,148,286 in notes & leases payable for the building, fire trucks and fire equipment. This amount represents a net decrease of \$171,141. The interest rates and maturity dates vary with each separate agreement. For a breakdown of the interest rates, the principal and interest payment schedules, and the maturity dates, see Note 4 of the basic financial statements.

ECONOMIC FACTORS

The District operates solely in Williamson County and has since its inception. Almost 50% of the District's revenue comes from property taxes. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well. The additional apparatus and equipment are vital to providing the best fire protection and EMT services to the citizens of the District.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Office of the Treasurer, 501 Exchange Blvd., Hutto, TX 78634.

Garry Guthrie, Treasurer
Williamson County Emergency Services District # 3

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

STATEMENT OF NET POSITION

SEPTEMBER 30, 2017

Assets:	
Current Assets:	
Cash and Cash Equivalents	\$ 3,300,990
Property Taxes Receivable	238,187
Total Current Assets	\$ 3,539,177
Non-Current Assets:	
Net Pension Assets	-
Capital Assets:	
Building, Equipment & Trucks, Net of Accumulated Depreciation	\$ 2,674,782
Total Non-Current Assets	\$ 2,674,782
Total Assets	\$ 6,213,959
Deferred Outflows of Resources-Pension	55,491
Liabilities:	
Current Liabilities:	
Accounts Payable	\$ 21,935
Unearned Revenue	37,427
Payroll Taxes, Insurance, Unearned Revenue & Retirement Payable	27,935
Current Portion of Long-Term Debt	176,445
Total Current Liabilities	\$ 263,742
Non-Current Liabilities:	
Net Pension Liability	63,348
Notes, Leases and Net Pension Liability Payable	\$ 971,841
Total Liabilities	\$ 1,298,931
Deferred Inflows of Resources - Pension	29,334
Net Position:	
Net Investment in Capital Assets	\$ 1,526,496
Restricted for Debt Service, Fire Station, Apparatus & Regular Reserve	1,128,217
Unrestricted	2,286,472
Total Net Position	\$ 4,941,185

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2017

Net Revenue and Change in Net Position Primary Government Governmental Activities	<u>Expenses</u>		Governmental Activities: General Government Interest on Long-Term Debt Total Governmental Activities
	<u>Program Revenues</u>	<u>\$ 2,722,430</u>	
	\$ 1,805,376	\$ 4,527,806	
	(41,241)	-	
	<u>\$ 1,764,135</u>	<u>\$ 4,527,806</u>	

General Revenues:	
Unrestricted Interest Earnings	\$ 33,253
Grant Revenues	140,964
Total General Revenues	<u>\$ 174,217</u>
Change in Net Position	\$ 1,938,352
Net Position - Beginning	3,002,833
Net Position - Ending	<u>\$ 4,941,185</u>

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

BALANCE SHEET - GOVERNMENTAL FUNDS

SEPTEMBER 30, 2017

	Reserved for Fire Station, Apparatus, & Debt Service	Governmental Funds	Total
Assets:			
Cash and Cash Equivalents	\$ 2,172,773	\$ 1,128,217	\$ 3,300,990
Property Taxes Receivable	238,187	-	238,187
Total Assets	\$ 2,410,960	\$ 1,128,217	\$ 3,539,177
Liabilities and Fund Balances			
Liabilities:			
Accounts Payable	\$ 21,935	\$ -	\$ 21,935
Unearned revenue	52,557	-	52,557
Payroll Taxes, Insurance & Retirement Payable	27,935	-	27,935
Total Liabilities	\$ 102,427	\$ -	\$ 102,427
Fund Balances			
Restricted for Debt Service,	\$ -	\$ 1,128,217	\$ 1,128,217
Fire Station, Apparatus, Reserve			
Unassigned	2,308,533	-	2,308,533
Total Fund Balances	\$ 2,308,533	\$ 1,128,217	\$ 3,436,750
Total Liabilities and Fund Balances	\$ 2,410,960	\$ 1,128,217	\$ 3,539,177

See accompanying notes to financial statements.
13

**RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET
POSITION OF GOVERNMENTAL ACTIVITIES
SEPTEMBER 30, 2017**

	Total fund balance – total governmental funds
	\$ 3,436,750
Amounts reported for governmental activities in the statement of net assets are different because:	
Deferred Outflows of Resources for Pensions are not recognized in Gov. Funds	\$ 55,491
Capital assets used in the governmental activities are not financial resources and therefore are not reported in the funds.	\$ 2,674,782
Deferred Inflows of Resources for Pensions are not recognized in Gov. Funds	\$ (29,334)
The current portion of leases payable for capital assets is not included in governmental activities due to capital assets not being included in governmental activities.	\$ (176,445)
Unearned property tax revenues	\$ 15,130
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	\$ (971,841)
Net Pension Liability is not recognized for governmental funds	\$ (63,348)
Net assets of governmental activities	<u>\$ 4,941,185</u>

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND
BALANCES - GOVERNMENTAL FUNDS

SEPTEMBER 30, 2017

	Fire Station, Apparatus Debt Service	General	Total Governmental Funds
Revenues:			
Property Taxes	\$ 307,855	\$ 2,034,688	\$ 2,342,543
Sales Taxes	-	1,935,989	1,935,989
City of Hutto	-	79,076	79,076
Williamson County	-	31,073	31,073
Revenue Rescue	-	10,570	10,570
Grant Revenues	-	140,964	140,964
Miscellaneous	-	127,977	127,977
Interest Earnings	-	33,253	33,253
Total Revenues	\$ 307,855	\$ 4,393,590	\$ 4,701,445
Expenditures:			
Current:			
General Government	\$ -	\$ 2,486,254	\$ 2,486,254
Capital Outlay	83,053	-	83,053
Debt Service:			
Principal	171,142	-	171,142
Interest	41,241	-	41,241
Total Expenditures	\$ 295,436	\$ 2,486,254	\$ 2,781,690
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ 12,419	\$ 1,907,336	\$ 1,919,755
Transfer to Reserved Funds	\$ -	\$ -	\$ -
Net Changes in Fund Balances	\$ 12,419	\$ 1,907,336	\$ 1,919,755
Fund Balances - Beginning	\$ 1,115,798	\$ 401,197	\$ 1,516,995
Fund Balances - Ending	\$ 1,128,217	\$ 2,308,533	\$ 3,436,750

See accompanying notes to the financial statements.
15

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

	Net change in fund balance - total governmental funds
	\$ 1,919,755
Amounts reported for governmental activities in the statement of net assets are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which depreciation (221,096) exceeded capital outlay (83,053) in the current period.	\$ (138,043)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds. Property taxes not collected Less: Prior year	\$ 15,130 (15,708) \$ (578)
Miscellaneous adjustments of differences between Govt. wide & Gov. FD Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets.	\$ 33,282 \$ 171,142
Total Pension Expense is not recognized in Governmental Funds Changes in net position of governmental activities	\$ (47,206) <u>\$ 1,938,352</u>

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Williamson County Emergency Services District No. 3 (the District) is a governmental unit of the state of Texas that was formed in November 1999. The entity is responsible for providing fire and emergency services in Williamson County, Texas. The District provides fire and emergency medical services to a certain geographic portion of Williamson County including Hutto, Texas, an incorporated city located in Williamson County. The District was created and operates under Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 37, Acts of the 70th Legislature, Regular Session, 1987, and adopted by the voters at an election held November 1999.

The District is governed by a Board of Commissioners that acts as the authoritative and legislative body of the entity. The Board of Commissioners elects officers for the following positions; President, Vice-President, Treasurer, Secretary and Vice-Treasurer. No board member receives compensation for serving on the Board.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the District's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all of the non-fiduciary activities of the primary government.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues primarily consist of Ad Valorem taxes received from the County's appraisal district.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 31 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

C. Cash and Cash Equivalents

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2016-2017, cash and cash equivalents accounts were limited to Union State Bank General, SAFER Payroll, and Payroll Funds and Union State Bank Regular reserve, Apparatus reserve, Fire Station reserve and Debt Service reserve. The District at times has an amount in its depository account that exceeds the maximum amount secured by the Federal Deposit Insurance Corporation. Union State Bank collateralizes deposits by pledging securities in the District's name.

D. Restricted Assets

Restricted assets are cash and cash equivalents whose use is limited by legal requirements. Restricted cash with fiscal agent represents amounts required by debt covenant to be segregated for final year debt payment and accrued interest on the bonds. The District's Board of Directors voted to establish reserve and restricted accounts in 2010-2011 for debt service, fire station, apparatus, and regular reserve.

E. Intfund Transactions

During the course of normal operations, the District has numerous transactions between funds. Intfund transactions are generally classified as follows:

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Operating transfers are reported as "Other Financing Sources and Uses" in the governmental funds, as "Transfers In" by the recipient fund, and "Transfers Out" by the disbursing fund.

On the governmental funds balance sheet, receivables and payables resulting from short-term interfund loans are classified as "interfund loan receivables/payables." These amounts are eliminated on the statement of net assets.

F. Capital Assets

General capital assets generally result from expenditures in the governmental funds. These assets are reported on the government-wide statement of net assets and in the General Fund. All capital assets are recorded at cost and updated for additions and retirements during the year. The District does possess building infrastructure. Other capital assets consist of fire-fighting & EMT equipment and fire trucks. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not.

G. Reservations of Fund Balance

The District records reservations for portions of fund equity which are legally segregated for specific future use or which do not represent available expendable resources and therefore, are not available for appropriations or expenditures in the governmental fund balance sheet. Unreserved fund balance indicates that portion of fund equity, which is available for appropriations, in future periods. Fund equity reserves have been established for the fire station, apparatus, and regular reserve and for future debt service in the debt service fund. If restricted and unrestricted assets are available for the same purpose, then restricted assets will be used before unrestricted assets.

H. Net Assets

Net assets present the difference between assets and liabilities in the statement of net assets. Net assets invested in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net assets are reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

I. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

J. Accrued Liabilities

The District reports accrued liabilities on the statement of net position. The District reports accounts payable of \$21,935 and \$37,427 in unearned revenue during 2016-17.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the County) under the provisions of a tax collection agreement signed November, 1999. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement. The County provides the District with written reports necessary to keep the District advised of all financial information affecting the District. The District pays the County for its tax collection activity in four equal quarterly payments, which totaled \$15,657 USD for 2016-2017. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 3 for 2017 is \$.10 per \$100 valuation of property. The M&O rate for WCESD # 3 was 0.089763 and the I&S rate was 0.010237, the total adjusted original tax roll was \$2,343,121 on \$2,339,451,926 valuation. Property taxes receivable at 9/30/17 total \$15,130, with \$4,808 being current and \$7,008 being delinquent, and \$3,314 in rollbacks.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2017**

- United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States.
- Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities

A. Deposits

At year-end the carrying amount of the District's deposits was \$3,300,990 and the bank balance was \$3,325,828. Federal depository insurance coverage totals \$250,000. The deposits were classified as category 1, collateralized, as defined by GASB Statement 3 "Deposits with Financial Institutions, Investments and Reverse Repurchase Agreements. Securities pledged as collateral for Williamson County Emergency Services District No. 3 at September 30, 2017 totaled \$3,487,265 for excess collateralization in the amount of \$411,437.

NOTE 4 - GENERAL FIXED ASSETS

A summary of changes in general fixed assets for the year ended September 30, 2017:

	CWICS					
	Fire Station 1	Trunking System	Apparatus & Trucks	Radio Equipment	Computers & Furniture	Totals
10/1/2016	2,033,086	159,504	1,557,136	411,374	84,136	4,245,236
Additions	-	-	35,899	43,983	3,171	83,053
Deletions	-	-	-	-	-	-
9/30/2017	2,033,086	159,504	1,593,035	455,357	87,307	4,328,289
Land						\$ 192,853
Less:						
Acc. Depr.	\$ 581,450	\$ -	\$ 1,002,467	\$ 213,402	\$ 49,041	\$ 1,846,360
Total, Net	\$ 1,451,636	\$ 159,504	\$ 590,568	\$ 241,955	\$ 38,266	\$ 2,674,782

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 5 - GENERAL LONG-TERM DEBT

The District has acquired buildings, vehicles and fire equipment under master governmental lease-purchase agreements dated as follows:

	\$	913,593		Note payable to Union State Bank, dated January, 2013, in the amount of \$1,418,993, annual payments of \$130,872, due March 1st, including interest at 3.13%, secured by building.
	\$	72,067		\$185,888, monthly payments of \$3,098, matures June 12, 2018 secured Note payable to Union State Bank dated December 29, 2015 in the amount of \$200,000, annual payments of \$43,983, due 12/29, matures 12/29/2020, including interest of 3.25%, secured by radios.
	\$	162,625		
		<u>\$ 1,148,285</u>		Total

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO THE FINANCIAL STATEMENTS

SEPTEMBER 30, 2017

NOTE 5 – GENERAL LONG-TERM DEBT (Continued)

The debt service requirements on the above lease-purchase agreements are as follows:

Due Year Ending		September 30		Total	
2018	102,277	28,595	130,872	102,277	130,872
2019	105,478	25,394	130,872	105,478	130,872
2020	108,719	22,153	130,872	108,719	130,872
2021	112,182	18,690	130,872	112,182	130,872
2022	115,694	15,179	130,873	115,694	130,873
Thereafter	369,243	23,373	392,616	369,243	392,616
Total	\$ 913,593	\$ 133,384	\$ 1,046,977	\$ 913,593	\$ 1,046,977
Due Year Ending		September 30		Total	
2018	35,545	1,982	37,176	35,545	37,176
2019	36,522	1,004	37,526	36,522	37,526
Total	\$ 72,067	\$ 2,986	\$ 75,053	\$ 72,067	\$ 75,053
Due Year Ending		September 30		Total	
2018	38,624	5,359	43,983	38,624	43,983
2019	39,897	4,086	43,983	39,897	43,983
2020	41,212	2,771	43,983	41,212	43,983
2021	42,892	1,417	44,309	42,892	44,309
Total	\$ 162,625	\$ 13,633	\$ 176,258	\$ 162,625	\$ 176,258

NOTE 6 – CONTINGENCIES & SUBSEQUENT EVENTS

As of September 30, 2017, the District did not have any material pending litigation or potential non-disclosed liabilities.

Pensions

For purposes of measuring the net pension liability, pension related deferred outflows and inflows of resources, and pension expense, District specific information about its Fiduciary Net Position in the Texas County and District Retirement System (TCDRS) and additions to/deductions from the District's Fiduciary Net Position have been determined on the same basis as they are reported by TCDRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Information regarding the District's Total Pension Liability is obtained from TCDRS through a report prepared for the District by TCDRS consulting actuary, Milliman, in compliance with Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has the following items that qualify for reporting in this category.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

- Pension contributions after measurement date – these contributions are deferred and recognized in the following fiscal year.
- Difference in projected and actual earnings on pension assets – This difference is deferred and amortized over a closed five year period.
- Difference in expected and actual pension experience – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has only one type of item, which arises only under a modified accrual basis of accounting that

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO THE FINANCIAL STATEMENTS

SEPTEMBER 30, 2017

qualifies for reporting in this category. Accordingly, this item is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: property taxes and municipal court fines. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Pension Plan

The Williamson County ESD # 3 participates as one of the plans in the nontraditional, joint Retirement System (TCDRS). The funding policy governs how the Texas County & District Retirement System (TCDRS) determines the employer contributions required to ensure that benefits provided to TCDRS members are funded in a reasonable and equitable manner. The goals of TCDRS' funding policy are to fully fund benefits over the course of employees' careers to ensure intergenerational equity, and to balance rate and benefit stability with the need for the plan funding to be reflective of current plan conditions. This policy documents the current funding policies in effect for the Dec. 31, 2016 actuarial valuation as established by state law, administrative rule and action by the TCDRS Board of Trustees (the board). The policy serves as a comprehensive funding overview and complies with the GASB reporting requirements for an agent multiple-employer plan. TCDRS funding overview TCDRS is a model for responsible, disciplined funding. TCDRS does not receive any state funding. As an agent, multiple-employer plan, each participating employer in the system funds its plan independently. A combination of three elements funds each employer's plan: employee deposits, employer contributions and investment income. • The deposit rate for employees is 4%, 5%, 6% or 7% of compensation, as adopted by the employer's governing body. • Participating employers are required to contribute at actuarially determined rates to ensure adequate funding for each employer's plan. Employer contribution rates are determined annually and approved by the TCDRS Board of Trustees. • Investment income funds a large part of the benefits employees earn. Pursuant to state law, employers participating in the system must pay 100% of their actuarially determined required contributions on an annual basis. Each employer has the opportunity to make additional contributions in excess of its annual required contribution rate either by adopting an elected rate that is higher than the required rate or by making additional contributions on an ad hoc basis. Employers may make additional contributions to pay down their liabilities faster, pre-fund benefit enhancements and/or buffer against future adverse experience. GASB 68 Disclosure for Measurement Date December 31, 2016. Williamson County Emergency Services District #3 Texas County & District Retirement System. This work product was prepared solely for the TCDRS for the purposes described herein and may not be appropriate to use for other purposes. Williamson does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

qualified professional when reviewing the Milliman work product. In addition, employers annually review their plans and may adjust benefits and costs based on their local needs and budgets. Although accrued benefits may not be reduced, employers may reduce future benefit accruals and immediately reduce costs. Methodology for determining employer contribution rates The board hires independent outside consulting actuaries to conduct an annual valuation to measure the funding status and to determine the required employer contribution rate for each employer plan. In order to calculate the employer contribution rate, the actuary does the following: • Studies each employer's adopted plan of benefits and the profile of its plan participants, and uses assumptions established by the board to estimate future benefit payments. • Discounts the estimate of future benefit payments to the present based on the long-term rate of investment return to determine the present value of future benefits. • Compares the present value of future benefits with the plan's assets to determine the difference that needs to be funded based on the funding policy. The valuation of each employer plan is based on the system funding policy and the assets, benefits and participating employer plan. The four key components in the determination of employer contribution rates are: the actuarial cost method, amortization policy, the asset valuation method and the actuarial assumptions. Actuarial cost method TCDRS has adopted the replacement life entry age cost method, a conservative cost method and an industry standard. The goal of this cost method is to fund benefits in an orderly manner for each participant over his or her career so that sufficient funds are accumulated by the time benefit payments begin. Under this approach, benefits are funded in advance as a level percentage of pay. This portion of the contribution rate is called the normal cost rate and generally remains stable from year to year. Amortization policy The portion of the contribution rate that funds any remaining unfunded amounts for benefits that are not covered by the normal cost is called the unfunded actuarial accrued liability (UAAL) rate. UAAL amounts occur when benefit enhancements are adopted that have not been funded in advance, or when actuarial investment or demographic experience varies from the actuarial assumptions (actuarial gains and losses). UAAL amounts are amortized on a level-percentage-of-covered-payroll basis over a closed period with a layered approach. The closed periods ensure all unfunded liabilities are financed over no more than 20 years from the time they occur. Each year new layers are established to amortize changes in the UAAL due to actuarial gains or losses, as well as any plan benefit changes elected by an employer for that year. Benefit enhancements are amortized over a 15-year closed period. All other changes in the UAAL are amortized over 20-year closed periods. These amortization periods are generally more conservative than those of most other public retirement plans and are stricter than the minimum amortization period required under state law. GASB 68 Disclosure for Measurement Date December 31, 2014. Williamson County Emergency Services District #3 Texas County & District Retirement System. This work product was prepared solely for the TCDRS for the purposes described herein and may not be appropriate

to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing the Milliman work product. For newly participating districts that have five or fewer employees who are all within five years of retirement eligibility, any initial UAL and any subsequent adoption of prior service credits are amortized over a five-year closed amortization period. This ensures that benefits are appropriately funded over the current generation of employees. Notwithstanding the layered approach, the total UAL payment may not be less than the required payment obtained by amortizing the entire UAL over a 20-year period. If a plan is overfunded, the overfunded actuarial accrued liability (OVAL) is calculated annually using a 30-year open amortization period. Asset valuation method When determining the actuarial value of assets used for measuring a plan's funded status, TCDRS smooths each year's actuarial investment gains and losses and recognizes them over a five-year period to better reflect the system's long-term investment horizons and to keep employer contribution rates more stable. As actuarial asset investment gains and losses are recognized, they become part of the actuarial gains and losses for the year and are funded according to the amortization policy. The five-year period helps stabilize employer rates while still ensuring that rates are reflective of current market conditions. In addition, the board has the ability to set aside reserves from investment earnings that are used to help offset future negative economic cycles. These reserves are held separately and are not counted as part of a participating employer's plan assets until they are passed through to employers when determined necessary by the board. Reserves help maintain rate stability for employers. In addition, reserves ensure that employers do not adopt benefit increases based on a temporarily lower plan cost at a high point in a market cycle and, conversely, are not as pressured to immediately reduce benefit levels during a low point in a market cycle. Actuarial assumptions Demographic and economic assumptions are used to estimate employer liabilities and to determine the amount of funding required from employer contributions as opposed to investment earnings. These assumptions reflect a long-term perspective of 30 years or more. Examples of key economic assumptions include long-term investment return, long-term inflation and annual payroll increase. Demographic assumptions are the actuary's best estimate of what will happen to TCDRS members and retirees. Examples of demographic assumptions are employment termination rates, retirement rates and retiree mortality rates. A complete listing of all actuarial assumptions can be found in the annual system-wide valuation report. Oversight The board has established review policies to ensure that actuarial assumptions are appropriate and that the methodology for determining employer contribution rates is being correctly applied. Review of actuarial assumptions TCDRS' actuarial assumptions are periodically reviewed and revised as deemed necessary to reflect best estimates of future experience. Every four years, the TCDRS consulting actuary conducts an investigation of experience.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO THE FINANCIAL STATEMENTS

SEPTEMBER 30, 2017

TCDRS assumptions are compared to plan experience and future expectations, and changes to GASB 68 Disclosure for Measurement Date December 31, 2016. Williamson County Emergency Services District #3 Texas County & District Retirement System This work product was prepared solely for the TCDRS for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing the Milliman work product. The assumptions are recommended as needed. The board adopts actuarial assumptions to be used in the valuation based on the results of this study. An actuarial audit of every investigation of experience is required and must be performed by an independent auditing actuary to review the consulting actuary's analysis, conclusions and recommendations for accuracy, appropriateness and reasonableness. These audits alternate between a peer review and a full replication audit of the investigation of experience. In a peer review audit of the investigation, the reviewing actuary uses the raw results of the investigation for demographic assumptions as calculated by the consulting actuary to test the conclusions and recommendations. In addition, the reviewing actuary independently analyzes economic assumptions to test the results and recommendations of the consulting actuary. The reviewing actuary also examines the consulting actuary's methods and assumptions for reasonableness and internal consistency. In a full replication audit of the steps of a peer review, the auditing actuary fully replicates the calculation of the investigation's raw results. Review of employer contribution rates in order to test accuracy and ensure that the actuarial methods and assumptions are being correctly applied, an audit of the valuation is required every four years. These audits are conducted by an independent reviewing actuary and alternate between a peer review and a full replication audit of the valuation. In the peer review audit of the valuation, the actuary uses a sample of participant data and TCDRS plans to test the results of the valuation. The reviewing actuary also examines the consulting actuary's methods and assumptions for reasonableness and internal consistency. In a full replication audit of the valuation, the auditing actuary performs all the steps of a peer review audit but instead of analyzing sample data and plans, the auditing actuary fully replicates the original actuarial valuation. Review and modification of funding policy The board will review this policy on a regular basis and may modify this policy at its discretion. Modifications to the policy may be submitted for consideration to the board by staff and/or outside consulting actuaries as circumstances warrant.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO THE FINANCIAL STATEMENTS

SEPTEMBER 30, 2017

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2015 information for a 7-10 year time horizon. Note that the valuation assumption for long-term expected return is re-assessed at a minimum of every four years, and is set based on a 30-year time horizon; the most recent analysis was performed in 2013. See William's TCDRS Investigation of Experience report for the period January 1, 2009 - December 31, 2013 for more details. (1) Target asset allocation adopted at the April 2015 TCDRS Board meeting. (2) Geometric real rates of return in addition to assumed inflation of 1.7%, per Cliffwater's 2015 capital market assumptions. (3) Includes vintage years 2006-present of Quarter Pooled Horizon IRRS. (4) Includes vintage years 2007-present of Quarter Pooled Horizon IRRS. Geometric Real Rate of Return Target (Expected minus Asset Benchmark Allocation(1) Inflation)(2) US Equities Dow Jones U.S. Total Stock Market Index 16.50% 5.35% Private Equity Cambridge Associates Global Private Equity & Venture Capital Index(3) 12.00% 8.35% Global Equities MSCI World (net) Index 1.50% 5.65% International Equities - Developed 50% MSCI World Ex USA (net) + 50% MSCI World ex USA 100% Hedged to USD (net) Index 11.00% 5.35% International Equities - Emerging 50% MSCI EM Standard (net) Index + 50% MSCI EM 100% Hedged to USD (net) Index 9.00% 6.35% Investment-Grade Bonds Barclays Capital Aggregate Bond Index 3.00% 0.55% High-Yield Bonds Citigroup High-Yield Cash-Pay Capped Index 3.00% 3.75% Opportunistic Credit Citigroup High-Yield Cash-Pay Capped Index 5.00% 5.54% Direct Lending Citigroup High-Yield Cash-Pay Capped Index 2.00% 5.80% Distressed Debt Citigroup High-Yield Cash-Pay Capped Index 3.00% 6.75% REIT Equities 67% FTSE NAREIT Equity REITS Index + 33% FRSE EPR/NAEIT Global Real Estate Index 2.00% 4.00% Commodities Bloomberg Commodities Index 2.00% -0.20% Master Limited Partnerships (MLPs) Alerian MLP Index 2.00% 5.30% Private Real Estate Partnerships Cambridge Associates Real Estate Index(4) 3.00% 7.20% Hedge Funds Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index 25.00% 5.15%

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

Williamson County ESD # 3
Schedule of Changes in Net Pension Liability and Related Ratios Current Period
September 30, 2017

A.	Total pension liability	1. Service Cost	85,432	2. Interest (on the Total Pension Liability)	36,009	3. Effect of Plan Changes
		4. Effect of assumption changes or inputs	-	5. Effect of economic/demographic (gains) or losses	89,353	6. Benefit payments, including refunds of employee contributions
		7. Net change in total pension liability	225,974	8. Total pension liability - beginning	395,233	9. Total pension liability - ending
		1. Contributions - employer	58,947	2. Contributions - member	56,247	3. Net investment income
		4. Benefit payments, including refunds of employee contributions	(1)	5. Administrative Expense	(331)	6. Other
		7. Net change in plan fiduciary net position	154,322	8. Plan fiduciary net position - beginning	403,537	9. Plan fiduciary net position - ending
		C. Net pension liability [A.9-B.9]	63,348			
		D. Plan fiduciary net position as a percentage of the total pension liability [B.9 / A.9]	89.80%			
		E. Covered-employee payroll	\$ 1,120,079			
		F. Net pension liability as a percentage of covered employee payroll [C / E]	5.66%			

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

WILLIAMSON COUNTY ESD # 3
SCHEDULE OF PENSION EXPENSE
SEPTEMBER 30, 2017

1.	Total Service Cost	\$ 85,432
2.	Interest on the Total Pension Liability	36,009
3.	Current Period Benefit Changes	15,180
4.	Employee Contributions (Reduction of Expense)	(56,247)
5.	Projected Earnings on Plan Investments (Reduction of Expense)	(37,607)
6.	Administrative Expense	331
7.	Other Changes in Fiduciary Net Position	(9,045)
8.	Recognition of Investment gains or losses	9,461
9.	Recognition of economic/demographic gains or losses	3,573
10.	Recognition of assumption changes or inputs	119
12.	Total Pension Expense	<u>\$ 47,206</u>

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2017**

**WILLIAMSON COUNTY ESD # 3
SCHEDULE OF DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES
SEPTEMBER 30, 2017**

Recognition Period (or amortization yrs)	Recognized in current pension expense	Deferred Inflow in future expense	Deferred Outflow in future expense
16.0000	\$ 3,574	\$ 29,334	\$ 87,438
Difference in expected and actual experience			
[actuarial (gains) or losses]			
Difference in assumption changes	\$ 118	\$ -	\$ 1,537
[actuarial (gains) or losses]			
Due to Assets:			
16.0000	\$ 3,692	\$ 29,334	\$ 88,975
Difference in projected and actual earnings on pension plan investments			
[actuarial (gains) or losses]			
Total:	\$ 9,461	\$ 29,334	\$ 60,393

Deferred Outflows and Deferred Inflows of Resources, by year, to be recognized in future pension expense as follows:

Net deferred outflows (inflows) of resources	
2017	\$ 13,152
2018	13,152
2019	11,913
2020	5,129
2021	3,691
Thereafter	41,187
Total	\$ 88,224

Required Supplementary Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the District chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

1. Estimated Resources

As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the District. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

2. Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

3. Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements. See page 14 for a reconciliation between governmental funds and GAAP basis net equity fund balance.

**Williamson County ESD # 3
Schedule of Changes in Net Pension Liability and Related Ratios
Last ten years (will ultimately be displayed)**

	2014	2015	2016
Total pension liability	\$ 64,198	\$ 79,227	\$ 85,432
1. Service Cost	22,633	29,642	36,009
2. Interest (on the Total Pension Liability)	-	(15,298)	15,180
3. Effect of plan changes	-	1,774	-
4. Effect of assumption changes or inputs	4,404	(33,847)	89,353
5. Effect of economic/demographic (gains) or losses	(10,689)	1	-
6. Benefit payments, including refunds of employee contributions	\$ 80,545	\$ 61,499	\$ 225,974
7. Net change in total pension liability	253,189	333,734	395,233
8. Total pension liability - beginning	\$ 333,734	\$ 395,233	\$ 621,207
9. Total pension liability - ending	\$ 64,198	\$ 79,227	\$ 85,432
Plan fiduciary net position			
1. Contributions - employer	\$ 45,835	\$ 49,109	\$ 58,947
2. Contributions - members	40,924	44,645	56,247
3. Net investment income	15,133	(4,464)	30,415
4. Benefit payments, including refunds of contributions	(10,689)	1	(1)
5. Administrative Expense	(210)	(263)	(331)
6. Other	(15)	(32)	9,045
7. Net change in plan fiduciary net position	\$ 90,978	\$ 88,996	\$ 154,322
8. Plan fiduciary net position - beginning	223,563	314,541	403,537
9. Plan fiduciary net position - ending	\$ 314,541	\$ 403,537	\$ 557,859
Net pension liability [A.9-B.9]	\$ 19,193	\$ (8,304)	\$ 63,348
Plan fiduciary net position as a percentage of the total pension liability [B.9 / A.9]	94.25%	102.10%	89.80%
Covered-employee payroll	\$ 818,490	\$ 892,897	\$ 1,120,079
Net pension liability as a percentage of covered employee payroll [C / E]	2.34%	-0.93%	2.34%

**Williamson County ESD # 3
Schedule of Contributions
Last 10 Fiscal Years (will ultimately be displayed)**

	2010	2011	2012	2013	2014	2015	2016	2017
Actually Determined Contribution	6,029	23,716	24,389	37,229	45,835	49,109	58,692	58,947
Contributions in relation to the actuarially determined contribution		23,716	24,389	37,229	45,835	49,109	58,947	58,947
Contribution deficiency (excess)		-	-	-	-	-	-	-
Covered employee payroll	153,809	605,008	614,331	663,609	818,490	892,897	1,120,079	1,120,079
Contributions as a percentage of covered employee payroll	3.90%	3.90%	4.00%	5.60%	5.60%	5.50%	5.30%	5.30%
Notes to Schedule of Contributions								12/31/2016
Valuation Date determined								Notes
Valuation Date:								
Notes								
Actuarially determined contribution rates are calculated as of December 31 and become effective in January.								
Notes								
Methods and Assumptions Used to Determine Contribution Rates:								
Actuarial Cost Method								Entry Age
Amortization Method								Level percentage of payroll, closed
Remaining Amortization Period								15.9 years
Asset Valuation Method								5 Year Smoothed Market
Inflation								3.0%
Salary Increases								Varies by age and service. 4.9% average over career including inflation
Investment Rate of Return								8%, net of investment expenses, including inflation
Retirement Age								Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality								In the 2015 actuarial valuation, assumed life expectancies were adjusted as a result of adopting a new projection scale (110% of the MP-2014 Ultimate Scale) for 2014 and later. Previously Scale AA had been used. The base table is the RP-2000 table projected with Scale AA to 2014.
Other Information:								
Changes in Plan Provisions								No changes in plan provisions are reflected in the Schedule of Employer Contributions.
Reflected in the schedule								

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors
Williamson County ESD # 3

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 3 as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise Williamson County ESD # 3's basic financial statements, and have issued our report thereon dated December 6, 2017.

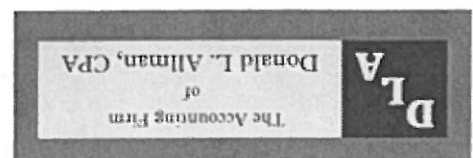
Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 3's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 3's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 3's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Donald L. Allman, CPA, PC
205 E. University Ave., Ste. 165
Georgetown, Texas 78626
Phone: 512-422-3700
Fax: 512-240-5460
Email: dallman@donallmancpa.com



Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD #3's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA, PC



Georgetown, TX
December 6, 2017

Commissioners Court - Regular Session

21.

Meeting Date: 06/12/2018

cclawbond

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Approve and enter into the official minutes of Commissioners Court the bond for Brandy Hallford, County Court at Law Judge #1.

Background

Fiscal Impact

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

Attachments

order

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 06/06/2018

Reviewed By

Wendy Coco

Date

06/06/2018 10:42 AM

Started On: 06/06/2018 08:24 AM

Bond No. 90 EJ B1227



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

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Brandy Hallford of _____
Principal

405 Martin Luther King Georgetown Tx 78626
Street Address City State zip

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as surety, are held and firmly bound unto Williamson County Judge

in the penal sum of \$1,000 - one thousand Dollars

(\$1,000), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this 4 day of June, 2018

THE CONDITION OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of County Court at Law Judge

COURT ONE for a term of One Year
beginning on June 4 2018 and

ending on December 31, 2018.

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

Brandy Hallford
Principal

STATE FARM FIRE AND CASUALTY COMPANY

By: Todd Lagrove
Attorney-in-fact



The within bond and the Surety thereon are hereby approved this 4th day of June, 2018

OATH OF OFFICE

STATE OF Texas

SS

COUNTY OF Williamson

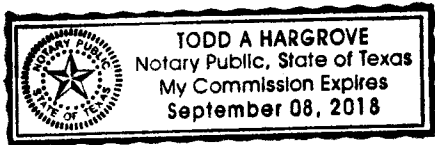
Brandy Hallford being
Principal (print name)

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

and that he/she will faithfully, honestly and impartially perform and discharge the

duties of the office/position to which he/she has been appointed while he/she shall hold said office.

Brandy Hallford
Signature of Principal
Sworn to by said Brandy Hallford
Principal (print name)



before me, and subscribed in my presence this

4 day of June A.D. 2018
Todd A Hargrove
Notary Public

September 08, 2018
Commission Date

Notary Seal



POWER OF ATTORNEY
STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Todd Hargrove of Georgetown Tx its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:
\$ 2,500 - License, Permit or Indemnity - Financial Guarantee
\$25,000 - License & Permit - Code Compliance
\$25,000 - Public Official
\$100,000 - Administrator, Executor, or Trustee of a decedent's estate
\$50,000 - Guardian, Conservator, or Committee
\$25,000 - Receiver
\$ 2,500 - Judicial

THIS POWER OF ATTORNEY IS NOT VALID FOR THE EXECUTION OF ANY CONTRACT (CONSTRUCTION OR SUPPLY) BOND - BID, PERFORMANCE OR PAYMENT.

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

WHEREAS, the Board desires to delegate the authority to appoint persons as Attorneys-in-Fact for certain bonds, undertakings, or other writings obligatory in the nature of a bond.

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

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Officer, and its Corporate Seal to be affixed this 5th day of September, 2017.

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



STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton
John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

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

OFFICIAL SEAL
Pamela Chancellor
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires August 30, 2021

Pamela Chancellor
Notary Public
My commission expires August 30, 2021

CERTIFICATE

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

Signed and sealed at Bloomington, Illinois. Dated this 4 day of June, 2018



Susan K. Johnson
Susan K. Johnson - Assistant Secretary Treasurer

If you have a question concerning the validity of this Power of Attorney, call 309-766-2090.

Commissioners Court - Regular Session

22.

Meeting Date: 06/12/2018

Renewal TWC Contract

Submitted By: Theresa Lock, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the Renewal of the Texas Workforce Commission Contract for Constable Pct. 3, and authorize County Judge to sign all related documentation.

Background

Fiscal Impact

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

Attachments

TWC Renewal 2019

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Theresa Lock

Final Approval Date: 06/06/2018

Reviewed By

Hal Hawes

Wendy Coco

Date

06/06/2018 11:08 AM

06/06/2018 04:06 PM

Started On: 06/06/2018 10:52 AM

TWC Data Exchange Request and Safeguard Plan

CONTRACT BASICS		Please fill in the information regarding the request. Check all that apply.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Williamson County Constable Precinct 3
2.	Entity Tax ID#	74-6000978-4
3.	Street Address – Line 1	301 S.E. Inner Loop #102
4.	Street Address – Line 2	
5.	City, State, Zip	Georgetown, Texas 78626
6.	Is this a new request or renewal of an existing contract?	<input type="checkbox"/> New request <input checked="" type="checkbox"/> Renewal of existing agreement <input type="checkbox"/> There are other contracts with the party not affected by this agreement, which are as follows:
7.	Type of entity and authority to contract	<input checked="" type="checkbox"/> Texas Local Government Code, Interlocal Cooperation Act (e.g., cities, counties) <input type="checkbox"/> Texas Government Code, Interagency Cooperation Act (e.g., state agency) <input type="checkbox"/> Federal Agency Authority <input type="checkbox"/> If state agency, please specify authority
8.	Purpose for requesting information	<i>Check all that apply:</i> <input checked="" type="checkbox"/> to assist in criminal investigations <input checked="" type="checkbox"/> to assist in locating defendants, witnesses and fugitives in criminal cases <input checked="" type="checkbox"/> to assist in locating persons with outstanding warrants <input checked="" type="checkbox"/> to assist in locating probation absconders <input type="checkbox"/> to assist in determining eligibility for public assistance/services <input checked="" type="checkbox"/> Other: please specify: Locating Assets involved in civil court matters. (language will be inserted into contract)
DATA REQUEST DETAILS		
9.	Information requested	<i>Check all that apply:</i> <input checked="" type="checkbox"/> wages reported by employers as earned per SSN per quarter (wage records) [proof of income] <input checked="" type="checkbox"/> addresses of employers who reported wages by SSN <input type="checkbox"/> addresses of recipients of unemployment insurance benefits by SSN <input type="checkbox"/> unemployment insurance benefits paid by SSN [proof of income] <input checked="" type="checkbox"/> employer reports of wages paid per quarter (list of workers by employer) by employer Tax account [co-worker list]
10.	Method of receiving data	<input checked="" type="checkbox"/> Online access: Contractor access for lookup by SSN through password-protected log-in account. Number of individuals needing access accounts: <input checked="" type="checkbox"/> 1-10 (The subscription rate is \$1,500 per year.) <input type="checkbox"/> 11-25 (The subscription rate is \$2,000 per year.) <input type="checkbox"/> 26-50 (The subscription rate is \$3,500 per year.)* <input type="checkbox"/> Specify other quantity

		<p>Volume/quantity of ONLINE users of Personal Identifiable Information (PII) information per year. Estimated number of individual records requested?</p> <p><input type="checkbox"/> under 10,000 annually <input type="checkbox"/> 10,000-500,000 annually <input type="checkbox"/> over 500,000 annually</p> <p><u>* Please send separate detailed justification on organizational letterhead if more than 25 accounts are requested.</u></p> <hr/> <p>Offline records: Computer match done by TWC staff. Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of requests:</p> <p><input type="checkbox"/> Nightly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input checked="" type="checkbox"/> Other – specify: Not Used</p> <p><input type="checkbox"/> Ad hoc request for non-scheduled requests. Attach specifications including data field names. <input type="checkbox"/> One-time request for large quantity of records. Attach specifications including data field names. <input type="checkbox"/> One-time request for one or few quantity of records. Submit request to open.records@twc.state.tx.us or fax request to 512-463-2990.</p> <p>Volume/quantity of OFFLINE records requested</p> <p>Per submission: Estimated number of individual's in which sensitive personally identifiable information requested at any one time:</p> <p><input type="checkbox"/> 1- 1,499 in any one file transfer. <input type="checkbox"/> 1500 to 9,999 in any one file transfer. <input type="checkbox"/> 10,000-or more in any one file transfer. If over 10,000 file additional tracking information will be required. <input type="checkbox"/> 10,001 – 499,999 in any one file transfer. <input type="checkbox"/> 500,000 or more in any one file transfer.</p> <p>De-identification: If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.</p>
11.	Volume/quantity of OFFLINE records requested	Match of SSNS to wage records – work Volume Per submission: <input type="checkbox"/> under 150 SSNs/Tax IDs <input type="checkbox"/> 151 to 1500 SSNs/Tax IDs <input type="checkbox"/> Over 1500 SSNs/Tax IDs per submission
12.	Requested length of contract	<input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> 4 years <input type="checkbox"/> 5 years
13.	Requested start date	<input type="checkbox"/> For federal entities only: to correspond with start of fiscal year starting:
SAFEGUARD REQUIREMENTS		
14.	Please complete this safeguard section, items 15 through 21.	<input checked="" type="checkbox"/> We will only view screen information <input type="checkbox"/> We will use paper copies of screen prints <input type="checkbox"/> We will transfer information into paper records format

		<input type="checkbox"/> We will use electronic copies of screen prints (PDF) <input type="checkbox"/> We will transfer data into an electronic record
15.	Express written permission and contract language is required for non-employees to access. Will non-employees be provided access to the data?	<input checked="" type="checkbox"/> Only direct employees will be provided access. <input type="checkbox"/> Persons who are not employees may/will be provided access. Please specify those that apply: <input type="checkbox"/> Data Center Operators <input type="checkbox"/> Other Governmental Contractors: Please specify:
16.	What access control methods will you use for access to the TWC information?	<input type="checkbox"/> Texas State Requirements under TAC 202 comparable standards <input checked="" type="checkbox"/> National Institute of Secure Technology (NIST) comparable standards <input type="checkbox"/> IRS Publication 1075 comparable standards
17.	How will you protect data at rest? (Both FIPS 140-2 and 256-BIT AES encryption are minimum requirements.	<input checked="" type="checkbox"/> Encrypt with FIPS 140-2 or higher and <input type="checkbox"/> Encrypt at 256-BIT AES encryption or higher <input checked="" type="checkbox"/> Other: Please specify: Information not shared
18.	When will data destruction occur?	<input type="checkbox"/> Consistent with Texas State Libraries and Archives Commission (state records retention laws) <input checked="" type="checkbox"/> Consistent with other standards: Please specify: If printed, destroyed upon completion of case file.
19.	Will the data you are requesting be disclosed to any other entity?	Specify: No
20.	Describe how your organization assesses your security posture.	<input checked="" type="checkbox"/> Vulnerability testing <input checked="" type="checkbox"/> Penetration testing <input checked="" type="checkbox"/> Audits; specify frequency: Annually <input type="checkbox"/> Other, If Other specify:
21.	Are background checks performed on employees who will access information?	<input type="checkbox"/> No, background checks are not performed <input checked="" type="checkbox"/> Yes, background checks are performed. If yes, state when background checks are performed: <input checked="" type="checkbox"/> Pre-employment <input type="checkbox"/> Periodic checks during employment
22.	How will you have an auditable trail?	<input checked="" type="checkbox"/> I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. <input type="checkbox"/> Other, If Other specify:
CONTACTS		
23.	Point of Contact Name (for daily matters)	Nancy Moneyhon
24.	Point of Contact Title	Office Specialist Sr.
25.	Point of Contact Phone	512-943-1434
26.	Point of Contact E-mail	nmoneyhon@wilco.org
27.	Point of Contact Address	301 S.E. Inner Loop #102, Georgetown Texas 78626
28.	Alternate Point of Contact Name and Title	Theresa Lock Chief Deputy
29.	Alternate Point of Contact Phone	512-943-1436
30.	Alternate Point of Contact E-mail	tlock@wilco.org

31.	Alternate Point of Contact Address	If different from Point of Contact
32.	Signatory Name	Dan Gattis
33.	Signatory Title	County Judge
34.	Signatory Phone Number	512-943-1550
35.	Signatory E-mail	rclemons@wilco.org
36.	Signatory Address	If different from Point of Contact: 710 S. Main St. #101 Georgetown, Texas 78626
37.	Data Technology Contact Name	Richard Semple
38.	Data Technology Contact Phone	512-943-1489
39.	Data Technology Contact E-mail	rsemple@wilco.org
40.	Invoice Recipient Name	Theresa Lock
41.	Invoice Recipient Phone Number	512-943-1436
42.	Invoice Recipient Title	Chief Deputy
43.	Invoice Recipient E-mail	tlock@wilco.org
44.	Invoice Recipient Address	If different from Point of Contact

All statements and information on this form are true and correct to the best of my knowledge.

Contract Signatory _____ Date _____
The person listed is authorized to legally bind their organization to the terms of the contract.

For questions on how to complete this request form, contact RSMContracts@twc.state.tx.us , fax to [512-936-0219](tel:512-936-0219) or call [512-463-2422](tel:512-463-2422).

STOP HERE if you are only seeking online access.

If Sending Batch Files or Computer Matching – Below are the Offline Charge Details:

OFFLINE INFORMATION REQUEST SPECIFICATIONS

(Describe in detail and be as specific as possible.)

Provide a reason for the request (e.g., statutory citation or rule number):

Is this a one-time or an ongoing request?

One-time Ongoing

If ongoing, specify time duration and frequency of data exchange (e.g., Annual for the next three calendar years, Quarterly, Monthly):

If other specific data elements are requested, provide a data format.

Description of the request (If you require a particular data run, clearly specify the data needed, such as wage records, employer records, UI benefits information, etc.):

Costs for Offline Information:

Rate Schedule for Quarterly Wage Information Only Matched to Submitted SSNs. Rates for TWC quarterly wage record information matched to submitted SSNs are calculated on a per-request basis. Recipient agrees to pay Agency for current wage record matches at the following rates:

Number of SSNs submitted	Rate
150 or less	\$10 for the first SSN; \$2 for each additional SSN; maximum charge \$34

151-599	\$35 per 150 SSNs
600-1,499	\$85
1,500 or greater	\$110 per 1,500 SSNs

Rate Schedule for Technology Services and Other Resources. Rates for technology services and other resources are set out in as follows and may be assessed for data matches or disclosures that require staff or resources to complete.

Type of Units	Description of Unit	Rates ¹ (\$)/Unit
CPU TIME	Number of seconds of computer processing time.	0.27584 per second
JOBS RUN	Number of jobs, TSO logons, etc., run during the monthly accounting period.	2.374857
DISK I/O	Number of disks read and write operations x 1000.	0.251
DISK SPACE	Amount of disk space required to perform job functions and store permanent files. Measured in megabyte hours.	0.006584
TAPE I/O	Number of tapes read and write operations x 1000.	0.268429
TAPE MOUNTS	Number of tapes manually placed on tape drive equipment.	1.065082
STANDARD PRINT	1. Number of pages printed on the Xerox 4135 Printer 2. Number of pages printed on the Xerox 4635 MICR Printer	0.014904
SPECIAL PRINT	Number of pages of manufacturer's preprinted forms.	0.128476
PROGRAMMING STAFF TIME	Per hour rate for any necessary programmer time.	45.75 ²
OTHER STAFF TIME	Per hour rate of staff time spent in connection with processing of a request, other than programming time.	24.11
MATERIALS	Diskette Tape Media Rewritable CD (CD-RW) Non-rewritable CD (CD-R)	1.00 3.00 1.00 1.00
POSTAGE	Actual cost of certified mail return receipt requested	

¹ The listed rates are periodically revised to take into account any significant changes in costs of staff, equipment, system software, etc. Once revised, these rates are automatically applied to all computer utilization jobs.

Commissioners Court - Regular Session

23.

Meeting Date: 06/12/2018

WCCHD Remodel P322; Change Order #24

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Texas Avenue Remodel Project; Change Order # 24 in the amount of \$2,764.00 for interior door changes, which was executed by Bob Lubecker, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Owners Contingency.

Background

This change order is to fund the addition of a doorway to accommodate the installation of the medical refrigerator unit in the lab area.

On August 15, 2017, the Williamson County Commissioners Court granted Bob Lubecker, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with Trimbuilt Construction, Inc. in relation to the Williamson County Texas Avenue Facility Remodel (WCCHD Office Renovations) Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

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

Attachments

[WCCHD Change Order 24](#)

[WCCHD CO24 Funds](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Gina Wrehsnig
Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Date

06/07/2018 09:15 AM
Started On: 06/07/2018 08:54 AM



Trimbuilt Construction, Inc.
On time. Every time.

P. O. Box 80169
Austin, TX 78708-0169
(512) 832-1979

Change Request

To: Williamson County
710 Main St.
Georgetown, TX 78626

Number: 24
Date: 5/16/2018
Project: Wilco WCCHD Office Renovations
Job #: 6148E

PH: (512) 943-1599 Fax: (512) 930-3313

Description: New Door 149A

We are pleased to offer the following specifications and pricing to make the following changes:

Cut out the wall so the refrigerator unit can be moved into the room. Install a new door frame and storeroom lockset for door 149A. Touch up paint and infill flooring. Work is figured as normal business hours.

Description:	Price
Drywall Acoustical Demo	1,560.00
Painting	300.00
Flooring	350.00
Supervision	320.00
Insurance	38.00
Profit / Fee	132.00
P & P Bond	64.00
Total:	2,764.00

If you have any questions, please contact me at 512-832-1979.

Submitted by:

Trimbuilt Construction, Inc.

cc:

Approved By: 

Date: 6-1-18



Trimbuilt Construction, Inc.
On time. Every time.

Change Order
Wilco
6148E

Date 5/16/18

To: Michael H

Amount

Demo wall and add a 3'6"x 7'0" door frame and storeroom lock	\$
Core is figured in my cost.	\$
Regular hours	\$
No closer	\$
	\$
Materials	\$ 1,100.00
labor	\$ 460.00
	\$
	\$
TOTAL	\$ 1,560.00

If you have any questions, please contact me at (512) 832-1979.

Submitted by:
Trimbuilt Construction, Inc.

Quote expires in 90 days if not accepted, and is subject to escalation rates based on commencement date of project

Williamson County Facilities - Job Cost Tracking Log

Project: WCCHD Remodel # P322

Change Order #: 24

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown					GMP Total	Total Updated Contract Amount	
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions			Construction Phase Fee
Contract				\$ 1,440,000.00		\$ 250,000.00				\$ 1,690,000.00	\$ 1,690,000.00
1		Pending									\$ 1,690,000.00
2		Denied									\$ 1,690,000.00
3		Denied									\$ 1,690,000.00
4	9/26/2017	Owner	7	\$ 3,113.00		\$ (3,113.00)					\$ 1,690,000.00
5	11/14/2017	Owner		\$ 1,071.25		\$ (1,071.25)					\$ 1,690,000.00
6	1/9/2018	Architect	0	\$ 7,733.00		\$ (7,733.00)					\$ 1,690,000.00
7	11/14/2017	Architect		\$ 7,386.00		\$ (7,386.00)					\$ 1,690,000.00
8	11/14/2017	Owner		\$ 5,987.00		\$ (5,987.00)					\$ 1,690,000.00
9	1/9/2018	Architect	0	\$ 2,376.00		\$ (2,376.00)					\$ 1,690,000.00
10	1/9/2018	Owner	0	\$ 5,236.02		\$ (5,236.02)					\$ 1,690,000.00
11	1/9/2018	Architect	0	\$ 2,071.00		\$ (2,071.00)					\$ 1,690,000.00
12	1/9/2018	Owner	0	\$ 4,755.13		\$ (4,755.13)					\$ 1,690,000.00
13		Contractor	21	\$ 13,788.75		\$ (13,788.75)					\$ 1,690,000.00
14		Pending									\$ 1,690,000.00
15		Pending									\$ 1,690,000.00
16		Pending									\$ 1,690,000.00
17	1/30/2018	Contractor	0	\$ 5,919.97		\$ (5,919.97)					\$ 1,690,000.00
18	2/20/2018	Contractor	0	\$ 29,520.84		\$ (29,520.84)					\$ 1,690,000.00
19	2/20/2018	Contractor	0	\$ 7,548.26		\$ (7,548.26)					\$ 1,690,000.00
20	2/20/2018	Owner	0	\$ 3,024.76		\$ (3,024.76)					\$ 1,690,000.00
21	4/3/2018	Owner	0	\$ 7,177.66		\$ (7,177.66)					\$ 1,690,000.00
22		Owner	0	\$ 12,126.00		\$ (12,126.00)					\$ 1,690,000.00
23		Owner	0	\$ 14,739.09		\$ (14,739.09)					\$ 1,690,000.00
24		Owner	0	\$ 2,764.00		\$ (2,764.00)					\$ 1,690,000.00
25		Owner	0	\$ 94,581.95		\$ (94,581.95)					\$ 1,690,000.00
			28	\$ 1,670,919.68	\$ -	\$ 19,080.32	\$ -	\$ -	\$ -	\$ 1,690,000.00	\$ 1,690,000.00

\$ 19,080.32

Commissioners Court - Regular Session

24.

Meeting Date: 06/12/2018

Discuss consider and take appropriate action on approval of the final plat for the Rancho Sienna Section 11 Phase 3 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 11 Phase 3 subdivision - Pct 3.

Background

This is the next section of the Rancho Sienna development. It consists of 52 single family lots, 1 open space lot, and 1,646 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 11 Ph 3](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Adam Boatright
Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Date

06/07/2018 10:27 AM
Started On: 06/07/2018 10:16 AM

FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 3

BEING 10.202 ACRES OUT OF THE GREENLEAF FISK SURVEY,
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

FIELDNOTE DESCRIPTION:

OF 10.202 ACRES OF LAND, OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, SITUATED IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN TRACT 1 - 8.672 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC BY DEED OF RECORD IN DOCUMENT NO. 2016118186 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A PORTION OF THAT CERTAIN TRACT 5A - 27.327 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC BY DEED OF RECORD IN DOCUMENT NO. 2015113108 OF SAID OFFICIAL PUBLIC RECORDS AND ALL OF THAT CERTAIN TRACT 1 - 9.658 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC BY DEED OF RECORD IN DOCUMENT NO. 2017117634 OF SAID OFFICIAL PUBLIC RECORDS; SAID 10.202 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, A 1/2 INCH IRON ROD FOUND AT THE SOUTHEASTERLY CORNER OF THE SOUTHERLY TERMINUS OF BONNET BOULEVARD (80' R.O.W.-UNIMPROVED), BEING THE SOUTHWESTERLY CORNER OF LOT 1, GABRIELS OVERLOOK SECTION III, A SUBDIVISION OF RECORD IN CABINET BB, SLIDES 119-120 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING THE NORTHWESTERLY CORNER OF LOT 255, GABRIELS OVERLOOK SECTION ONE, A SUBDIVISION OF RECORD IN CABINET S, SLIDES 218-229 OF SAID PLAT RECORDS, ALSO BEING THE NORTHEASTERLY CORNER OF SAID 9.658 ACRE TRACT AND HEREOF;

THENCE, LEAVING THE SOUTHEASTERLY CORNER OF THE SOUTHERLY TERMINUS OF BONNET BOULEVARD, ALONG THE EASTERLY LINE OF SAID 9.658 ACRE TRACT, BEING THE WESTERLY LINES OF LOTS 247, 254 AND 255 OF SAID GABRIELS OVERLOOK SECTION ONE, FOR THE EASTERLY LINE HEREOF, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) S08°20'29"W, A DISTANCE OF 60.72 FEET TO A 1/2 INCH IRON ROD FOUND;
- 2) S08°08'38"W, A DISTANCE OF 955.88 FEET TO A 1/2 INCH IRON ROD FOUND;
- 3) S10°53'26"W, A DISTANCE OF 27.34 FEET TO A 1/2 INCH IRON ROD FOUND AT THE COMMON CORNER OF LOTS 246 AND 247 OF SAID GABRIELS OVERLOOK SECTION ONE, BEING THE SOUTHEASTERLY CORNER OF SAID 9.658 ACRE TRACT AND HEREOF;

THENCE, N86°13'38"W, LEAVING THE WESTERLY LINE OF SAID LOT 247, ALONG THE SOUTHERLY LINE OF SAID 9.658 ACRE TRACT, BEING THE NORTHERLY LINE OF SAID LOT 246, FOR A PORTION OF THE SOUTHERLY LINE HEREOF, A DISTANCE OF 281.67 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHWESTERLY CORNER OF SAID LOT 246; BEING THE NORTHEASTERLY CORNER OF LOT 245 AND LOT 244 OF SAID GABRIELS OVERLOOK SECTION ONE, FOR AN ANGLE POINT HEREOF;

THENCE, N82°30'43"W, LEAVING THE NORTHWESTERLY CORNER OF SAID LOT 246, ALONG THE SOUTHERLY LINE OF SAID 9.658 ACRE TRACT, BEING THE NORTHERLY LINE OF SAID LOT 244, FOR A PORTION OF THE SOUTHERLY LINE HEREOF, A DISTANCE OF 237.40 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE SOUTHEASTERLY CORNER OF LOT 23, BLOCK DD, RANCHO SIENNA SECTION 11, PHASE 2 AND AMENDED PLAT OF LOT 57 RANCHO SIENNA SECTION 11, PHASE 2, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2017085493 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE SOUTHWESTERLY CORNER HEREOF;

THENCE, LEAVING THE NORTHERLY LINE OF SAID LOT 244, ALONG THE EASTERLY LINE OF SAID RANCHO SIENNA SECTION 11, PHASE 2 AND AMENDED PLAT OF LOT 57 RANCHO SIENNA SECTION 11, PHASE 2 SUBDIVISION, FOR THE WESTERLY LINE HEREOF, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

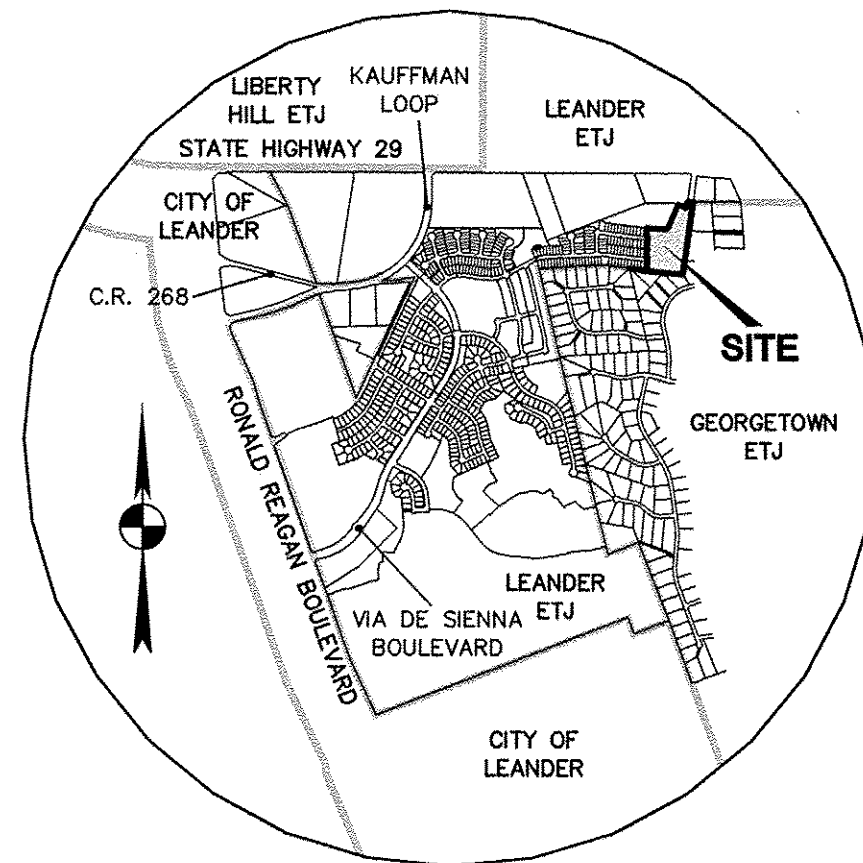
- 1) N03°55'30"E, A DISTANCE OF 185.89 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- 2) N86°04'30"W, A DISTANCE OF 15.62 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- 3) N03°55'30"E, A DISTANCE OF 125.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- 4) N86°04'30"W, A DISTANCE OF 2.49 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- 5) N03°55'30"E, A DISTANCE OF 175.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- 6) N86°04'30"W, A DISTANCE OF 20.16 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- 7) N03°55'30"E, A DISTANCE OF 125.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE SOUTHERLY LINE OF LOT 32 O/S & D/E, BLOCK BB, RANCHO SIENNA SECTION 11, PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2016086985 OF SAID OFFICIAL PUBLIC RECORDS, BEING THE NORTHEASTERLY CORNER OF LOT 17, BLOCK BB OF SAID RANCHO SIENNA SECTION 11, PHASE 2 AND AMENDED PLAT OF LOT 57 RANCHO SIENNA SECTION 11, PHASE 2, FOR THE NORTHWESTERLY CORNER HEREOF;

THENCE, LEAVING THE NORTHEASTERLY CORNER OF SAID LOT 17, ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID LOT 32, FOR A PORTION OF THE NORTHERLY LINE HEREOF, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) S86°04'30"E, A DISTANCE OF 281.05 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- 2) N32°24'29"E, A DISTANCE OF 60.32 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- 3) N23°09'41"E, A DISTANCE OF 320.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- 4) N68°09'41"E, A DISTANCE OF 7.07 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;
- 5) S66°50'19"E, A DISTANCE OF 120.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE NORTHERLY LINE OF SAID 9.658 ACRE TRACT;

THENCE, ALONG THE NORTHERLY LINE OF SAID 9.658 ACRE TRACT, BEING IN PART THE EASTERLY LINE OF SAID LOT 32 AND IN PART, THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO BONNET ENTERPRISES, LTD., BY DEED OF RECORD IN DOCUMENT NO. 2008084680 OF SAID OFFICIAL PUBLIC RECORDS, FOR A PORTION OF THE NORTHERLY LINE HEREOF, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) N23°09'41"E, A DISTANCE OF 21.41 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;



VICINITY MAP
N.T.S.

SHEET INDEX

SHEET NO.	DESCRIPTION
-----------	-------------

- | | |
|---|---|
| 1 | COVER SHEET, FIELD NOTE DESCRIPTION AND NOTES |
| 2 | FINAL PLAT LAYOUT/LINE AND CURVE TABLES |
| 3 | CERTIFICATIONS AND SIGNATURES |

GENERAL INFORMATION:

OWNER.....NASH RANCHO HILLS, LLC
TOTAL ACREAGE.....10.202 ACRES
SURVEY OF.....GREENLEAF FISK SURVEY(A-5)
DATE.....FEBRUARY 2018
OF SINGLE FAMILY LOTS.....52
OF OPEN SPACE LOTS.....1
TOTAL # OF LOTS.....53
TOTAL # OF BLOCKS.....3

OWNER/DEVELOPER
NASH RANCHO HILLS, LLC
13809 RESEARCH BOULEVARD, SUITE 475
AUSTIN, TEXAS 78750
(512) 244-6687 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

FIELDNOTE DESCRIPTION: (CONTINUED)

- 2) ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 15°04'08", AN ARC LENGTH OF 52.60 FEET, AND A CHORD WHICH BEARS, N15°37'37"E, A DISTANCE OF 52.45 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE POINT OF TANGENCY OF SAID CURVE;
- 3) N08°05'33"E, A DISTANCE OF 20.71 FEET TO A 1/2 INCH IRON ROD WITH CAP FOUND AT THE SOUTHWESTERLY CORNER OF THE SOUTHERLY TERMINUS OF BONNET BOULEVARD;

THENCE, S89°43'12"E, LEAVING THE EASTERLY LINE OF SAID BONNET ENTERPRISES, LTD. TRACT, ALONG THE SOUTHERLY TERMINUS OF BONNET BOULEVARD, BEING THE NORTHERLY LINE OF SAID 9.658 ACRE TRACT, FOR A PORTION OF THE NORTHERLY LINE HEREOF, A DISTANCE OF 81.24 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 10.202 ACRES OR (444,413 SQUARE FEET) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

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. THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
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 FROM 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 WIDTH 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, CUTOUPS, 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, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
13. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 3

DATE: FEBRUARY 2018



1905 Aldrich Street, Suite 300
Austin, Texas 78723
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # 10194230
Copyright © 2018

SHEET

1

OF 3

FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 3

BEING 10.202 ACRES OUT OF THE GREENLEAF FISK SURVEY,
ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

U.S. HIGHWAY 29 (R.O.W. VARIES)

RANCHO SIENNA SECTION 11, PHASE 3 STREET SUMMARY

STREET NAME	LENGTH	DESIGN SPEED
BONNET BOULEVARD	1250 LINEAR FEET	25 MILES PER HOUR
RUSSET TRAIL	396 LINEAR FEET	25 MILES PER HOUR

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.

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	52.60'	200.00'	15°04'08"	N15°37'37"E	52.45'
C2	68.78'	325.00'	12°07'29"	S17°05'56"W	68.65'
C3	36.17'	25.00'	82°53'18"	S52°28'51"W	33.09'
C4	41.12'	25.00'	94°14'11"	S38°57'25"E	36.64'
C5	37.42'	25.00'	85°45'49"	S51°02'35"W	34.02'
C6	21.03'	25.00'	48°11'23"	S61°58'49"E	20.41'
C7	158.95'	50.00'	182°08'35"	N51°02'35"E	99.98'
C8	21.03'	25.00'	48°11'23"	N15°56'01"W	20.41'
C9	71.99'	275.00'	15°00'00"	N15°39'41"E	71.79'
C10	161.07'	800.00'	11°32'08"	N28°55'45"E	160.79'
C11	103.50'	225.00'	26°21'20"	N21°31'09"E	102.59'
C12	36.30'	325.00'	6°24'00"	S19°57'41"W	36.28'
C13	32.47'	325.00'	5°43'29"	S13°53'56"W	32.46'
C14	15.84'	25.00'	36°17'29"	S67°55'46"E	15.57'
C15	5.19'	25.00'	11°53'54"	S43°50'04"E	5.18'
C16	45.95'	50.00'	52°39'30"	S64°12'52"E	44.35'
C17	30.00'	50.00'	34°22'39"	N72°16'04"E	29.55'
C18	30.00'	50.00'	34°22'39"	N37°53'25"E	29.55'
C19	41.56'	50.00'	47°37'39"	N03°06'44"W	40.38'
C20	11.43'	50.00'	13°06'09"	N33°28'38"W	11.41'
C21	22.79'	275.00'	4°44'50"	N10°32'06"E	22.78'
C22	49.21'	275.00'	10°15'10"	N18°02'06"E	49.14'

LINE TABLE

NO.	BEARING	DISTANCE
L1	S8°20'29"W	60.72'
L2	S10°53'26"W	27.34'
L3	N86°04'30"W	15.62'
L4	N3°55'30"E	125.00'
L5	N86°04'30"W	2.49'
L6	N86°04'30"W	20.16'
L7	N3°55'30"E	125.00'
L8	N32°24'29"E	60.32'
L9	N68°09'41"E	7.07'
L10	S66°50'19"E	120.00'
L11	N23°09'41"E	21.41'
L12	N8°05'33"E	20.71'

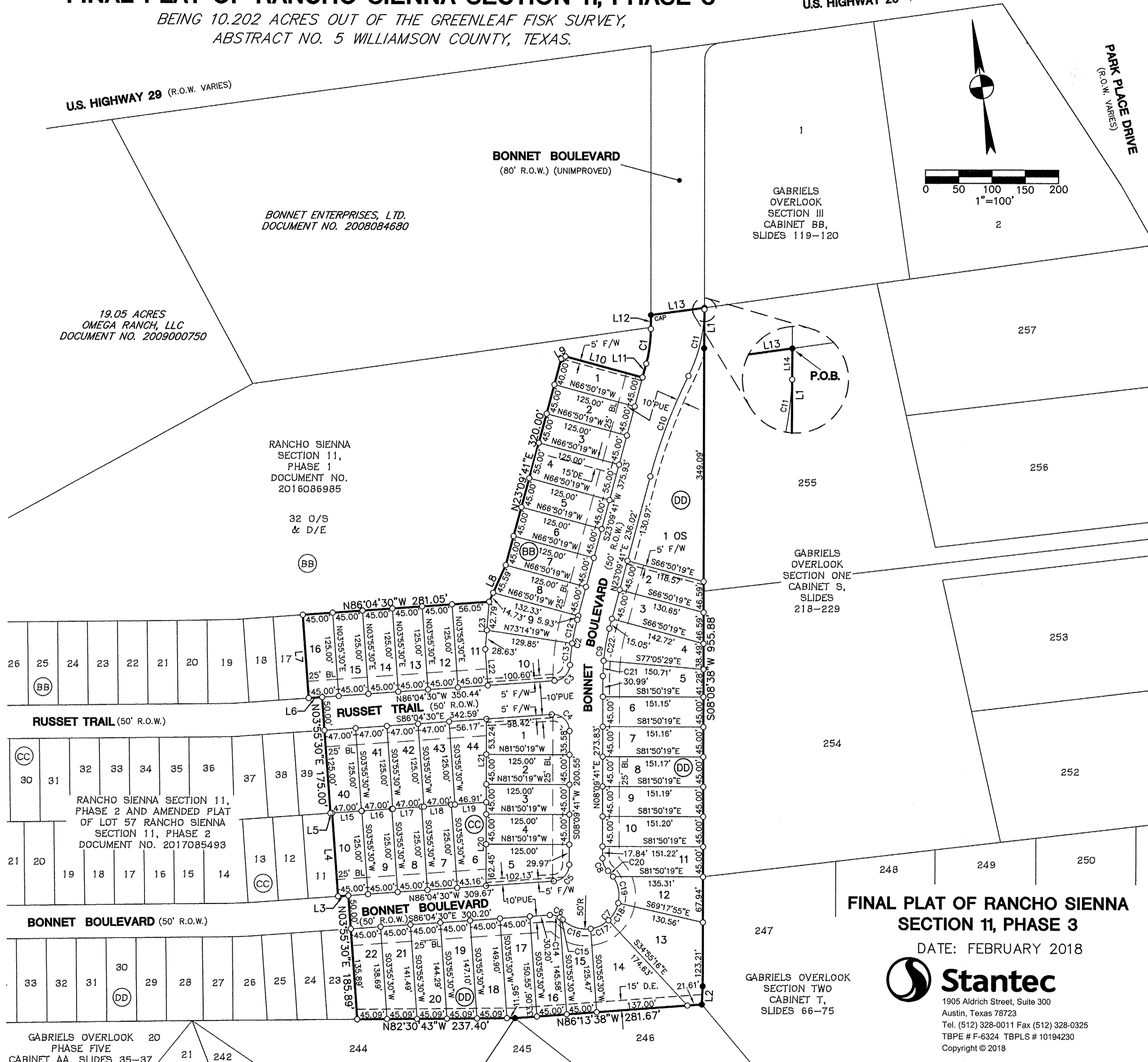
LINE TABLE

NO.	BEARING	DISTANCE
L13	S89°43'12"E	81.24'
L14	N8°20'29"E	2.46'
L15	S86°04'41"E	45.00'
L16	S86°04'30"E	45.00'
L17	S86°04'30"E	45.00'
L18	S86°04'30"E	45.00'
L19	S86°04'30"E	52.42'
L20	S8°09'41"W	125.34'
L21	S8°09'41"W	125.34'
L22	N3°55'30"E	54.43'
L23	N12°49'23"E	71.43'

LEGEND

- 1/2" IRON ROD WITH "STANTEC" CAP SET
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ⊙ BLOCK
- O/S OPEN SPACE
- PUE PUBLIC UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- BL BUILDING SETBACK LINE
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- F/W FENCE/WALL EASEMENT
- BFE BASE FLOOD ELEVATION

SHEET
2
OF 3



FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 3

DATE: FEBRUARY 2018



1905 Aldrich Street, Suite 300
Austin, Texas 78723
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # 10194230
Copyright © 2018

FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 3

BEING 10.202 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 OWNER OF THOSE CERTAIN TRACTS OF LAND SHOWN HEREON AND BEING BEING A PORTION OF THAT CERTAIN TRACT 1 - 8.672 ACRE TRACT OF LAND CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2016118186, A PORTION OF THAT CERTAIN TRACT 5A - 27.327 ACRE TRACT OF LAND CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2015113108 AND ALL OF THAT CERTAIN TRACT 1 - 9.658 ACRE TRACT OF LAND CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2017117634, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE THE 10.202 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 11, PHASE 3". THE OWNERS ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNERS, 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

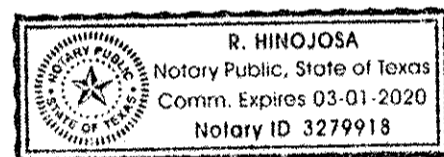
BY: [Signature]
NAME: RAINER FICKEN DATE: 5-2-18
TITLE: AUTHORIZED SIGNATORY

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED 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 2nd DAY OF May, 2018.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: R. Hinojosa
MY COMMISSION EXPIRES ON: 3-1-2020



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 ENROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008, WILLIAMSON COUNTY, TEXAS, AND COMPLY WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE.

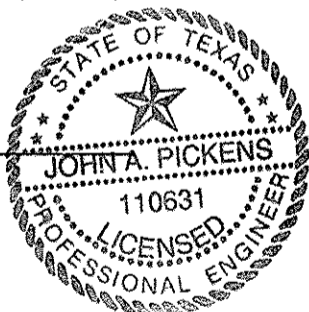
THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

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

THIS 1 DAY OF MAY, 2018.

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

05/01/18
DATE



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 TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DEEDS RECORDED IN DOCUMENT NOS. 2015113108, 2016118186 AND 2017117634 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT 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 11, PHASE 3".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 7 DAY OF May, 2018.

NASH FINANCING, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

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

BY: [Signature] DATE: May 7, 2018
Koji Yamada
President & COO

STATE OF CALIFORNIA X
COUNTY OF San Diego X

ON May 7, 2018, BEFORE
ME, K. Paxton PERSONALLY

APPEARED, Koji Yamada 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 [Signature]

SEAL



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.

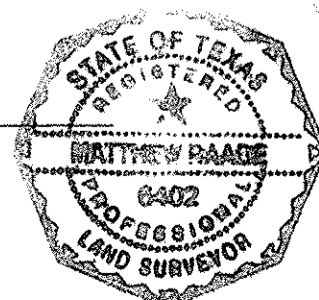
[Signature] DATE: 5/2/18
CITY OF LIBERTY HILL, TEXAS
SALLY McFERON

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.

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

5-1-18
DATE



[Signature] Teresa Baker DATE: 5/2/18
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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.

_____, 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 PLAT 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 11, PHASE 3

DATE: FEBRUARY 2018



1905 Aldrich Street, Suite 300
Austin, Texas 78723
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # 10194230
Copyright © 2018

Commissioners Court - Regular Session

25.

Meeting Date: 06/12/2018

AHA Mission Lifeline Award 2018

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging Williamson County EMS as the recipient of the American Heart Association Mission Lifeline Gold Plus Award.

Background

The American Heart Association Mission Lifeline would like to recognize Williamson County EMS for their continued work, training and commitment in improving the overall quality of care for heart attack patients in Williamson County.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 06/06/2018

Reviewed By

Wendy Coco

Date

06/06/2018 10:42 AM

Started On: 06/06/2018 07:08 AM

Commissioners Court - Regular Session

26.

Meeting Date: 06/12/2018

ACEA Proclamation

Submitted For: Cynthia Long

Submitted By: Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on proclamation recognizing the thirty-fifth (35) anniversary of the Greater Austin Contractors & Engineers Association.

Background

The Greater Austin Contractors & Engineers Association began in 1983 to bring knowledge and awareness about issues impacting infrastructure construction and engineering. ACEA sponsors the annual Central Texas Infrastructure Design & Construction Symposium, which brings together subject matter experts to discuss relevant issues affecting engineers and contractors involved in designing and building the area's infrastructure. ACEA provides scholarships to local high school seniors, who are interested in the fields of construction or engineering. In 2018, there were three general scholarship awards of \$2,000 each given to high school seniors for their first year of higher education at a college, university or vocational school. If the scholarship award winner maintains a 3.0 or higher grade point average, they will receive \$3,000 for their second year. One of the 2018 scholarship winners was a female from Cedar Park High School, who will be studying Civil Engineering in the fall.

Fiscal Impact

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

Attachments

[ACEA Proclamation](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Kathy Pierce
Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Date

06/07/2018 10:27 AM
Started On: 06/07/2018 09:01 AM

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

That on the 12th day of June 2018 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

PROCLAMATION

WHEREAS, Williamson County is proud to recognize the men and women who belong to the Greater Austin Contractors & Engineers Association (ACEA) which was formed in 1983 and is celebrating its 35th anniversary; and

WHEREAS, the Greater Austin Contractors and Engineers Association (ACEA) shares knowledge and spreads awareness about issues impacting infrastructure construction and engineering, and

WHEREAS, ACEA and its members support charitable groups through financial support; contributing supplies, materials and expertise; and has awarded over \$200,000 in scholarships to 61 area students;

NOW, THEREFORE BE IT PROCLAIMED, in recognition of their 35th anniversary, the Williamson County Commissioners Court hereby proclaims June 14th, 2018 as:

“Greater Austin Contractors & Engineers Association Day”

PROCLAIMED THIS 12TH DAY OF JUNE 2018.

Williamson County Court – Presiding Officer

Commissioners Court - Regular Session

27.

Meeting Date: 06/12/2018

Salary Grievance Committee Selection

Submitted For: Ashlie Koenig

Submitted By: Jennifer Templeton, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a salary grievance committee, including alternates.

Background

Per Local Government Code 152.014, a salary grievance committee is partially composed of nine public members. These members shall be selected during a meeting of the Commissioners Court. This committee will serve, if needed during this fiscal year 2018 with regard to elected officials salaries.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jennifer Templeton

Final Approval Date: 05/30/2018

Reviewed By

Wendy Coco

Date

05/30/2018 12:36 PM

Started On: 05/30/2018 12:27 PM

Commissioners Court - Regular Session

28.

Meeting Date: 06/12/2018

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

Submitted For: Robert Daigh

Submitted By: Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kelly Murphy

Final Approval Date: 05/24/2018

Reviewed By

Wendy Coco

Date

05/24/2018 09:08 AM

Started On: 05/23/2018 01:14 PM

Commissioners Court - Regular Session

29.

Meeting Date: 06/12/2018

Jail Remodel Project P411 - STR Second Amendment

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Second Amendment to an Agreement Between Owner and Contractor, by and between Williamson County and STR Constructors, LTD. relating to the Williamson County Jail Kitchen and Plumbing Remodel Project.

Background

This amendment is to increase the project Owners Contingency in order to fund change orders and potential change orders made necessary by additional unforeseen existing plumbing and HVAC conditions in the infrastructure of the Jail Building. This increase will also help prevent further delays in the project.

Fiscal Impact

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

Attachments

2nd Amendment

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Date

06/07/2018 09:15 AM

Started On: 06/07/2018 08:52 AM

SECOND AMENDMENT TO
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS SECOND AMENDMENT TO THAT CERTAIN AGREEMENT BETWEEN OWNER AND CONTRACTOR, hereinafter "Second Amendment", is entered into effective as of the date of the last party's execution hereof, between Williamson County, Texas, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and STR Constructors, LTD, hereinafter "Contractor".

RECITALS

WHEREAS, County and Contractor executed that certain agreement entitled Agreement Between Owner and Contractor, hereinafter the "Agreement", which became effective as of August 21, 2017 for the construction of the Williamson County Jail Kitchen and Plumbing Remodel (the "Project");

WHEREAS, County and Contractor entered into a First Amendment to Agreement Between Owner and Contractor, effective February 27, 2018, in order to increase the Owner's Contingency from \$250,000.00 to \$450,000.00 due to various unforeseen conditions;

WHEREAS, additional unforeseen conditions have been discovered and it has become necessary to amend the Agreement to increase the Owner's Contingency from \$450,000.00 to \$650,000.00;

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

AGREEMENTS

1. **Section 5.3** of the Agreement shall be amended as follows:

5.3 Owner's Construction Contingency. The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

\$650,000.00

The Owner's Construction Contingency is controlled solely by the Owner. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Second Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Second Amendment are the valid, binding and enforceable obligations of such party.

3. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS:

**STR CONSTRUCTORS, LTD., acting by
and through its General Partner, R K
Company, LLC:**

By: _____
Signature

By:  _____
Signature

Printed Name

T.R. KENNEDY
Printed Name

Title

PRESIDENT
Title

_____, 20____
Date

6-6-2018, 20____
Date

Commissioners Court - Regular Session

30.

Meeting Date: 06/12/2018

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 \$275,000 from 2013 Road Non-Departmental (P290) to Inner Loop @ Central Maintenance Facility (P251).

Background

Fiscal Impact

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

Attachments

2013 Road Bond Transfer

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Date

06/07/2018 09:15 AM

Started On: 06/07/2018 07:23 AM

Memo

To: Emmeline Palma, Williamson County Auditor's Office
Cc: Tomika Lynce, Williamson County Auditor's Office
From: Michael J. Weaver
Date: June 5, 2018
Re: 2013 Road Bond Budget Adjustments

To accommodate the Chasco Change Orders for the Inner Loop Improvements project please make the following project budget adjustment to the 2013 Road Bond Program:

- Move \$275,000.00 from P-290 2013 Unallocated Interest to P-251 Inner Loop @ Central Maintenance Facility

If you have any questions, please let me know.

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

Commissioners Court - Regular Session

31.

Meeting Date: 06/12/2018

CR 200 Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Richard Perry for right of way needed on the CR 200 project (Parcel 13). Funding Source: Road Bonds P285

Background

Fiscal Impact

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

Attachments

Perry Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Date

06/07/2018 09:15 AM

Started On: 06/07/2018 08:24 AM

REAL ESTATE CONTRACT
CR 200 Right of Way—Parcel 13

THIS REAL ESTATE CONTRACT (“Contract”) is made by RICHARD PERRY (referred to in this Contract as “Seller”) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

All of that certain 0.064-acre (2,776 square feet) tract of land out of Lot 79, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 79 being conveyed to Richard Perry, a single person, by Deed Recorded in Document No. 2015005284, O.P.R.W.C., said 0.064 acres being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 13**);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit “A”, any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of SIX THOUSAND EIGHT HUNDRED NINETY and 00/100 Dollars (\$6,890.00).

By execution of this Contract the parties agree that any improvements or other personal property located within the Property that are to be retained by Seller shall be removed or relocated off of the Property on or before July 31, 2018, or they shall otherwise become subject to removal or relocation by Purchaser, its contractors or agents after that date.

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

Title

3.03. Within seven (7) days from the Effective Date of this Contract, Purchaser shall cause the Title Company to furnish to the Purchaser a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Purchaser may, on or prior to five (5) days after its receipt of the later of the Title Commitment, deliver to Seller in writing such reasonable objections as Purchaser may have to anything contained or set forth in the Title Commitment or the title exception documents. In the event Purchaser timely objects to any matter contained in the Title Commitment or title exception documents, Seller shall have a reasonable period of time after receipt of Purchaser's objections within which Seller may attempt to cure such objections specified by Purchaser; provided, however, Seller shall provide reasonable responsive cooperation and assistance requested by Purchaser to cure any objections, but shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has not yet satisfied each and every of Purchaser's stated title objections within ten (10) days following the date of Purchaser's objections, Purchaser shall elect to either (i) terminate this Contract, or (ii) waive those title objections which Seller has not satisfied and proceed to Closing. In the event Purchaser fails to elect (i) or (ii) in writing within such period, then, and in such event, Purchaser shall be deemed to have elected (ii).

Inspection

Purchaser acknowledges that Seller is providing Purchaser with an opportunity to thoroughly inspect the Property prior to Closing or all purposes, including any concerns with respect to any past, current or future violation of environmental laws or with respect to the presence, either now or in the past, of any hazardous substances at the Property.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

After the Effective Date, Seller agrees that Purchaser shall be entitled to enter upon the Property and to conduct such inspections and audits as Purchaser may reasonably desire.

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

(1) Seller has not entered into any lease or other agreement, whether written or oral, granting any other party the right to possess the Property. To Seller's actual knowledge, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

For purposes of this Contract, wherever the terms "knowledge," "belief," or words of similar import are used with respect to the Seller, such knowledge or belief shall be limited to the actual knowledge of RICHARD PERRY.

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

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO,

ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

SURVIVAL. IT IS AGREED AND UNDERSTOOD THAT THE TERMS AND PROVISIONS OF THIS ARTICLE IV SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Austin Title Company (the "Title Company") or another title company of Purchaser's choosing, on or before **July 6, 2018** or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

The Deed shall be in a form substantially similar to that shown in Exhibit "B" attached hereto and incorporated herein.

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price;
- (b) Pay the costs of Closing as required by this Contract.

Prorations

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

Closing Costs

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

- (1) Owner's Title Policy (including the base premium and the cost of all endorsements and special elective coverages) and survey to be paid by Purchaser.
- (2) Deed (including recording costs), tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound; Total Agreement; Modification

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract. This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith, specifically including any letter of intent negotiated by the parties in relation to the Property. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract. This Contract may not be modified or amended, except by an agreement in writing signed by both the Seller and the Purchaser.

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

No Recordation

8.08. Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in the county where the Property is located or any other county in Texas.

Compliance

8.09. In accordance with the requirements of Section 1101.555 of the Texas Real Estate License Act, **PURCHASER IS HEREBY ADVISED THAT IT SHOULD BE FURNISHED WITH OR OBTAIN A POLICY OF TITLE INSURANCE OR PURCHASER SHOULD HAVE THE ABSTRACT COVERING THE PROPERTY EXAMINED BY AN ATTORNEY OF PURCHASER'S OWN SELECTION.**

Effective Date

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

Counterparts

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

Exhibits

8.12. The following Exhibits are attached hereto:

- Exhibit "A": Property metes and bounds legal description
- Exhibit "B": Agreed Deed Form

[signature page follows]

SELLER:

By:  _____
RICHARD PERRY

Address: 208 SARATHS LANE
LIBERTY HILL TX 78642

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

County: Williamson County
 Roadway: CR. 200



**PROPERTY DESCRIPTION
 PARCEL 13**

BEING A 0.064 ACRE (2,776 SQUARE FEET) TRACT OF LAND OUT OF LOT 79, CIERRA VISTA SUBDIVISION, A PLAT RECORDED IN DOCUMENT NO. 2007078025 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.) AND IN CABINET DD, SLIDE 314 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 79 BEING CONVEYED TO RICHARD PERRY, A SINGLE PERSON, BY DEED RECORDED IN DOCUMENT NO. 2015005284, O.P.R.W.C., SAID 0.064 ACRES, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200) with the south line of said Lot 79, same being the north line of Lot 80 of said Cierra Vista Subdivision, and being the southwest corner hereof, from which an ½" iron rod with cap stamped "3DS" found marking the common west corner of said Lots 79 and 80 bears S 68°54'55" W, 294.03' for reference;

1. **THENCE** N 21°03'28" W, across said Lot 79 and with the proposed westerly R.O.W. line of C.R. 200, 138.81' to a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly ROW line of C.R. 200 with a common line being the north line of said Lot 79 and the south line of Lot 78 of said Cierra Vista Subdivision, for the northwest corner hereof;
2. **THENCE** N 68°55'27" E, with said common line, 20.00' to a calculated point in existing west margin of C.R. 200 (no recording information found), same being the common east corner of said Lots 78 and 79, for the northeast corner hereof, from which, a ½" iron rod with cap stamped "3DS" found bears S 68°55'27" W, 0.08' for reference;
3. **THENCE** S 21°03'28" E, with the existing west margin of said C.R. 200, same being the east line of said Lot 79, 138.81' to a ½" iron rod with cap stamped "3DS" found marking the common east corner of said Lots 79 and 80 for the southeast corner hereof;

EXHIBIT __

County: Williamson County
Roadway: CR. 200

4. THENCE S 68°54'55" W, with the south line of said Lot 79, same being the north line of said Lot 80, 20.00' to the POINT OF BEGINNING and containing 0.064 acres (2,776 square feet) of land, more or less.

The bearings shown hereon are based on: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

This property description is accompanied by a separate plat of even date.

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

That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 25th day of OCT, 2017, A.D.

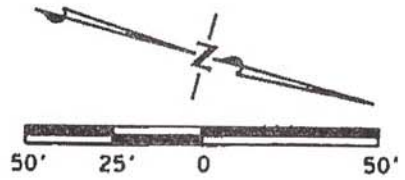
SURVTEX LLC
600 W. Whitestone Blvd
Cedar Park, Texas 78613
(512) 249-8875
TBPLS Firm #10084600





Jason E. Parker
Registered Professional Land Surveyor
No. 6643 – State of Texas

SARAH'S LANE
(80.00' R.O.W.)



CIERRA VISTA SUBDIVISION
DOC. 2007078025 O.P.R.W.C.
CAB. DD, SLD. 314, P.R.W.C.

RICHARD PERRY,
A SINGLE PERSON
DOC. 2015005284
O.P.R.W.C.

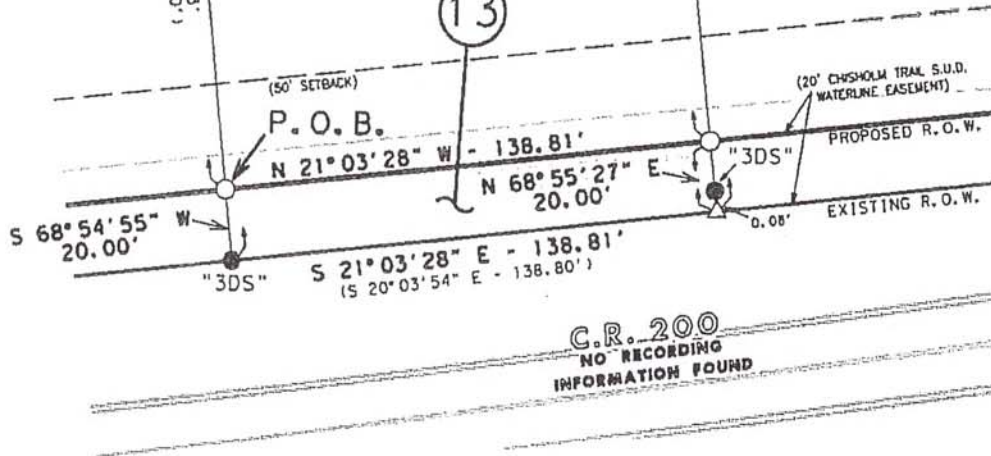
LOT 80

LOT 79

LOT 78

0.064 ACRE
2776 SQ. FT.

13



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE = PLANE X 1.00015).
3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.
4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.
5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

LEGEND

- (UNLESS OTHERWISE NOTED)
- TxDOT TYPE 1 MONUMENT FOUND
 - 1/2" IRON ROD SET WITH "SURVTEX" CAP
 - 1/2" IRON ROD FOUND
 - △ CALCULATED POINT
 - () RECORD INFORMATION
 - D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 - O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 - O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - P.R.W.C. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.R. POINT OF REFERENCE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

10.25.17
DATE

JEP
JASON E. PARKER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6643, STATE OF TEXAS

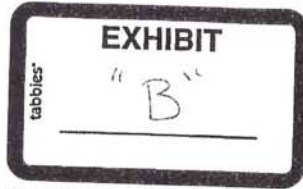


PARCEL 13
ACRES: 0.064
HIGHWAY: C.R. 200
ROW CSJ:
COUNTY: WILLIAMSON
SCALE: 1" = 50'
SHEET 3 OF 3



600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
PHONE: (512) 249-8875
FAX (512) 249-5040
TBPLS FIRM NO. 10084600

FILE: P13.dgn



Parcel 13

SPECIAL WARRANTY DEED
CR 200 Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That CONNIE M. REGIER, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.064-acre (2,776 square feet) tract of land out of Lot 79, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 79 being conveyed to Richard Perry, a single person, by Deed Recorded in Document No. 2015005284, O.P.R.W.C., said 0.064 acres being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 200.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 5 day of JUNE, 2018.

GRANTOR:

By: Richard Perry
RICHARD PERRY

(Acknowledgement Next Page)

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2018 by RICHARD PERRY, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT A

County: Williamson County
Roadway: CR. 200

PROPERTY DESCRIPTION
PARCEL 13

BEING A 0.064 ACRE (2,776 SQUARE FEET) TRACT OF LAND OUT OF LOT 79, CIERRA VISTA SUBDIVISION, A PLAT RECORDED IN DOCUMENT NO. 2007078025 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.) AND IN CABINET DD, SLIDE 314 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 79 BEING CONVEYED TO RICHARD PERRY, A SINGLE PERSON, BY DEED RECORDED IN DOCUMENT NO. 2015005284, O.P.R.W.C., SAID 0.064 ACRES, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200) with the south line of said Lot 79, same being the north line of Lot 80 of said Cierra Vista Subdivision, and being the southwest corner hereof, from which an ½" iron rod with cap stamped "3DS" found marking the common west corner of said Lots 79 and 80 bears S 68°54'55" W, 294.03' for reference;

1. **THENCE** N 21°03'28" W, across said Lot 79 and with the proposed westerly R.O.W. line of C.R. 200, 138.81' to a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly ROW line of C.R. 200 with a common line being the north line of said Lot 79 and the south line of Lot 78 of said Cierra Vista Subdivision, for the northwest corner hereof;
2. **THENCE** N 68°55'27" E, with said common line, 20.00' to a calculated point in existing west margin of C.R. 200 (no recording information found), same being the common east corner of said Lots 78 and 79, for the northeast corner hereof, from which, a ½" iron rod with cap stamped "3DS" found bears S 68°55'27" W, 0.08' for reference;
3. **THENCE** S 21°03'28" E, with the existing west margin of said C.R. 200, same being the east line of said Lot 79, 138.81' to a ½" iron rod with cap stamped "3DS" found marking the common east corner of said Lots 79 and 80 for the southeast corner hereof;

Commissioners Court - Regular Session

32.

Meeting Date: 06/12/2018

CR 200 Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Shannon Lyons for right of way needed on the CR 200 project. (Parcel 6) Funding Source: Road Bonds P285

Background

Fiscal Impact

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

Attachments

Lyons Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Date

06/07/2018 10:27 AM

Started On: 06/07/2018 09:52 AM

REAL ESTATE CONTRACT
CR 200 Right of Way—Parcel 7

THIS REAL ESTATE CONTRACT (“Contract”) is made by SHANNON LYONS (collectively referred to in this Contract as “Seller”) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

All of that certain 0.029-acre (1,278 square feet) tract of land out of Lot 5, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 5 being conveyed to Shannon Lyons, an Unmarried Woman, by Deed Recorded in Document No. 2015097686, O.P.R.W.C., said 0.029 acres being more fully described by metes and bounds and accompanying sketch in Exhibit “A”, attached hereto and incorporated herein (**Parcel 6**);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit “A”, any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of THREE THOUSAND ONE HUNDRED AND EIGHTY and 00/100 Dollars (\$3,180.00).

By execution of this Contract the parties agree that any improvements or other personal property located within the Property that are to be retained by Seller shall be removed or relocated

off of the Property on or before July 31, 2018, or they shall otherwise become subject to removal or relocation by Purchaser, its contractors or agents after that date.

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

Title

3.03. Within seven (7) days from the Effective Date of this Contract, Purchaser shall cause the Title Company to furnish to the Purchaser a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Purchaser may, on or prior to five (5) days after its receipt of the later of the Title Commitment, deliver to Seller in writing such reasonable objections as Purchaser may have to anything contained or set forth in the Title Commitment or the title exception documents. In the event Purchaser timely objects to any matter contained in the Title Commitment or title exception documents, Seller shall have a reasonable period of time after receipt of Purchaser's objections within which Seller may attempt to cure such objections specified by Purchaser; provided, however, Seller shall provide reasonable responsive cooperation and assistance requested by Purchaser to cure any objections, but shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has not yet satisfied each and every of Purchaser's stated title objections within ten (10) days following the date of Purchaser's objections, Purchaser shall elect to either (i) terminate this Contract, or (ii) waive those title objections which Seller has not satisfied and proceed to Closing. In the event Purchaser fails to elect (i) or (ii) in writing within such period, then, and in such event, Purchaser shall be deemed to have elected (ii).

Inspection

Purchaser acknowledges that Seller is providing Purchaser with an opportunity to thoroughly inspect the Property prior to Closing or all purposes, including any concerns with respect to any past, current or future violation of environmental laws or with respect to the presence, either now or in the past, of any hazardous substances at the Property.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

After the Effective Date, Seller agrees that Purchaser shall be entitled to enter upon the Property and to conduct such inspections and audits as Purchaser may reasonably desire.

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

(1) Seller has not entered into any lease or other agreement, whether written or oral, granting any other party the right to possess the Property. To Seller's actual knowledge, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

For purposes of this Contract, wherever the terms "knowledge," "belief," or words of similar import are used with respect to the Seller, such knowledge or belief shall be limited to the actual knowledge of Seller.

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

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO,

ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

SURVIVAL. IT IS AGREED AND UNDERSTOOD THAT THE TERMS AND PROVISIONS OF THIS ARTICLE IV SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Austin Title Company (the "Title Company") or another title company of Purchaser's choosing, on or before July 6, 2018 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price;
- (b) Pay the costs of Closing as required by this Contract.

Prorations

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

Closing Costs

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

- (1) Owner's Title Policy (including the base premium and the cost of all endorsements and special elective coverages) and survey to be paid by Purchaser.
- (2) Deed (including recording costs), tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound; Total Agreement; Modification

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract. This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith, specifically including any letter of intent negotiated by the parties in relation to the Property. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract. This Contract may not be modified or amended, except by an agreement in writing signed by both the Seller and the Purchaser.

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

No Recordation

8.08. Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in the county where the Property is located or any other county in Texas.

Compliance

8.09. In accordance with the requirements of Section 1101.555 of the Texas Real Estate License Act, **PURCHASER IS HEREBY ADVISED THAT IT SHOULD BE FURNISHED WITH OR OBTAIN A POLICY OF TITLE INSURANCE OR PURCHASER SHOULD HAVE THE ABSTRACT COVERING THE PROPERTY EXAMINED BY AN ATTORNEY OF PURCHASER'S OWN SELECTION.**

Effective Date

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

Counterparts

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

Exhibits

8.12. The following Exhibits are attached hereto:

- Exhibit "A": Property metes and bounds legal description
- Exhibit "B": Agreed Deed Form

[signature page follows]

SELLER:

By: _____
SHANNON LYONS

Address: _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

SELLER:

By Sharon Goss ADDRESS
SEANSON LYONS

100 Sarahs Lane
Liberty Hill, TX
78642

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By _____
Dan A. Garre
County Judge

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

Date: _____

EXHIBIT A

County: Williamson County
Roadway: CR. 200

PROPERTY DESCRIPTION
PARCEL 6

BEING A 0.029 ACRE (1,278 SQUARE FEET) TRACT OF LAND OUT OF LOT 5, CIERRA VISTA SUBDIVISION, A PLAT RECORDED IN DOCUMENT NO. 2007078025 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.) AND IN CABINET DD, SLIDE 314 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 5 BEING CONVEYED TO SHANNON LYONS, AN UNMARRIED WOMAN, BY DEED RECORDED IN DOCUMENT NO. 2015097686, O.P.R.W.C., SAID 0.029 ACRES, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed westerly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200) with the south line of said Lot 5, same being the north line of a called 16.66 acre tract of land described in a deed to Pacesetter K9, LLC, recorded in Document No. 2014083146, O.P.R.W.C., and being the southwest corner hereof, from which the calculated southwest corner of said Lot 5 bears S 69°12'10" W, 258.42', from said calculated corner a ½" iron rod with cap stamped "ALLSTAR" found marking the northwest corner of said Lot 5 bears N 34°37'24" W, 207.53' for reference;

1. **THENCE** N 21°03'28" W, across said Lot 5 and with the proposed west R.O.W. line of C.R. 200, 69.58' to a ½" iron rod with plastic cap stamped "SURVTEX" set at the intersection of the proposed west R.O.W. line of C.R. 200 and with the north line of said Lot 5 same being the south line of Lot 4 of said Cierra Vista Subdivision, for the northwest corner hereof;
2. **THENCE** S 81°21'49" E, with the north line of said Lot 5, same being the south line of said Lot 4, 23.02' to a calculated point on the existing west margin of C.R. 200, (no recording information found), same being the common east corner of said Lots 4 and 5, for the northeast corner hereof, from which, a ½" iron rod with cap stamped "3DS" found bears S 68°56'32" W, 0.09' for reference;
3. **THENCE** S 21°03'28" E, with the existing west margin of C.R. 200, same being the east line of said Lot 5, 58.26' to a 3" steel fence post found marking the southeast corner of said Lot 5, same being the northeast corner of said 16.66 acre tract for the southeast corner hereof;

EXHIBIT __

County: Williamson County
Roadway: CR. 200

4. THENCE S 69°12'10" W, with the south line of said Lot 5, same being the north line of said 16.66 acre tract, 20.00' to the POINT OF BEGINNING and containing 0.029 acres (1,278 square feet) of land, more or less.

The bearings shown hereon are based on: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

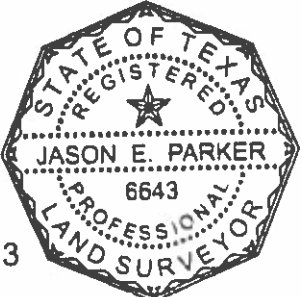
This property description is accompanied by a separate plat of even date.


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

That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

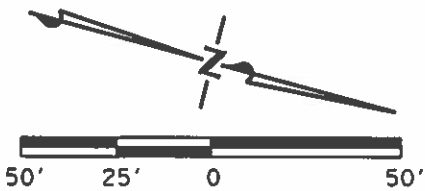
WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 25th day of OCT., 2017, A.D.

SURVTEX LLC
600 W. Whitestone Blvd
Cedar Park, Texas 78613
(512) 249-8875
TBPLS Firm #10084600



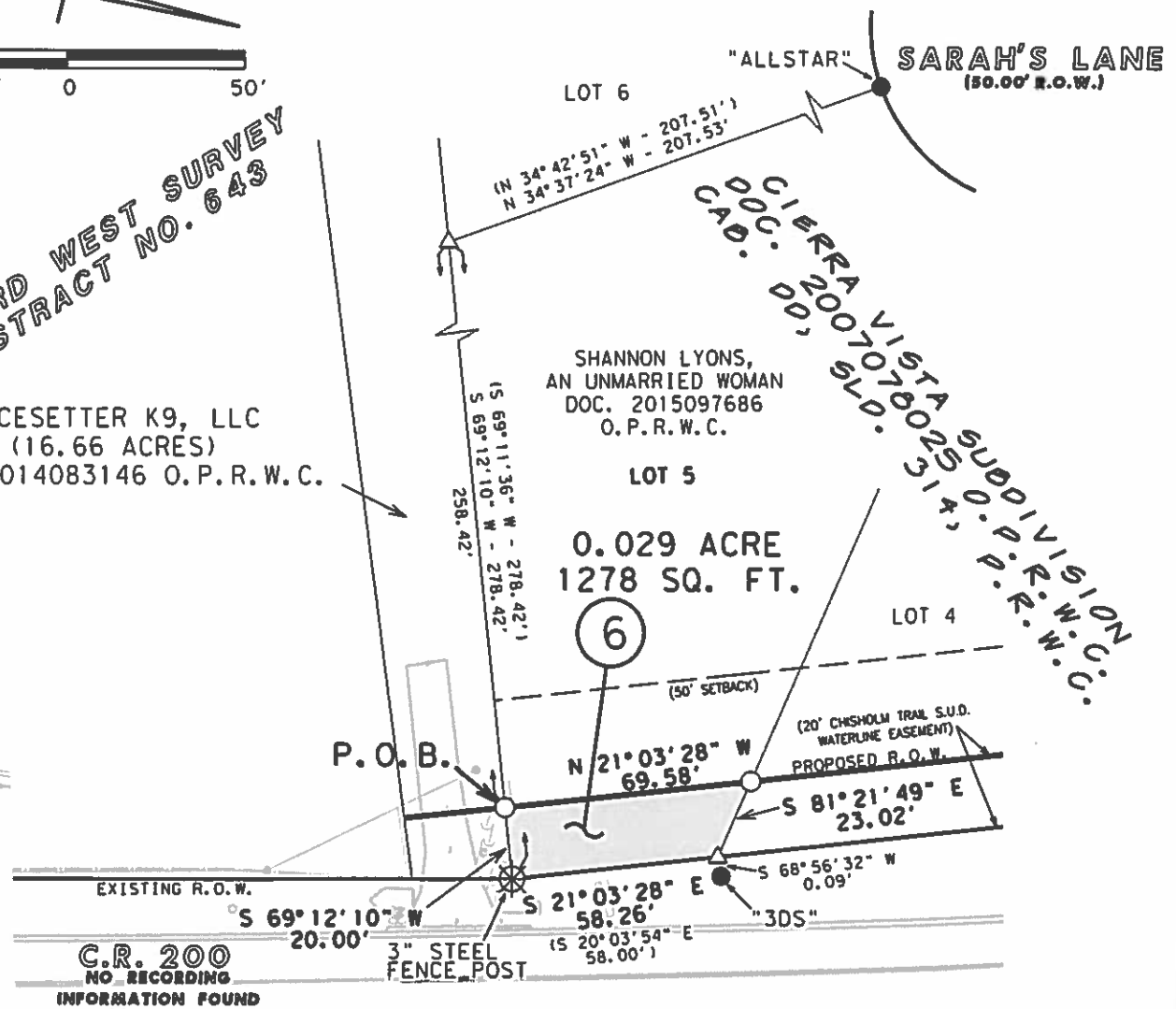


Jason E. Parker
Registered Professional Land Surveyor
No. 6643 – State of Texas



**RICHARD WEST SURVEY
ABSTRACT NO. 643**

**PACESETTER K9, LLC
(16.66 ACRES)
DOC. 2014083146 O.P.R.W.C.**



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE = PLANE X 1.00015).
3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.
4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.
5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

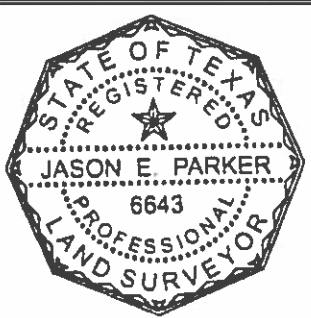
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

10.25.17
DATE

[Signature]
JASON E. PARKER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6643, STATE OF TEXAS

LEGEND

- (UNLESS OTHERWISE NOTED)
- TxDOT TYPE I MONUMENT FOUND
 - 1/2" IRON ROD SET WITH "SURVTEX" CAP
 - 1/2" IRON ROD FOUND
 - △ CALCULATED POINT
 - () RECORD INFORMATION
 - D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 - O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 - O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - P.R.W.C. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.R. POINT OF REFERENCE



PARCEL 6
ACRES: 0.029
HIGHWAY: C.R. 200
ROW CSJ:
COUNTY: WILLIAMSON
SCALE: 1" = 50'
SHEET 3 OF 3



600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
PHONE: (512) 249-8875
FAX (512) 249-5040
TBPLS FIRM NO. 10084600

FILE: P06. dgn

Parcel 6

SPECIAL WARRANTY DEED
CR 200 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **SHANNON LYONS**, 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 0.029-acre (1,278 square feet) tract of land out of Lot 5, Cierra Vista Subdivision, a Plat Recorded in Document No. 2007078025 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.) and in Cabinet DD, Slide 314 of the Plat Records of Williamson County, Texas, said Lot 5 being conveyed to Shannon Lyons, an unmarried woman by Deed Recorded in Document No. 2015097686, O.P.R.W.C., said 0.064 acres being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 200.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

GRANTOR:

By: _____
Shannon Lyons

(Acknowledgement Next Page)

Commissioners Court - Regular Session

33.

Meeting Date: 06/12/2018

2013 Park 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 2013 Park Bond Budget Transfer to move \$3,098.75 from Non-Departmental (P500) to Williamson County Expo Center (P418) of \$2,948.81 and Southwest Regional Park Pavilion (P320) of \$149.94.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Date

06/07/2018 11:14 AM

Started On: 06/07/2018 11:02 AM

Commissioners Court - Regular Session

34.

Meeting Date: 06/12/2018

FY19 Employer, Employee & Cobra Contribution Rates, 2019 Plan Year Changes

Submitted For: Tara Raymore

Submitted By: Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the FY19 employer contribution rates, 2019 benefit plan year employee, retiree, Cobra rates and plan changes as proposed by the Benefit Committee.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Date

06/07/2018 09:15 AM

Started On: 06/06/2018 05:49 PM

Commissioners Court - Regular Session

35.

Meeting Date: 06/12/2018

DPS Cancellation

Submitted For: Dan Gattis

Submitted By: Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Lease Cancellation Agreement by and between Williamson County, as Lessor, and the State of Texas, as Lessee, acting by and through the Texas Facilities Commission, relating to the Texas Department of Public Safety's (DPS) use of Williamson County's property located at 515 Pine Street in Georgetown, TX 78626-5100, due to relocation of DPS, with such cancellation being effective as of May 31, 2018.

Background

Fiscal Impact

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

Attachments

[Lease Cancellation Agreement](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 06/05/2018

Reviewed By

Wendy Coco

Date

06/05/2018 12:34 PM

Started On: 06/04/2018 10:06 AM

Chair
Robert D. Thomas

Commissioners
William R. Allensworth
Steve D. Alvis
Patti C. Jones
Michael J. Novak
Rigoberto "Rigo" Villarreal



**Interim
Executive Director**
John Raff

Mailing address:
P. O. Box 13047
Austin, TX 78711-3047
(512) 463-3446
www.tfc.state.tx.us

CERTIFIED MAIL RECEIPT
91 7199 9991 7035 4479 8203

LEASE CANCELLATION AGREEMENT

Lease: 1688 Georgetown
Term: 09/01/2000 through 08/31/2018

This Lease Cancellation Agreement is made and entered into by and between the LESSOR, **WILLIAMSON COUNTY**, and LESSEE, **STATE OF TEXAS** acting by and through the Texas Facilities Commission, for and on behalf of the occupying agency, the Texas Department of Public Safety (DPS).

The Texas Facilities Commission for and on behalf of the occupying agency, the Texas Department of Public Safety (DPS), hereby cancels the above referenced lease, located at 515 Pine Street in Georgetown, TX 78626-5100, due to relocation of the agency, effective **May 31, 2018**.

This cancellation is by mutual agreement between Lessee and Lessor. Rent will be paid through **May 31, 2018**, and it is hereby acknowledged by Lessor that the Texas Department of Public Safety (DPS) has fully vacated the premises on May 21, 2018.

TEXAS FACILITIES
COMMISSION APPROVED:

APPROVED BY:

Gayla Davis, Director, State Leasing
Services, Planning & Real Estate
Management Division

Williamson County

By: The Honorable Dan A. Gattis

Date: _____

Date: _____

cc: The Honorable Dan A. Gattis, County Judge, Williamson County, via certified mail and email
Lisa Moore, Williamson County, via email
Eddie King, Texas Department of Public Safety
Ginna Harris, Texas Department of Licensing and Regulation
Regina Roberson, Texas Department of Insurance – Fire Safety Inspections, State Fire Marshal’s
Office

jc

Commissioners Court - Regular Session

36.

Meeting Date: 06/12/2018

Non-renewal and termination notice of Inmate Calling Solutions contract for County Sheriff

Submitted For: Robert Chody

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding non-renewal and termination notice of contract to provide inmate telephone services and related commissary goods to inmates in the County jail with Inmate Calling Solutions, LLC, d/b/a ICSolutions.

Background

Contract is nearing its completion and it automatically renews without canceling. The system has been in forced for three years and the County needs to re-bid with new criteria needed for the inmate phone system and the contract requires a 6 month written cancellation notice. The County needs to review and update the system due to the large amount of money paid monthly to the County.

Fiscal Impact

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

Attachments

Notice of Contract Termination

Inmate Telephone Services Contract

Form Review

Inbox

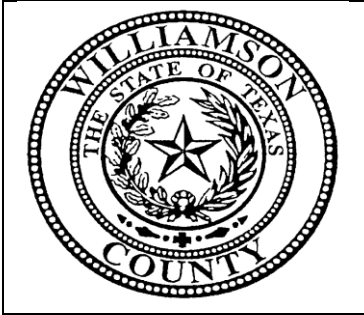
County Judge Exec Asst.
Form Started By: Starla Hall
Final Approval Date: 06/06/2018

Reviewed By

Wendy Coco

Date

06/06/2018 10:42 AM
Started On: 06/05/2018 09:43 AM



**OFFICE OF WILLIAMSON
COUNTY JUDGE**

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE ♦ (512) 943-1662 FAX

June 12, 2018

Inmate Calling Solutions, LLC, d/b/a
ICSolutions
Attn: Legal Dept.
2200 Danbury St.
San Antonio, TX 78217

Via U.S. Certified Mail

In re: Notice of Contract Termination

To Whom It May Concern:

As you are aware, the Williamson County Sheriff's Office has a contract with your company. At the request of the Sheriff's Office, this agreement has been reviewed for non-renewal. The Williamson County Commissioners Court, as the legislative body for the county, has accepted the Sheriff's recommendation for non-renewal in this category of services, including the present contract. Pursuant to the contract (Paragraph VIII.) there is a termination provision stating in relevant part:

This contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving six (6) months written notice thereof.

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such termination will be effective in six (6) months, which is **December 12, 2018.**

Thank you for your prompt attention, assistance, and usual courtesies in this regard.

Sincerely,

Hon. Dan Gattis
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County Sheriff's Office

DG/sos

II.

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

III.

No Assignment: ICS may not assign this contract, without express written consent of the Williamson County Commissioners Court.

IV.

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

V.

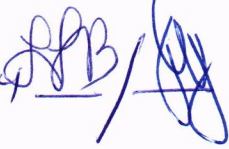
Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph IX above.

VI.

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

As described in the attached 1) Request for Proposal No. 14RFP00222 (and addenda); and 2) ICS's Response and Best & Final Offer, dated July 11, 2014, which are incorporated herein as if copied in full.

VII.

September 30, 2014 

Term of Contract & Termination For Material Economic Change: This Contract shall commence upon the date inmates within the County begin placing telephone calls from the Equipment, which has been estimated to be ~~September 15, 2014~~ (the "Cutover Date"). The initial contract term shall remain in force and effect for three (3) years from the Cutover Date. The Williamson County Commissioners Court reserves the right to extend this Contract, by mutual contract of both parties, as it deems to be in the best interest of The County. If approved, this extension will be in twelve (12) month increments for up to an

additional twenty four (24) months, with the terms and conditions remaining the same. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60 months). Successful Respondent shall notify the Purchasing Director and the Sheriff's Financial Manager when the initial term or when each option term as the case may be, is within six (6) months from the expiration of the Initial Term , or such Option term as provided in this paragraph. Upon occurrence of this event, successful Respondent shall send written notification to the addresses herein provided. Notwithstanding the foregoing, either party may terminate this Contract, based on a material economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. Upon termination of this Contract, The County shall immediately cease any use of any Equipment provided hereunder.

VIII.

Termination For Convenience: This contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving six (6) months written notice thereof.

IX.

Equipment: This Contract applies to the provision of Equipment by ICS within space provided by The County at each of the locations listed on **Exhibit A**, attached hereto (each a "Location"). The term "Equipment" is defined herein as telephone sets and computer systems and software, all as more fully described on **Exhibit B**, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of The County, shall remain in all respects the property of ICS. Notwithstanding the foregoing, any Equipment listed as Additional Technology on **Exhibit B** shall become the property of The County at the end of the initial term of this Contract. ICS shall provide software support & warranty for this Equipment throughout the initial term and each renewal term of this Contract. ICS reserves the right to remove or relocate Equipment (Excluding Additional Technology), which is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to The County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.

X.

Alteration and Attachments: The County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by The County without the express written permission of ICS.

XI.

Training: ICS shall provide one (1) full day of on-site training plus up to two (2) hours of internet-based training at no cost to The County. Additional training may be provided upon The County's request based on availability and quotation from ICS.

XII.

Call Rates: ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on **Exhibit C**, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer.

XIII.

Commissions to The County: ICS will install, operate and maintain Equipment at no charge to The County. ICS will pay The County the commission amounts set forth on **Exhibit D**, attached hereto (collectively the "Commissions"), in consideration of The County granting ICS exclusive rights for the installation and operation of Equipment servicing the Locations. No Commissions shall be paid to The County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS will pay Commissions to The County on a monthly basis on or before the first business day occurring 30 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by The County or wired to an account designated in writing by The County for such purpose.

The County agrees that all Commissions are subject to change based on any changes that may be required by the applicable Public Service Commission or any policy, regulation or tariff of a regulatory body having jurisdiction over the public communications contemplated herein.

Any commissions due under this contract that are not received by the county within 30 days of the close of the previous month, the County is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/366 day year) calculated from the date payment is due.

XIV.

Duties of The County: The County shall:

- a. Advise ICS of any Location or related premise that has been closed.
- b. Throughout the term of this Contract, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telephone services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to The County's Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

XV.

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

XVI.

Good Faith Clause: ICS agrees to act in good faith in the performance of this contract.

XVII.

Confidentiality: Each party expressly agrees that it will not use any incidental confidential information that may be obtained while working within the scope of this Contract for any other purpose or benefit, and agrees that it's personnel will not enter any unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times. (See also Section XXXI hereof).

XVIII.

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

XIX.

Right to Audit: ICS agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of ICS which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. ICS agrees that The County shall have access during normal working hours to all necessary ICS 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 ICS reasonable advance notice of intended audits.

XX.

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

- 1) Request for Proposal No. 14RFP00222 (and addenda);
- 2) ICS's Response and Best & Final Offer, dated July 11, 2014 ;
- 3) Exhibit "A" - Locations;

- 4) Exhibit "B" - Equipment;
- 5) Exhibit "C" - Call Rates ;
- 6) Exhibit "D" - Commissions;
- 7) Required Performance Bond for this project; and
- 8) Any required insurance certificates for this project.

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

XXI.

Performance Bond: ICS shall purchase and maintain the following:

Performance Bond. ICS shall provide a Performance Bond in the amount of \$100,000.00 for this project. The surety for a Performance Bond shall meet the requirements of Texas law.

XXII.

Risk of Loss: ICS shall relieve The County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, The County shall be responsible for any loss or damage to Equipment located on the premise directly caused by the sole fault or sole negligence of The County, its employees or others under The County's supervision.

XXIII.

Default: In the event either party shall be in breach or default of any terms, conditions, or covenants of this Contract and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Contract without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.

XXIV.

Notice. Any notice required to be given under the terms of this Contract shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:

WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626

GENERAL COUNSEL:

GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

SHERIFF'S OFFICE:

WILLIAMSON COUNTY SHERIFF
508 S. ROCK STREET
GEORGETOWN, TEXAS 78626

ICS:

INMATE CALLING SOLUTIONS, LLC
D/B/A ICSOLUTIONS
2200 DANBURY STREET
SAN ANTONIO, TEXAS 78217
ATTN: LEGAL DEPT.

XXV.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

XXVI.

Force Majeure: Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.

XXVII.

Special ADA: ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to The County.

XXVIII.

Limitation of Liability: IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF

GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS CONTRACT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

XXIX.

Warranty: Subject to The County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to The County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. The County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As The County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by The County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICSOLUTIONS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INTIALLY ACCEPTED BY THE COUNTY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCURRED UPON THE GENERATION OF CALL REVENUE.

XXX.

No Hire/No Solicit: During the term of this Contract, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Contract, without the express written consent of the other party.

XXXI.

Confidentiality of Technological Information: During the term of this Contract, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Contract (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Contract. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Contract for a period of three (3) years.

This Contract shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Contract shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

XXXII.

License to Use Software: With respect to the Equipment provided under this Contract, ICS hereby grants to The County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer[®] software in performance of this Contract including, where applicable to the purposes hereunder, such Use on computers owned by The County. Such license is specific to The County and Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Contract. Upon the termination hereof, this license and all rights of The County to Use the Enforcer[®] software will expire and terminate. The County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer[®] software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer[®] software.

XXXIII.

Third Party Software: Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.

XXXIV.

Taxes: Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.

XXXV.

Insurance: At all times during the Term of this Contract, ICS shall maintain in effect the following types and amounts of insurance:

- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
- b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
- c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from The County.

XXXVI.

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

WITNESS the signatures of all parties in duplicate originals this the 12th day of August, 2014.

WILLIAMSON COUNTY:


Authorized Signature

Inmate Calling Solutions, LLC (ICS):


Authorized Signature

Exhibit A - Locations

Principal Business Address

Williamson County Sheriff's Office
508 S. Rock Street
Georgetown, TX 78626

Service Location

Williamson County Sheriff's Office
508 S. Rock Street
Georgetown, TX 78626

Commission will be Paid To:

Williamson County Sheriff's Office
508 S. Rock Street
Georgetown, TX 78626

Exhibit B - Equipment

Centralized ENFORCER[®] call processing

111 x Inmate Telephones

2 x Portable inmate telephones

57 x Visitation Phone, wired to The ENFORCER[®] for monitoring & recording

Interface to the County's Tyler JMS for PIN automation

Keefe Commissary & Banking System Integration:

DirectLink Cardless Debit Calling

Over-the-Phone Commissary Ordering / Balance Checking

The ENFORCER[®] Investigative Suite

Word Detective[®] phoneme-based keyword search powered by Nexidia

Pre-Call Biometric Voice Verification ("Voice Print")

Data Detective Data Mining / Link Analysis

The ENFORCER[®] IVR Suite (efficiency tools)

The AttendantSM informational IVR for inmates and public callers

The CommunicatorSM 100% paperless inmate communications portal

Online storage of inmate call recordings and data for the life of the contract

Exhibit C – Call Rates

The following rates will apply to calls originating from County:

Collect Calls		
Tariff Type	Surcharge	Per Minute
Local	\$0.00	\$0.25
IntraLATA	\$0.00	\$0.25
Intrastate	\$0.00	\$0.25
Interstate	\$0.00	\$0.25

PrePaid Calls		
Tariff Type	Surcharge	Per Minute
Local	\$0.00	\$0.21
IntraLATA	\$0.00	\$0.21
Intrastate	\$0.00	\$0.21
Interstate	\$0.00	\$0.21

Debit & Debit Card Calls		
Tariff Type	Surcharge	Per Minute
Local	\$0.00	\$0.21
IntraLATA	\$0.00	\$0.21
Intrastate	\$0.00	\$0.21
Interstate	\$0.00	\$0.21
International	\$0.00	\$0.50

Note:

Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and the U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes and regulatory fees.

Billing & Funding Fee

- Billing Fees = Waived
- Debit & Credit Card = \$7.95 per deposit
- Western Union & Mail In = Free

Exhibit D – Commissions

ICS shall pay to County a Commission of **84.1%** of the total gross revenue generated for all call types originating from County locations

ICS further commits to a **Minimum Annual Guarantee (MAG)** of **\$555,000** per full contract year. Commissions will be calculated and paid monthly as specified in the body of the contract based on the percentage shown above. At the end of the first full year of service, the commission total for the first twelve full months of service will be added and compared to the Minimum Annual Guarantee amount. If the Minimum Annual Guarantee is greater than the 12 month commission total, ICS will pay County the difference. If the twelve month total exceeds the Minimum Annual Guarantee; no additional amount is due to County. The same exercise will be repeated at the end of every full contract year.

The MAG calculation is based on the current average daily inmate population with access to telephones materially consistent with industry practice. In the event there is a material decrease in the average daily inmate population, then the parties will renegotiate the MAG in good faith to reach mutual agreement on an appropriate adjustment.

Commissioners Court - Regular Session

37.

Meeting Date: 06/12/2018

Termination notice of Literacy Council for County Sheriff

Submitted For: Robert Chody

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding termination notice of services provided by the Literacy Council to the Williamson County Sheriff's Office.

Background

The program is mainly in reference to obtaining GED's for inmates. The Sheriff's Office has obtained the documentation to begin the proctoring process on our own and the main instructor will continue to provide his services directly to the County enabling the program to continue in house rather than through the Literacy Council. The contract requires a 30 day written cancellation notice.

Fiscal Impact

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

Attachments

Notice of Contract Termination

Education Service Contract

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Starla Hall
Final Approval Date: 06/06/2018

Reviewed By

Wendy Coco

Date

06/06/2018 04:03 PM
Started On: 06/05/2018 10:43 AM



**OFFICE OF WILLIAMSON
COUNTY JUDGE**

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE ♦ (512) 943-1662 FAX

June 12, 2018

Literacy Council of Williamson County
Attn: Gloria Cueba
2411 Williams Dr., Ste. 1
Georgetown, TX 78628

In re: Notice of Contract Termination for Educational Services

To Whom It May Concern:

As you are aware, the Williamson County Sheriff's Office has used your organization in the past to provide educational services to inmates in the county jail. The original agreement was for fiscal year 2010, and it has automatically renewed since that time. At the request of the Sheriff's Office, this agreement has been reviewed for non-renewal. The Williamson County Commissioners Court, as the legislative body for the county, has accepted the Sheriff's recommendation for non-renewal in this category of services, including the present contract. Pursuant to the contract, there is a termination provision stating in relevant part:

The County may terminate this Contract for convenience and without cause or further liability upon thirty (30) days written notice to Provider.

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such termination will be effective **July 31, 2018**.

Thank you for your prompt attention, assistance, and usual courtesies in this regard.

Sincerely,

Hon. Dan Gattis
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County Sheriff's Office

DG/sos

EDUCATIONAL SERVICES CONTRACT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Educational Services Contract (the "Contract") is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and the Literacy Council of Williamson County (the "Provider").

WHEREAS, the Williamson County Sheriff's Department (the "Department"), acting by and through County, desires to provide educational services to inmates at the Williamson County Jail, residents of the Central Texas Treatment Center (CTTC) and adults on probation with Williamson County (the Services");

WHEREAS, Provider has the professional ability and expertise to provide the Services;

NOW, THEREFORE, County and Provider agree to the performance of the educational services by Provider and the payment for these services by County as follows:

TERM OF AGREEMENT: The term of this services contract shall be a period of twelve months from the effective date of this contract, October 1, 2009 to September 30, 2010. This service contract will automatically renew each year unless terminated by either party under the terms of this contract.

PAYMENTS: The County agrees to pay \$187,240 in twelve monthly installments. County's payment for such services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by 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 County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Provider of the discrepancy. Following County's notification of any discrepancy, Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

PROVIDER SERVICES: The Provider agrees to provide the following under this contract:

- Administration and management of PROJECT: BETTER CHANCE to include supervision of program and administrative personnel and fiscal control that provides for an annual audit;
- Adult education instruction-GED preparation for all qualifying participants. English literacy will be provided on an as available basis for participants and if there is available time slotted for the program.

- Hiring and supervision of program staff and volunteers. Ongoing training for program instructors and volunteers.
- Academic assessment of program participants and placement in a tutoring program at their appropriate educational level designed to enhance their literacy and/or academic skills;
- Project: Better Chance program awareness and recruitment of program participants;
- Maintenance of participant records and generation of reports to Williamson County.

CONFIDENTIALITY, RECORDS RETENTION: The Provider shall maintain for inspection and examination all offender (participant) records associated with the contract for the contract life. The Provider shall ensure that individuals having access to or custody of participant records understand that they are confidential and may not be shared with any outside agency or individual without a valid release being signed by the participant. The Provider agrees to assume responsibility for maintaining confidentiality of participant records. The Provider will notify the County immediately upon receipt of any legal process requiring disclosure of records of participants.

DISCLOSURE OF INFORMATION: Any personal or other information about an participant shall be used only for the purpose of carrying out the provisions of this contract, and shall not be divulged in any manner to any person except as necessary for the performance of this contract.

SECURITY OF STAFF AND VOLUNTEERS: The Department and County agree to provide:

- Assign one Williamson County Jail security officer to PROJECT: BETTER CHANCE and provide oversight of the Williamson County Jail security officer. The cost of the security officer will be reimbursed to the Department on a monthly basis;
- Provide the security officer at the Williamson County Jail with information necessary to perform the job, including providing for time to attend Provider's staff meetings at least two times per year;
- Provide necessary training to Provider staff and volunteers, as needed, to ensure maximum safety and project compliance with Williamson County Jail and CTTC policies and procedures;
- Share information on adult probationers pertaining to their offense, and maximizing safety of Provider staff and volunteers by referring only potentially non-violent, adult probationers to the PROJECT: BETTER CHANCE program.

LAW: Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Williamson County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

SEVERABILITY: If any provision of this services contract be declared invalid, such provision shall be inapplicable and deemed omitted, but the remaining provisions, including the default and remedy provisions, shall remain in fore and effect.

NO THIRD PARTY BENEFICIARIES. This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

COMPLIANCE WITH LAWS. Each party to this Contract shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

INDEPENDENT CONTRACTOR RELATIONSHIP. Each party to this Contract, 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.

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.

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.

FORCE MAJEURE. Except for circumstances of a party's own negligence, neither party will be liable for its failure to perform any of its obligations under this Contract due to a cause beyond its reasonable control including, but not limited to Acts of God, fire, flood, explosion, strikes, lock outs or other industrial disturbances, laws, rules and regulations or orders of any duly constituted government authority or non-availability of materials or transportation (each a "Force Majeure Event").

INDEMNIFICATION BY PROVIDER. THE COUNTY AND DEPARTMENT SHALL NOT BE HELD LIABLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY THE PROVIDER FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OF EVERY KIND, FOR INJURY TO AND DEATH OF ANY PERSONS AND FOR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF OR ATTRIBUTED, DIRECTLY OR INDIRECTLY, TO THE OPERATIONS, PERFORMANCE OR NEGLIGENCE OF THE PROVIDER AND ITS EMPLOYEES, AGENTS AND VOLUNTEERS UNDER THIS CONTRACT.

NO INDEMNIFICATION BY COUNTY. Provider acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to Provider; therefore, all

references of any kind to County indemnifying, holding or saving harmless any other party, including but not limited to Provider, for any reason whatsoever are hereby deemed void and deleted.

NON-FUNDING: In the event that the County has not provided sufficient funding to complete its obligation under this Contract, than for any period of time that funding is lacking, Provider is relieved of its obligation of performance. Further, the County, under such non-funding event may, at its option, exercise its right of termination of services. Non-funding shall also operate to relieve Provider of its obligations under this Contract.

NON-PERFORMANCE: In the event either party fails to satisfactorily meet the performance terms of this Contract as determined by either party, the County or Provider may exercise its right to terminate this contract upon 30 days written notice

TERMINATION FOR CONVENIENCE. The County may terminate this Contract for convenience and without cause or further liability upon thirty (30) days written notice to Provider. In the event of termination, it is understood and agreed that only the amounts due to Provider for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Contract for convenience.

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

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date listed below.

Williamson County, Texas

By: [Signature]
Title: _____
Date: 12-2-09

Literacy Council of Williamson County, TX
By: [Signature]
Title: Executive Director
Date: 11-20-09

Approved as to form:

By: [Signature]
Hal C. Hawes
Assistant County Attorney

By: [Signature]
James R. Gilger
Contract Auditor

Commissioners Court - Regular Session

38.

Meeting Date: 06/12/2018

Award, Exemption and Execution of Cambria Cavern Mitigation Contract

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 exempting Mitigation Services for Cambria Cavern, Cambria Drive and Ephraim Road from the competitive bidding requirements per Texas Local Government Code Section 262.024 (a) (1) and 262.024 (a) (2) and approving contract with Chasco Constructors, LTD, L.L.P. in the amount of \$530,425.00 and authorizing execution of the agreement.

Background

This exemption is necessary in order to perform urgent and essential work on the Cambria Cavern. Work will include: reopening the roadway, safeguarding the environment, and protecting health and safety. Quotes were solicited from five (5) vendors and only two (2) responded. After evaluation of the two (2) quotes received it was determined that Chasco provided the lowest and best quote to provide the services requested. This project is funded from 0200-0210-003599

Fiscal Impact

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

Attachments

[Chasco Bid](#)

[Bid Tab](#)

[Recommendation Letter](#)

[Agreement](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 06/07/2018

Reviewed By

Kerstin Hancock
Wendy Coco

Date

06/07/2018 11:16 AM
06/07/2018 11:19 AM
Started On: 06/07/2018 08:09 AM

PROJECT:

Williamson County Karst Mitigation

BIDDER:

Chasco Constructors

TOTAL BID:

\$530,425.00

COMPLETION TIME:

Not Required

BIDDER INFO:

2801 E. Old Settlers Blvd
104
Round Rock, TX 78665
P: 512-244-0600
F: 512-244-6085

Chasco Constructors

5/22/2018

PROJECT	OWNER (OR GC IF WORK IS A SUBCONTRACT)	ARCHITECT (OR ENGINEER IF PROJECT IS CIVIL WORK ONLY)	DESCRIPTION	FINAL CONTRACT AMOUNT	SERVICES PROVIDED	PROJECT START DATE	ORIGINAL CONTRACT LENGTH	ACTUAL COMPLETION DATE
RRISD NEW WESTSIDE TRANSPORTATION CENTER ROUND ROCK, TX	ROUND ROCK ISD MR. TERRY ALFORD (Now with Pflugerville ISD) (512) 594-0243	GSC ARCHITECTS MS. RENU RAZDAN (512) 433-2543	NEW BUS MAINTENANCE FACILITY FOR ROUND ROCK INDEPENDENT SCHOOL DISTRICT. INCLUDES TRAINING AND ADMINISTRATIVE FACILITIES, A BUS MAINTENANCE AND REPAIR FACILITY, BUS WASH, FUELING ISLAND AND PARKING FOR OVER 200 SCHOOL BUSESSES. MANY LARGE AND SMALL KARST FEATURES WERE ENCOUNTERED ON THIS JOB. SEVERAL METHODS WERE USED TO REMEDIATE THE FEATURES, FROM FILLING THEM WITH CONCRETE TO SANDBAGGING AND USING GRADED ROCK FILLS, ALL UNDER THE SUPERVISION OF A CERTIFIED GEOLOGIST.	\$6,720,690.00	GENERAL CONTRACTOR	Jan-12	300 CD	Mar-13
PEARSON RANCH ROAD AUSTIN, TX	ROUND ROCK IND. SCHOOL DISTRICT TERRY ALFORD (512) 464-5953	CUNNINGHAM ALLEN, INC SEAN FRIEND (512) 327-2946	THIS PROJECT CONSISTED OF 7,000 LF OF ROAD WORK INCLUDING 115,000 CY OF EXCAVATION, 29,000 SY OF ASPHALT PAVING, 58,000 TONS OF FLEX BASE, 20,600 LF OF CURB & GUTTER AND 69,000 SF OF SIDEWALK, THERE WERE ALSO 2 DETENTION PONDS, 8,600 LF OF WATER, 10,200 LF OF WASTEWATER, 33 EA WASTEWATER MANHOLES, 9,200 LF OF STORM SEWER AND 44 EA INLETS/STORM SEWER MANHOLES. MANY LARGE AND SMALL KARST FEATURES WERE ENCOUNTERED ON THIS JOB. SEVERAL METHODS WERE USED TO REMEDIATE THE FEATURES, FROM FILLING THEM WITH CONCRETE TO BRIDGING OVER ONE LARGE CAVE, ALL UNDER SUPERVISION OF A CERTIFIED GEOLOGIST.	\$8,704,475.00	GENERAL CONTRACTOR	Aug-11	365 CD	Mar-13
ENGLAND ELEMENTARY SCHOOL UTILITIES AUSTIN, TX	CHARTER BUILDERS SCOTT GERMAN (972) 484-4888	CUNNINGHAM ALLEN, INC SEAN FRIEND (512) 327-2946	THIS PROJECT CONSISTED OF 1 DETENTION POND, 3,600 LF OF WATER, 2,700 LF OF WASTEWATER, 12 EA OF WASTEWATER MANHOLES, 6,600 LF OF STORM SEWER AND 36 INLETS. MANY LARGE AND SMALL KARST FEATURES WERE ENCOUNTERED ON THIS JOB. SEVERAL METHODS WERE USED TO REMEDIATE THE FEATURES, FROM FILLING THEM WITH CONCRETE TO SANDBAGGING AND USING GRADED ROCK FILLS, ALL UNDER THE SUPERVISION OF A CERTIFIED GEOLOGIST.	\$1,607,975.00	SUBCONTRACTOR	Sep-11	240 CD	Nov-12
WOODLAND PARK SECTION 6A GEORGETOWN, TX	JJSM DEVELOPMENT, INC. JIMMY JACOBS (512) 844-4333	COULTER ENGINEERING JAMES COULTER (512) 248-1800	THIS SMALL SUBDIVISION INCLUDED STREETS, STORM, AND UTILITIES. WHILE SAWING TRENCH FOR THE UTILITIES AND STORM, MULTIPLE KAST AND CAVE FEATURES WERE DISCOVERED. THE OWNER HAD THEM SURVEYED AND MAPPED. REMEDIATION PLANS WERE PREPARED WHICH CONSISTED OF THE FOLLOWING REMEDIATION WORK: KARST FEATURES WERE CLEANED, SANDBAGGED, AND CONCRETED. LARGER KARST FEATURES WERE CLEANED, WOOD-FORMED, AND CONCRETED. THE LARGE OPENINGS WERE STEEL AND TIMBER FORMED, REBAR PLACED, AND CONCRETE POURED TO SEAL THE OPENING. THIS PROJECT ALSO INCLUDED POND WORK.	\$364,196.35	GENERAL CONTRACTOR	May-11	90 CD	Aug-11
WOODLAND PARK WEST 2B, 6B & 7 GEORGETOWN, TX	JJSM DEVELOPMENT, INC. JIMMY JACOBS (512) 844-4333	AUSTIN ENGINEERING KEITH PARKAN (512) 306-0018	THIS SMALL SUBDIVISION INCLUDED STREETS, STORM, AND UTILITIES. WHILE SAWING TRENCH FOR THE UTILITIES AND STORM, MULTIPLE KAST AND CAVE FEATURES WERE DISCOVERED. THE OWNER HAD THEM SURVEYED AND MAPPED. REMEDIATION PLANS WERE PREPARED WHICH CONSISTED OF THE FOLLOWING REMEDIATION WORK: KARST FEATURES WERE CLEANED, SANDBAGGED, AND CONCRETED. LARGER KARST FEATURES WERE CLEANED, WOOD-FORMED, AND CONCRETED. THE LARGE OPENINGS WERE STEEL AND TIMBER FORMED, REBAR PLACED, AND CONCRETE POURED TO SEAL THE OPENING. ONE OPENING IN THE BOTTOM OF THE TRENCH WAS A CAVE OPENING WITH A DROP OF 20 FOOT TO THE FLOOR. STEEL BEAMS WERE USED TO SPAN THE OPENING, WOOD FORMS WERE PLACED, REBAR INSTALLED AND A THICK CONCRETE CAP WAS POURED.	\$773,783.80	GENERAL CONTRACTOR	Jan-14	90 CD	Apr-14

**RESOLUTION
OF
CHASCO CONTRACTING GP, LLC,
Texas Limited Liability Company (“Company”)
In its capacity as general partner of
CHASCO CONSTRUCTORS, LTD., LLP
a Texas Limited Partnership (“Partnership”)**

We, being all of the managers of the Company organized under the Texas Limited Liability Company Act, do by this writing consent to take the following action and adopt the following resolutions:

RESOLVED, the Company is manager ruled.

RESOLVED, that the following persons will serve in the capacity so indicated on behalf of the Partnership when the Partnership is acting as General Partner of Chasco Constructors, Ltd., L.L.P.:

<u>Name of Person</u>	<u>Title</u>
Charles J. Glace, Jr.	President
Anthony J. Glace	Vice President
Charles R. King	Vice President, Secretary and Treasurer

RESOLVED, that subject to the supervisory powers, if any, as may be given by the Company, the President shall be the chief executive officer of the Partnership and shall, in general, supervise and control all of the business and affairs of the Partnership. He shall see that all orders and resolutions of the Company are carried out, subject however, to the right of the Company to delegate specific powers, to any other officer of the Partnership. The President shall preside at all meetings of the Partnership. The President may execute any deeds, mortgages, bonds, contracts, or other instruments, in the name of the Partnership, except in cases where the signing and execution thereof shall be delegated by the Company, to some other officer or agent of the Partnership, or shall be required by law to be otherwise signed and executed. The President shall have such other powers and perform such other duties as from time to time may be prescribed by the Company.

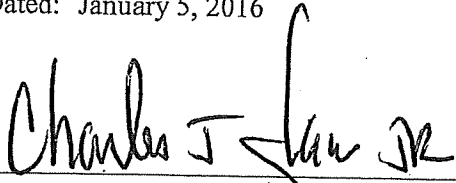
RESOLVED, that in the absence or disability of the President, the Vice President shall perform all the duties of the President. When so acting the Vice President shall have all the powers of and be subject to all of the restrictions upon the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for him by the President. If there is more than one Vice-President, the Senior Vice Presidents, in order of their rank as fixed by the President, or if not ranked, the Vice-President designated by the President, shall perform all of the duties of the President. When so acting the Vice President shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the President.

RESOLVED, that the Secretary shall attend all meetings of the Partnership and shall record all votes and the minutes of all proceedings in a book suitable for that purpose. He shall give or cause to be given notice of all meetings of the Partnership. The Secretary shall have such other powers and perform such other duties as from time to time may be prescribed by the President.

RESOLVED, that the Treasurer shall have the custody of the Partnership funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Partnership and shall deposit all moneys and other valuable effects in the name and to the credit of the Partnership in such depositories as may be designated by the President. The Treasurer shall disburse the funds of the Partnership as may be ordered by the President, taking proper vouchers for such disbursements. He shall keep and maintain or cause to be kept and maintained, the Partnership's books of account and shall render to the President an account of all his transactions as Treasurer and of the financial condition of the Partnership and exhibit his books, records and accounts to the President at any reasonable time. He shall disburse funds for capital expenditures as authorized by the President in accordance with the orders of the President, and present to the President for attention any requests for disbursing funds if in the judgment of the Treasurer any such request is not properly authorized. He shall make a detailed annual report of the entire business and financial condition of the Partnership. If required by the President, he shall give the Partnership a bond in such sum and with such surety or sureties as shall be satisfactory to the President for the faithful performance of the duties of his office and for the restoration to the Partnership, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Partnership. The Treasurer shall have such other powers and perform such other duties as from time to time may be prescribed by the President.

This written consent may be executed in one or more counterparts, all of which together shall be one and the same instrument.

Dated: January 5, 2016



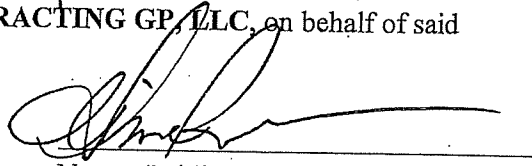
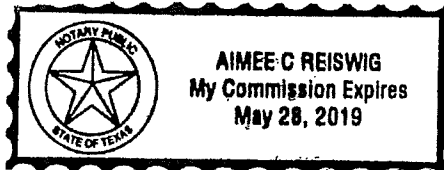
CHARLES J. GLACE, JR., Manager

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on February 15, 2016, by Charles J. Glace, Jr., in his capacity as Manager of **CHASCO CONTRACTING GP, LLC**, on behalf of said limited liability company.


Notary Public, State of Texas



Office of the Secretary of State

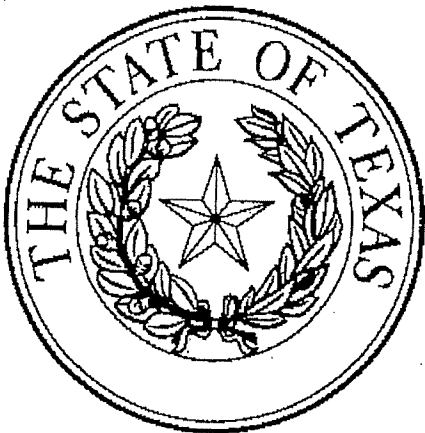
Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Limited Partnership for CHASCO CONSTRUCTORS, LTD., L.L.P. (file number 800156680), a Domestic Limited Partnership (LP), was filed in this office on December 27, 2002.

It is further certified that the entity status in Texas is in existence.

Delayed Effective date: December 31, 2002

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on March 15, 2010.



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State



Franchise Tax Account Status

As of: 05/29/2013 11:16:56 AM

This Page is Not Sufficient for Filings with the Secretary of State

CHASCO CONSTRUCTORS, LTD., L.L.P.

Texas Taxpayer Number 11418625213

Mailing Address PO BOX 1057
ROUND ROCK, TX 78680-1057

Right to Transact Business in ACTIVE
Texas

State of Formation TX

Effective SOS Registration 12/31/2002
Date

Texas SOS File Number 0800156680

Registered Agent Name CHARLES J GLACE

Registered Office Street 2801 E. OLD SETTLERS BLVD.
Address ROUND ROCK, TX 78665

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: Chasco Constructors Ltd., LLP., by Chasco Contracting, GP, LLC., i
Address: PO Box 1057
Round Rock, TX 78680

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner: Williamson County
Project Name: Mitigation of Cambria Cavern, Cambria Drive and Ephraim Road

TYPE OF WORK:

Earthwork, Concrete

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Rick Risener
Title: Chief Estimator
Phone: (512) 244-0600
Email: bids@chasco.com

5. **AFFILIATED COMPANIES:**

Name: _____

Address: _____

6. **TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: August 1, 1979

Type of Partnership: Limited Liability

Name of General Partner(s): Chasco Contracting, GP, LLC.

CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

7. **CONSTRUCTION EXPERIENCE:**

Previous Experience:

List on **Schedule A** similar projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Chasco Constructors Ltd., LLP., by
Chasco Contracting, GP, LLC., its GP

BY: Charles J. [Signature]

TITLE: President

REQUIRED ATTACHMENTS

1. Schedule A (Previous Experience).

SCHEDULE A

PREVIOUS EXPERIENCE (Include similar Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
*See Attached	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

Chasco Constructors

5/22/2018

PROJECT	OWNER (OR GC IF WORK IS A SUBCONTRACT)	ARCHITECT (OR ENGINEER IF PROJECT IS CIVIL WORK ONLY)	DESCRIPTION	FINAL CONTRACT AMOUNT	SERVICES PROVIDED	PROJECT START DATE	ORIGINAL CONTRACT LENGTH	ACTUAL COMPLETION DATE
RRISD NEW WESTSIDE TRANSPORTATION CENTER ROUND ROCK, TX	ROUND ROCK ISD MR. TERRY ALFORD (Now with Pflugerville ISD) (512) 594-0243	GSC ARCHITECTS MS. RENU RAZDAN (512) 433-2543	NEW BUS MAINTENANCE FACILITY FOR ROUND ROCK INDEPENDENT SCHOOL DISTRICT. INCLUDES TRAINING AND ADMINISTRATIVE FACILITIES, A BUS MAINTENANCE AND REPAIR FACILITY, BUS WASH, FUELING ISLAND AND PARKING FOR OVER 200 SCHOOL BUSESSES. MANY LARGE AND SMALL KARST FEATURES WERE ENCOUNTERED ON THIS JOB. SEVERAL METHODS WERE USED TO REMEDIATE THE FEATURES, FROM FILLING THEM WITH CONCRETE TO SANDBAGGING AND USING GRADED ROCK FILLS, ALL UNDER THE SUPERVISION OF A CERTIFIED GEOLOGIST.	\$6,720,690.00	GENERAL CONTRACTOR	Jan-12	300 CD	Mar-13
PEARSON RANCH ROAD AUSTIN, TX	ROUND ROCK IND. SCHOOL DISTRICT TERRY ALFORD (512) 464-5953	CUNNINGHAM ALLEN, INC SEAN FRIEND (512) 327-2946	THIS PROJECT CONSISTED OF 7,000 LF OF ROAD WORK INCLUDING 115,000 CY OF EXCAVATION, 29,000 SY OF ASPHALT PAVING, 58,000 TONS OF FLEX BASE, 20,600 LF OF CURB & GUTTER AND 69,000 SF OF SIDEWALK, THERE WERE ALSO 2 DETENTION PONDS, 8,600 LF OF WATER, 10,200 LF OF WASTEWATER, 33 EA WASTEWATER MANHOLES, 9,200 LF OF STORM SEWER AND 44 EA INLETS/STORM SEWER MANHOLES. MANY LARGE AND SMALL KARST FEATURES WERE ENCOUNTERED ON THIS JOB. SEVERAL METHODS WERE USED TO REMEDIATE THE FEATURES, FROM FILLING THEM WITH CONCRETE TO BRIDGING OVER ONE LARGE CAVE, ALL UNDER SUPERVISION OF A CERTIFIED GEOLOGIST.	\$8,704,475.00	GENERAL CONTRACTOR	Aug-11	365 CD	Mar-13
ENGLAND ELEMENTARY SCHOOL UTILITIES AUSTIN, TX	CHARTER BUILDERS SCOTT GERMAN (972) 484-4888	CUNNINGHAM ALLEN, INC SEAN FRIEND (512) 327-2946	THIS PROJECT CONSISTED OF 1 DETENTION POND, 3,600 LF OF WATER, 2,700 LF OF WASTEWATER, 12 EA OF WASTEWATER MANHOLES, 6,600 LF OF STORM SEWER AND 36 INLETS. MANY LARGE AND SMALL KARST FEATURES WERE ENCOUNTERED ON THIS JOB. SEVERAL METHODS WERE USED TO REMEDIATE THE FEATURES, FROM FILLING THEM WITH CONCRETE TO SANDBAGGING AND USING GRADED ROCK FILLS, ALL UNDER THE SUPERVISION OF A CERTIFIED GEOLOGIST.	\$1,607,975.00	SUBCONTRACTOR	Sep-11	240 CD	Nov-12
WOODLAND PARK SECTION 6A GEORGETOWN, TX	JJSM DEVELOPMENT, INC. JIMMY JACOBS (512) 844-4333	COULTER ENGINEERING JAMES COULTER (512) 248-1800	THIS SMALL SUBDIVISION INCLUDED STREETS, STORM, AND UTILITIES. WHILE SAWING TRENCH FOR THE UTILITIES AND STORM, MULTIPLE KAST AND CAVE FEATURES WERE DISCOVERED. THE OWNER HAD THEM SURVEYED AND MAPPED. REMEDIATION PLANS WERE PREPARED WHICH CONSISTED OF THE FOLLOWING REMEDIATION WORK: KARST FEATURES WERE CLEANED, SANDBAGGED, AND CONCRETED. LARGER KARST FEATURES WERE CLEANED, WOOD-FORMED, AND CONCRETED. THE LARGE OPENINGS WERE STEEL AND TIMBER FORMED, REBAR PLACED, AND CONCRETE POURED TO SEAL THE OPENING. THIS PROJECT ALSO INCLUDED POND WORK.	\$364,196.35	GENERAL CONTRACTOR	May-11	90 CD	Aug-11
WOODLAND PARK WEST 2B, 6B & 7 GEORGETOWN, TX	JJSM DEVELOPMENT, INC. JIMMY JACOBS (512) 844-4333	AUSTIN ENGINEERING KEITH PARKAN (512) 306-0018	THIS SMALL SUBDIVISION INCLUDED STREETS, STORM, AND UTILITIES. WHILE SAWING TRENCH FOR THE UTILITIES AND STORM, MULTIPLE KAST AND CAVE FEATURES WERE DISCOVERED. THE OWNER HAD THEM SURVEYED AND MAPPED. REMEDIATION PLANS WERE PREPARED WHICH CONSISTED OF THE FOLLOWING REMEDIATION WORK: KARST FEATURES WERE CLEANED, SANDBAGGED, AND CONCRETED. LARGER KARST FEATURES WERE CLEANED, WOOD-FORMED, AND CONCRETED. THE LARGE OPENINGS WERE STEEL AND TIMBER FORMED, REBAR PLACED, AND CONCRETE POURED TO SEAL THE OPENING. ONE OPENING IN THE BOTTOM OF THE TRENCH WAS A CAVE OPENING WITH A DROP OF 20 FOOT TO THE FLOOR. STEEL BEAMS WERE USED TO SPAN THE OPENING, WOOD FORMS WERE PLACED, REBAR INSTALLED AND A THICK CONCRETE CAP WAS POURED.	\$773,783.80	GENERAL CONTRACTOR	Jan-14	90 CD	Apr-14

BID FORM

Mitigation for Cambria Cavern, Cambria Drive and Ephraim

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient.....	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid	3
Article 6 – Time of Completion	6
Article 7 – Attachments to this Bid	6
Article 8 – Defined Terms	6
Article 9 – Bid Submittal	7

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

J. Terron Evertson, PE, County Engineer, via www.civcastusa.com

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>Addendum #1</u>	<u>May 18, 2018</u>
<u>Addendum #2</u>	<u>May 22, 2018</u>
<u>Addendum #3</u>	<u>May 24, 2018</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Qty	Unit	Description	Unit Price	Total Price
1	30	SY	Removal of existing concrete sidewalk per TCEQ regulations for: <u>Nineteen Dollars and Fifty Cents</u>	\$19.50	\$585.00
2	80	SY	Demolition (Sawcut curb & gutter, existing wood cover, miscellaneous items) needed prior to reconstruction for: <u>Sixty One Dollars and No Cents</u>	\$61.00	\$4,880.00
3	70	SY	Excavation of full depth pavement removal to 24" for: <u>Forty One Dollars and No Cents</u>	\$41.00	\$2,870.00
4	410	SY	Mill 2" existing asphalt pavement: <u>Five Dollars and Fifty Cents</u>	\$5.50	\$2,255.00
5	160	CY	Excavation of material to 1" or less diameter within Karst and disposal per TCEQ regulations for: <u>One Hundred Sixty Dollars and No Cents</u>	\$160.00	\$25,600.00
6	15	SY	Furnish and place 4" Topsoil (Item 160) for: <u>Thirty Four Dollars and No Cents</u>	\$34.00	\$510.00
7	15	SY	Block Sod for: <u>Fifty One Dollars and No Cents</u>	\$51.00	\$765.00
8	155	CY	Provide and install Embankment (Item 132, TY A) for: <u>Fifty Six Dollars and No Cents</u>	\$56.00	\$8,680.00
9	90	SY	Provide and install 12" crushed limestone base material TxDOT (Item: 247, Type A, Grade 1) for: <u>Forty Eight Dollars and No Cents</u>	\$48.00	\$4,320.00
10	410	SY	Provide and install 2" HMAc (Type D) for: <u>Twenty Eight Dollars and No Cents</u>	\$28.00	\$11,480.00

Item No.	Qty	Unit	Description	Unit Price	Total Price
11	60	LF	Furnish and install 6" curb & gutter for: <u>Twenty Nine Dollars and No Cents</u>	\$29.00	\$1,740.00
12	30	SY	Furnish and install 4" concrete sidewalk (3,000 psi) for: <u>Sixty Two Dollars and No Cents</u>	\$62.00	\$1,860.00
13	2	EA	Relocate /re-install existing sign(s), complete in place for: <u>Three Hundred Fifty Dollars and No Cents</u>	\$350.00	\$700.00
14	240	LF	Structural support system for concrete lifts including installation and materials for Tensar Uniaxial Geogrid UX14000MSE, Welded Wire Form (10'x18"x18") 90 degree bend, 4" x 4" - W4.5xW4.5 with support strut, and generic pea-gravel bags for: <u>Two Hundred Forty Dollars and No Cents</u>	\$240.00	\$57,600.00
15	800	CY	Provide and install concrete fill (4,500 psi, 6sk, 20% ash, HRWR) for: <u>Two Hundred Five Dollars and No Cents</u>	\$205.00	\$164,000.00
16	125	CY	Provide and install 3"-5" diameter gravel (min 2' depth & Ave 3' depth) for: <u>One Hundred Seventy Five Dollars and No Cents</u>	\$175.00	\$21,875.00
17	45	CY	Provide and install ½" – 1" diameter gravel (1' depth) for: <u>One Hundred Forty Dollars and No Cents</u>	\$140.00	\$6,300.00
18	125	SY	Provide and install Mirafi 160N Geotextile filter fabric between ½" – 1" gravel layer and concrete layer for: <u>Nine Dollars and No Cents</u>	\$9.00	\$1,125.00
19	90	LF	Provide and install 8" water line DR-14 (C-900) for: <u>Seventy Five Dollars and No Cents</u>	\$75.00	\$6,750.00
20	2	EA	Remove plug and connect to existing 8" waterline for: <u>Two Thousand Four Hundred Dollars and No Cents</u>	\$2,400.00	\$4,800.00
21	150	LF	Provide and install trench safety and protection for: <u>Ten Dollars and No Cents</u>	\$10.00	\$1,500.00
22	60	LF	4" gas line; protect in place, including bedding and backfill for: <u>Thirty Six Dollars and No Cents</u>	\$36.00	\$2,160.00

Item No.	Qty	Unit	Description	Unit Price	Total Price
23	140	LF	Provide and install perimeter security fence with privacy screen (include one (1) 12' double gate and two (2) manway gates) for: <u>Ten Dollars and No Cents</u>	\$10.00	\$1,400.00
24	290	LF	Furnish silt fence for: <u>Six Dollars and No Cents</u>	\$6.00	\$1,740.00
25	1	LS	Mobilization / Demobilization for: <u>One Hundred Thirty Eight Thousand Six Hundred Dollars and No Cents</u>	\$138,600.00	\$138,600.00
26	1	LS	Bonds and Insurance for: <u>Eleven Thousand Six Hundred Fifty Dollars and No Cents</u>	\$11,650.00	\$11,650.00
27	8	WK	24-hour unarmed uniformed security (weekly) for: <u>Five Thousand Dollars and No Cents</u>	\$5,000.00	\$40,000.00
28	60	LF	Provide and install Wood Privacy Fence (include One (1) 4' manway gate) as needed, for: <u>Seventy Eight Dollars and No Cents</u>	\$78.00	\$4,680.00

Total Base Bid Items 1-28

TOTAL BASE BID

Notes:

1. Bidder understands the Owner/Agent reserves the right to reject any irregular bids. The bidder agrees this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.
2. The bidder shall submit a unit price on all items of the proposal, failure to submit a unit bid price for any item in either bid schedule may result in a disqualification of the bidder.
3. If during the investigation of the submitted bid, the Engineer encounters computational errors, the total price for submitted item(s) will be evaluated by the Engineer using the Unit Price submitted and the quality shown on the proposal.
4. In the event that a discrepancy occurs between the number Unit Price and the worded Unit Price, the worded Unit Price will prevail.
5. The Owner/Agent reserves the right to award each bid schedule, alternate bid items, or combination of bid schedules and alternate bid items in the manner that is deemed to be most beneficial and advantageous to the Owner.

Item No.	Qty	Unit	Description	Unit Price	Total Price
----------	-----	------	-------------	------------	-------------

Total of All Lump Sums

\$530,425.00

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. List of Project References;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. Required Bidder Qualification Statement with supporting data; and Defined Terms
- 7.02 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Chasco Constructors Ltd., LLP., by Chasco Contracting, GP, LLC., its GP

By:

[Signature]

Charles J Glace Jr

[Printed name]

Charles J. Glace, Jr.

[If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.]

Attest:

[Signature]

Shelby Pelzel

[Printed name]

Shelby Pelzel

Title:

Estimating Assistant

Submittal Date:

May 21, 2018

Address for giving notices:

PO Box 1057

Round Rock, TX 78680

Telephone Number:

(512) 244-0600

Fax Number:

(512) 244-6085

Contact Name and e-mail address:

Rick Risener - Chief Estimator

bids@chasco.com

Bidder's License No.:

(where applicable)

**RESOLUTION
OF
CHASCO CONTRACTING GP, LLC,
Texas Limited Liability Company (“Company”)
In its capacity as general partner of
CHASCO CONSTRUCTORS, LTD., LLP
a Texas Limited Partnership (“Partnership”)**

We, being all of the managers of the Company organized under the Texas Limited Liability Company Act, do by this writing consent to take the following action and adopt the following resolutions:

RESOLVED, the Company is manager ruled.

RESOLVED, that the following persons will serve in the capacity so indicated on behalf of the Partnership when the Partnership is acting as General Partner of Chasco Constructors, Ltd., L.L.P.:

<u>Name of Person</u>	<u>Title</u>
Charles J. Glace, Jr.	President
Anthony J. Glace	Vice President
Charles R. King	Vice President, Secretary and Treasurer

RESOLVED, that subject to the supervisory powers, if any, as may be given by the Company, the President shall be the chief executive officer of the Partnership and shall, in general, supervise and control all of the business and affairs of the Partnership. He shall see that all orders and resolutions of the Company are carried out, subject however, to the right of the Company to delegate specific powers, to any other officer of the Partnership. The President shall preside at all meetings of the Partnership. The President may execute any deeds, mortgages, bonds, contracts, or other instruments, in the name of the Partnership, except in cases where the signing and execution thereof shall be delegated by the Company, to some other officer or agent of the Partnership, or shall be required by law to be otherwise signed and executed. The President shall have such other powers and perform such other duties as from time to time may be prescribed by the Company.

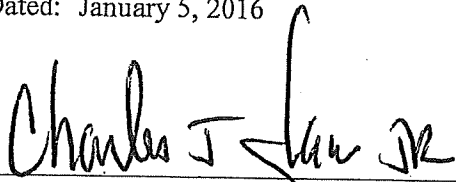
RESOLVED, that in the absence or disability of the President, the Vice President shall perform all the duties of the President. When so acting the Vice President shall have all the powers of and be subject to all of the restrictions upon the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for him by the President. If there is more than one Vice-President, the Senior Vice Presidents, in order of their rank as fixed by the President, or if not ranked, the Vice-President designated by the President, shall perform all of the duties of the President. When so acting the Vice President shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the President.

RESOLVED, that the Secretary shall attend all meetings of the Partnership and shall record all votes and the minutes of all proceedings in a book suitable for that purpose. He shall give or cause to be given notice of all meetings of the Partnership. The Secretary shall have such other powers and perform such other duties as from time to time may be prescribed by the President.

RESOLVED, that the Treasurer shall have the custody of the Partnership funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Partnership and shall deposit all moneys and other valuable effects in the name and to the credit of the Partnership in such depositories as may be designated by the President. The Treasurer shall disburse the funds of the Partnership as may be ordered by the President, taking proper vouchers for such disbursements. He shall keep and maintain or cause to be kept and maintained, the Partnership's books of account and shall render to the President an account of all his transactions as Treasurer and of the financial condition of the Partnership and exhibit his books, records and accounts to the President at any reasonable time. He shall disburse funds for capital expenditures as authorized by the President in accordance with the orders of the President, and present to the President for attention any requests for disbursing funds if in the judgment of the Treasurer any such request is not properly authorized. He shall make a detailed annual report of the entire business and financial condition of the Partnership. If required by the President, he shall give the Partnership a bond in such sum and with such surety or sureties as shall be satisfactory to the President for the faithful performance of the duties of his office and for the restoration to the Partnership, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Partnership. The Treasurer shall have such other powers and perform such other duties as from time to time may be prescribed by the President.

This written consent may be executed in one or more counterparts, all of which together shall be one and the same instrument.

Dated: January 5, 2016



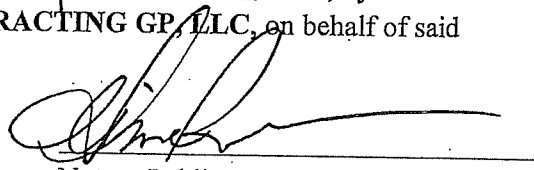
CHARLES J. GLACE, JR., Manager

ACKNOWLEDGEMENT

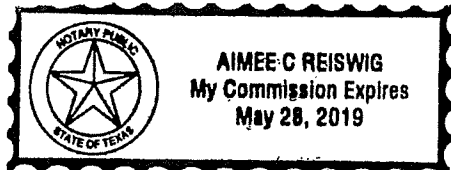
STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on February 15, 2016, by Charles J. Glace, Jr., in his capacity as Manager of **CHASCO CONTRACTING GP, LLC**, on behalf of said limited liability company.



Notary Public, State of Texas





Office of the Secretary of State

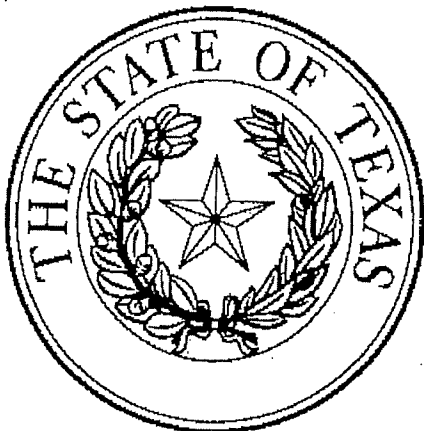
Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Limited Partnership for CHASCO CONSTRUCTORS, LTD., L.L.P. (file number 800156680), a Domestic Limited Partnership (LP), was filed in this office on December 27, 2002.

It is further certified that the entity status in Texas is in existence.

Delayed Effective date: December 31, 2002

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on March 15, 2010.



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State



Franchise Tax Account Status

As of: 05/29/2013 11:16:56 AM

This Page is Not Sufficient for Filings with the Secretary of State

CHASCO CONSTRUCTORS, LTD., L.L.P.

Texas Taxpayer Number 11418625213

Mailing Address PO BOX 1057
ROUND ROCK, TX 78680-1057

Right to Transact Business in ACTIVE
Texas

State of Formation TX

Effective SOS Registration 12/31/2002
Date

Texas SOS File Number 0800156680

Registered Agent Name CHARLES J GLACE

Registered Office Street 2801 E. OLD SETTLERS BLVD.
Address ROUND ROCK, TX 78665

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Chasco Constructors
 2801 E. Old Settlers Blvd
 Round Rock, TX 78665

SURETY (Name, and Address of Principal Place of Business):

Liberty Mutual Insurance Company
 10713 W. Sam Houston Prkwy N., Ste 650
 Houston, TX 77064

OWNER (Name and Address):

Williamson County
 901 South Austin Avenue
 Georgetown, Texas 78626

BID

Bid Due Date: May 14, 2018

Description (Project Name— Include Location): The project consists of excavation of spoils and rock debris within the cavern, installing a granular drainage layer, filling the void with approximately 630 CY of concrete, utility and paving repairs.

Mitigation for Cambria Cavern, Cambria Drive and Ephraim Road, Williamson County, TX

BOND

Bond Number:

Date: May 14, 2018

Penal sum Five Percent of Maximum Amount Bid \$ 5% of MAB

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Chasco Constructors _____ (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Charles King

Print Name

Vice President

Title

Attest:

Signature

Title

SURETY

Liberty Mutual Insurance Company _____ (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Robert James Nitsche

Print Name

Attorney-In-Fact

Title

Attest:

Signature Jennifer J. Biehle

Title Secretary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8045929

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David Ferguson; Violet Frosch; Kenneth Nitsche; Robert James Nitsche; Robert K. Nitsche; Craig Parker; Nina Smith

all of the city of Giddings, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of March, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of March, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of May, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BID TOTALS

BASE BID	Total
Williamson County Karst Mitigation Bid Items	\$530,425.00
Total	\$530,425.00

BASE BID

Williamson County Karst Mitigation Bid Items					
No.	Description	Unit	Qty	Unit Price	Ext Price
1	Removal of existing concrete sidewalk per TCEQ regulations	SY	30	\$19.50	\$585.00
2	Demolition (Sawcut curb & gutter, existing wood cover, miscellaneous items) needed prior to reconstruction	SY	80	\$61.00	\$4,880.00
3	Excavation of full depth pavement removal to 24"	SY	70	\$41.00	\$2,870.00
4	Mill 2" existing asphalt pavement	SY	410	\$5.50	\$2,255.00
5	Excavation of material to 1" or less diameter within Karst and disposal per TCEQ regulations	CY	160	\$160.00	\$25,600.00
6	Furnish and place 4" Topsoil (Item 160)	SY	15	\$34.00	\$510.00
7	Block Sod (Item 162)	SY	15	\$51.00	\$765.00
8	Provide and install Embankment (Item 132, Type A)	SY	155	\$56.00	\$8,680.00
9	Provide and install 12" crushed limestone base material (Item 247, Type A, Grade 1)	SY	90	\$48.00	\$4,320.00
10	Provide and install 2" HMAc (item 340, Type D)	SY	410	\$28.00	\$11,480.00
11	Furnish and install 6" curb & gutter	LF	60	\$29.00	\$1,740.00
12	Furnish and install 4" concrete sidewalk (3,000 psi)	SY	30	\$62.00	\$1,860.00
13	Relocate / re-install existing sign(s), complete in place	EA	2	\$350.00	\$700.00
14	Structural support system for concrete lifts including installation and materials for Tensar Uniaxial Geogrid UX14000MSE, Welded Wire Form (10'x18"x18") 90 degree bend, 4"x4" - W4.5xW4.5 with support strut, and generic pea-gravel bags	LF	240	\$240.00	\$57,600.00
15	Provide and install concrete fill (4,500 psi, 6sk, 20% ash, HRWR)	CY	800	\$205.00	\$164,000.00

Williamson County Karst Mitigation Bid Items					
No.	Description	Unit	Qty	Unit Price	Ext Price
16	Provide and install 3"-5" diameter gravel (minimum 2' depth & average 3' depth)	CY	125	\$175.00	\$21,875.00
17	Provide and install 1/2" - 1" diameter gravel (1' depth)	CY	45	\$140.00	\$6,300.00
18	Provide and install Mirafi 160N Geotextile filter fabric between 1/2" - 1" gravel layer and concrete layer	SY	125	\$9.00	\$1,125.00
19	Provide and install 8" water line DR-14 (C-900)	LF	90	\$75.00	\$6,750.00
20	Remove plug and connect to existing 8" water line	EA	2	\$2,400.00	\$4,800.00
21	Provide and install trench safety and protection	LF	150	\$10.00	\$1,500.00
22	4" gas line; protect in place, including bedding and backfill	LF	60	\$36.00	\$2,160.00
23	Provide and install perimeter security fence with privacy screen (include one (1) 12' double gate and two (2) man way gates)	LF	140	\$10.00	\$1,400.00
24	Furnish silt fence	LF	290	\$6.00	\$1,740.00
25	Mobilization / Demobilization	LS	1	\$138,600.00	\$138,600.00
26	Bonds and Insurance	LS	1	\$11,650.00	\$11,650.00
27	24-hour unarmed uniformed security (weekly)	WK	8	\$5,000.00	\$40,000.00
28	Provide and install Privacy Wood Fence (include One (1) 4' manway gate) as needed	LF	60	\$78.00	\$4,680.00
				Sub Total:	\$530,425.00

ACKNOWLEDGE ADDENDA

NAME	ACKNOWLEDGEMENT DATE
David Schroeder	05/29/2018 12:52:58 PM
David Schroeder	05/29/2018 12:52:59 PM
David Schroeder	05/29/2018 12:53:00 PM

REQUIRED DOWNLOADS

TYPE	NAME	DOWNLOAD DATE
Plans	Site Plan	5/08/2018 7:34:03 AM
Bid Docs	Bid Documents + Technical Specifications	5/08/2018 7:34:03 AM
Addenda	ADDENDUM #1	5/18/2018 2:44:13 PM
Addenda	ADDENDUM #2	5/22/2018 11:08:21 AM
Addenda	ADDENDUM #3	5/25/2018 7:59:49 AM



Bid Tabulation - Williamson County Mitigation for Cambria Cavern, Cambria Drive and Ephraim Road - May 29, 2018, 2:00PM

Item	Description	Unit	Quantity	Chasco Constructors		DeNucci Constructors, LLC	
				Unit Price	Total	Unit Price	Total
Base Bid							
Williamson County Karst Mitigation Bid Items							
1	Removal of existing concrete sidewalk per TCEQ regulations	SY	30	\$19.50	\$585.00	\$27.00	\$810.00
2	Demolition (Sawcut curb & gutter, existing wood cover, miscellaneous items) needed prior to reconstruction	SY	80	\$61.00	\$4,880.00	\$20.00	\$1,600.00
3	Excavation of full depth pavement removal to 24"	SY	70	\$41.00	\$2,870.00	\$40.00	\$2,800.00
4	Mill 2" existing asphalt pavement	SY	410	\$5.50	\$2,255.00	\$12.00	\$4,920.00
5	Excavation of material to 1" or less diameter within Karst and disposal per TCEQ regulations	CY	160	\$160.00	\$25,600.00	\$60.00	\$9,600.00
6	Furnish and place 4" Topsoil (Item 160)	SY	15	\$34.00	\$510.00	\$28.00	\$420.00
7	Block Sod (Item 162)	SY	15	\$51.00	\$765.00	\$22.00	\$330.00
8	Provide and install Embankment (Item 132, Type A)	SY	155	\$56.00	\$8,680.00	\$21.00	\$3,255.00
9	Provide and install 12" crushed limestone base material (Item 247, Type A, Grade 1)	SY	90	\$48.00	\$4,320.00	\$35.00	\$3,150.00
10	Provide and install 2" HMAC (item 340, Type D)	SY	410	\$28.00	\$11,480.00	\$18.00	\$7,380.00
11	Furnish and install 6" curb & gutter	LF	60	\$29.00	\$1,740.00	\$26.00	\$1,560.00
12	Furnish and install 4" concrete sidewalk (3,000 psi)	SY	30	\$62.00	\$1,860.00	\$46.00	\$1,380.00
13	Relocate / re-install existing sign(s), complete in place	EA	2	\$350.00	\$700.00	\$400.00	\$800.00
14	Structural support system for concrete lifts including installation and materials for Tensar Uniaxial Geogrid UX14000MSE, Welded Wire Form (10'x18"x18") 90 degree bend, 4"x4" - W4.5xW4.5 with support strut, and generic pea-gravel bags	LF	240	\$240.00	\$57,600.00	\$46.00	\$11,040.00
15	Provide and install concrete fill (4,500 psi, 6sk, 20% ash, HRWR)	CY	800	\$205.00	\$164,000.00	\$488.00	\$390,400.00
16	Provide and install 3"-5" diameter gravel (minimum 2' depth & average 3' depth)	CY	125	\$175.00	\$21,875.00	\$35.00	\$4,375.00
17	Provide and install 1/2" - 1" diameter gravel (1' depth)	CY	45	\$140.00	\$6,300.00	\$35.00	\$1,575.00
18	Provide and install Mirafi 160N Geotextile filter fabric between 1/2" - 1" gravel layer and concrete layer	SY	125	\$9.00	\$1,125.00	\$62.00	\$7,750.00
19	Provide and install 8" water line DR-14 (C-900)	LF	90	\$75.00	\$6,750.00	\$85.00	\$7,650.00
20	Remove plug and connect to existing 8" water line	EA	2	\$2,400.00	\$4,800.00	\$800.00	\$1,600.00
21	Provide and install trench safety and protection	LF	150	\$10.00	\$1,500.00	\$3.00	\$450.00
22	4" gas line; protect in place, including bedding and backfill	LF	60	\$36.00	\$2,160.00	\$35.00	\$2,100.00
23	Provide and install perimeter security fence with privacy screen (include one (1) 12' double gate and two (2) man way gates)	LF	140	\$10.00	\$1,400.00	\$32.00	\$4,480.00
24	Furnish silt fence	LF	290	\$6.00	\$1,740.00	\$3.00	\$870.00
25	Mobilization / Demobilization	LS	1	\$138,600.00	\$138,600.00	\$25,000.00	\$25,000.00
26	Bonds and Insurance	LS	1	\$11,650.00	\$11,650.00	\$6,000.00	\$6,000.00
27	24-hour unarmed uniformed security (weekly)	WK	8	\$5,000.00	\$40,000.00	\$3,500.00	\$28,000.00
28	Provide and install Privacy Wood Fence (include One (1) 4' manway gate) as needed	LF	60	\$78.00	\$4,680.00	\$40.00	\$2,400.00
Sub Totals					\$530,425.00		\$531,695.00
Grand Total					\$530,425.00		\$531,695.00



RECOMMENDATION OF AWARD

May 29, 2018

Mr. Terron Evertson, PE
County Engineer
Williamson County
3151 SE Inner Loop
Georgetown, Texas 78626

RE: Williamson County Mitigation for Cambria Cavern,
Cambria Drive and Ephraim Road

Dear Mr. Evertson:

We have evaluated the bids received on May 29, 2018 for the Williamson County Karst Mitigation project which consists of two (2) bids from the following: Chasco Constructors and DeNucci Constructors, LLC.

Two bids were received from the above companies, as shown below.

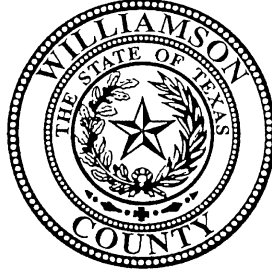
Bidder	Base Bid Amount
Chasco Constructors	\$530,425.00
DeNucci Constructors, LLC	\$531,695.00

The low bid was submitted by Chasco Constructors in the amount of \$530,425.00. Our evaluation of the experience and reputation of Chasco Constructors indicates that they are capable of completing the work required. Therefore, we recommend the award of a contract for construction of the Williamson County Karst Mitigation project to Chasco Constructors in the amount of \$530,425.00.

Sincerely,

DUNAWAY ASSOCIATES, L.P.
a Texas limited partnership

Eddie Bogard, PE
Engagement Manager



**AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

The **Owner:** Williamson County
710 Main Street, Ste. 101
Georgetown, Texas 78626

and **Contractor** Chasco Constructors, LTD, L.L.P.
2801 E. Old Settlers Boulevard
Suite 104
P.O. Box 1057
Round Rock, Texas 78680-1057

for the **Project:** Mitigation for Cambria Cavern
Cambria Drive and Ephraim Road
Round Rock, Texas

Architect/Engineer: Dunaway Associates, L.P.
5707 Southwest Parkway, Building 2, Suite
250, Austin, Texas 78735

AGREEMENT, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County, a political subdivision of the State of Texas (hereinafter called the "Owner") and Chasco Constructors, LTD, L.L.P. (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor to perform construction services in relation to the Mitigation for Cambria Cavern located at Cambria Drive and Ephraim Road in Round Rock, Texas, (hereinafter called the "Project"),

WHEREAS, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Architect/Engineer. The Contractor shall do everything required by the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following, which are incorporated by reference for all purposes:

- a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
- b. The Uniform General Conditions for Williamson County ("General Conditions");
- c. The Supplementary or Special Conditions, if any;
- d. All Addenda issued prior to the Effective Date of this Agreement;
- e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, if any;
- f. All Change Orders issued after the Effective Date of this Agreement;
- g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
- h. The Drawings, Specifications, details and other documents developed by Architect/Engineer to describe the Project and accepted by Owner, which are attached hereto **Exhibit 2**.

2.2 The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

2.3 The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," "Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

ARTICLE 3 CONTRACT TIME

The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be started. The Contractor shall achieve Substantial Completion of the Work within **ninety (90) calendar days after such commencement date**, as such completion

date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **one-hundred (100) calendar days of Substantial Completion**. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 4 CONTRACTOR REPRESENTATIONS

4.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- G. Contractor has given Architect/Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect/Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY

5.1 Contract Price. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **\$530,425.00**.

5.2 Contract Payments. Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

5.3 Owner's Construction Contingency. The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

\$130,000.00

The Owner's Construction Contingency is controlled solely by the Owner and such amount is not included in the Contract Price set out in 5.1 above. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect/Engineer and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

5.4 Allowable Overhead and Profit Markup on Changes in the Work. In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

- a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change.
- b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions,

the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6 TIME

6.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

6.2 Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

6.3 Liquidated Damages. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the date of Substantial Completion that the Work is not substantially completed, the Owner may deduct the amount of:

Five Hundred Dollars per calendar day (\$500.00/calendar day)

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages are a reasonable forecast of the actual damages Owner will incur due to any such delay.

ARTICLE 7 NOTICES

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to:

Hal C. Hawes
General Counsel to the
Williamson County Commissioners Court
710 Main Street, Suite 102
Georgetown, Texas 78626

If to Contractor:

Chasco Constructors, LTD, L.L.P.
P.O. Box 1057
Round Rock, Texas 78680-1057

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

ARTICLE 8 COUNTY PURCHASING ACT EXEMPTION

Due to the nature of the Project, this is a contract for the purchase of (1) an item that must be purchased in a case of public calamity and that it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county; and (2) it is an item necessary to preserve or protect the public health or safety of the residents of the county. Thereby, in accordance with Texas Local Government Code Section 262.024(a)(1)-(2), the Williamson County Commissioners Court has, by order, granted an exemption of the purchase of the services described hereunder from the requirement established by Texas Local Government Code Section 262.023.

ARTICLE 9 PARTY REPRESENTATIVES

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

Williamson County Engineer
Attn: J. Terron Evertson
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626
Phone: (512-349-3330)

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Chasco Constructors, LTD, L.L.P.
Attn: Corey Westfall, Project Manager
P.O. Box 1057
Round Rock, Texas 78680-1057
Phone: (512) 244-0600

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

ARTICLE 10 ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contract Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY
Williamson County, Texas,

CONTRACTOR
Chasco Constructors, LTD, L.L.P., by its
General Partner, Chasco Contracting,
GP, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____, 20____

Date: _____, 20____

EXHIBIT 1

**Minimum Insurance Coverages
and
Minimum Coverage Amounts**

- A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.
- B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	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
3.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER OCCURRENCE
----------	----------------

Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000
--	-------------

Aggregate policy limits:	\$2,000,000
--------------------------	-------------

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

COVERAGE	PER PERSON	PER OCCURRENCE
----------	------------	----------------

Bodily injury (including death)	\$1,000,000	\$1,000,000
---------------------------------	-------------	-------------

Property damage \$1,000,000 \$1,000,000

Aggregate policy limits No aggregate limit

5. Builder's Risk Insurance (all risks)

An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect/Engineer's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

C. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the

Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
7. Umbrella coverage in the amount of not less than \$5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10)

days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
 - (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

- a. a certificate of coverage, prior to the other person beginning work on the Project; and
- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing the Agreement Between Owner and Contractor or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
 - k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.
- E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

- F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.

- G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **\$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

EXHIBIT 2 –DRAWINGS AND SPECIFICATIONS

Commissioners Court - Regular Session

39.

Meeting Date: 06/12/2018

Awarding Bid 1803-221 EMS Medical Supplies

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 awarding bids received for EMS Medical Supplies for Williamson County, Bid # 1803-221, to the lowest and best bidders as noted on the attached award recommendation.

Background

This contract will be awarded to the lowest and best bidders for the contract term beginning July 1, 2018 and through June 30, 2019. Bid tab and recommendation are attached for review. No bids were submitted for items # 73 and 243. Funding will be provided by department budgets as needed with multiple line items approved in the FY2018 budget.

Fiscal Impact

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

Attachments

Bids Received

Recommendation

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Melissa Gurka
Final Approval Date: 06/07/2018

Reviewed By

Kerstin Hancock
Wendy Coco

Date

06/07/2018 08:36 AM
06/07/2018 09:15 AM
Started On: 06/04/2018 02:55 PM

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
345-30	1	50 BX	"BAND-AID" BRAND ADHESIVE BANDAGES ; 3/4" X 3" FLEXIBLE FABRIC W/ NON-STICK PAD. (30 to 50 per box)		0.038	0.04	0.0181-3	0.0248-4	0.04	0.05	0.0125-1
345-30	2	400	"M.A.D." INTRANASAL DEVICE WITHOUT SYRINGE (DEVICE ONLY)		9.7008	3.52-1	4.95-2	6.42	5.58-4	5.65-3	5.94
345-30	3	500 EA	1 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.		1.295	0.07-2	29.80	0.077-3	0.07-1 hx	0.11	0.0777-4
345-30	4	500 EA	10 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.		0.5756	0.42	0.29815	0.0731-1	0.07636-2	0.09-3	0.13
345-30	5	500 EA	4 X 4 STERILE GAUZE		0.051	0.03-3	0.0568	0.74	0.04-4	0.03-2 hx	0.024-1
345-30	6	2500 EA	4" X 4" NON-STERILE SPONGES 8 PLY		0.0139	0.01-3	0.00915-2	0.01345	0.02	0.0123	0.0083-1
345-30	7	50 EA	4-WAY STOPCOCK W/ SWIVEL MALE LUER LOCK		2.7756	1.78	2.32	1.08-4	1.61	1.70	0.61-2
269-72	8		ACETAMINOPHEN , 500MG PER TABLET/CAPLET. LOOKING FOR 12 TO 24 COUNT BOTTLES.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
269-72	9	400 EA	ADENOCARD 6mg / 2ml (VIALS ONLY)		5.43-4	3.73-1		4.01-2	4.93-3	6.82	
269-72	10		AFRIN NASAL SPRAY (OXYMETAZOLINE HYDROCHLORIDE 0.05%). LOOKING FOR 1/2 oz. BOTTLES		1.08-4	6.45		.99-1 hx and Delivery	4.98	1.00-2 hx and Delivery	
345-30	11		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1 #8201030		25.731		16.97	14.25-3		12.96-1	13.99-2
345-30	12		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1.5 #8211030		25.731		16.97	14.25-3		12.96-1	13.99-2
345-30	13		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2 #8202030		25.731		16.97	14.25-3		12.96-1	13.99-2
345-30	14		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2.5 #8225030		26.04		16.97	14.25-3		12.96-1	13.99-2
345-30	15		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 3 #8703030		42.885		16.97-DNMS	24.44-3		21.58-1	23.33-2
345-30	16		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 4 #8704030		42.885		16.97-DNMS	23.85-3		21.58-1	23.33-2
345-30	17		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 5 #8705030		42.885		16.97-DNMS	23.85-3		21.58-1	23.33-2
			Purchase above 7 items from same vendor.								
269-72	18	200 EA	ALBUTEROL 0.083 % UNIT DOSE (30-50 DOSES PER BOX)		0.13966-3	0.10-1		0.124-2	0.16-4	0.19	
345-30	19	200 BX	ALCOHOL PREP PADS @ 200 PER BOX		0.00585-UTI	0.01	0.0071-3	0.0066-1 hx	0.01	0.0078	0.0066-2
269-72	20	250 EA	AMIODARONE (or GENERIC - Bidder to specify which) 150MG / 3ML VIALS (w/ Benzyl Alcohol) IN DARK COLORED VIALS/BOTTLES TO PROTECT FROM LIGHT NO AMPULES		2.04	1.67-2		1.87-3	1.10-UTI	1.57-1	
269-72	21	100 BTL	ASPIRIN, ADULT LOW DOSE, 81mg; CHEWABLE TABLETS.		0.027	0.02-4	0.0275	0.0205	0.02-2 hx	0.02-3	0.0169-1
345-30	22	200	ASSURE PRISM BLOOD GLUCOSE TEST STRIPS (BOTTLES OF 50)		0.2546	0.28	0.2248	0.17-1	0.18-3	0.22	0.172-2

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
345-30	23	60	ASSURE PRISM MULTI BLOOD GLUCOSE METER (ONLY)		6.51	0.02	7.50	0-1	0-3	7.00	0-2
	24		CASE FOR ASSURE BLOOD GLUCOSE METER			57.75		0-1			0-2
345-30	25	80	ASSURE PRISM MULTI CONTROL SOLUTION, L1 AND L2		10.43	8.82	11.89	8.75-1		10.14	7.95-2
			Purchase above 4 items from same vendor								
269-72	26	500 EA	ATROPINE 1MG/10ML, PFS (NEEDLELESS)	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
269-72	27	600 EA	ATROPINE 1MG/1ML VIAL	NBA	N	NBA	NBA	NBA	NBA	NBA	NBA
269-72	28	20	ATROPINE 8MG/20ML MULTIDOSE VIAL		48.61	42.77-4		41.62-3	41.29-2	39.66-1	
269-72	29	300 EA	ATROVENT (IPRATROPIUM BROMIDE) - BIDDER TO SPECIFY WHICH: 0.02 % IN 2.5 ML UNIT DOSE		0.13466-UTI	0.19-4		0.1288-1	0.18-2	0.1867-3	
345-30	30	25 EACH	BACK BOARDS - PEDI IMMOBILIZATION DEVICE; W/ VELCRO ATTACHMENTS		326.78	180.96-4	174.23-3		294.03	199.80	113.35-1
345-30	31	50 EA	BACK BOARDS - PEDI; PLASTIC W/O PINS. (Prefer a small version of an adult coffin board)			198.80	125.45-3		108.57-2	197.00-4	102.49-1
345-30	32	50 EA	BACK BOARDS (PLASTIC)-ADULT - 72" L X (min.)16" W. W/ ADULT AND (MIN. OF 6) CHILD STRAPPING LOCATIONS. CONCAVE SHAPE PREFERRED. W/O SPEED CLIPS. W/ LARGE GLOVE COMPATABLE HANDHOLDS; MINIMUM 450 LBS. LOAD CAPACITY. GRAPHICS: Imprinted with "W.C.F.E.M.S." on top				131.25-1			155.00-3	140.85-2
345-30	33	1000 EA	BACKBOARD RESTRAINT STRAPS: TWO PIECE, 5 ft, LIMITED USE POLYPROPYLENE WOVEN MATERIAL, W/ PLASTIC SIDE RELEASE BUCKLE. W/ PERMANENT STOP ON END OF STRAP TO PREVENT IT FROM COMING OFF OF THE BUCKLE.			5.34	1.44-1	1.68-4	4.34	1.47-2	1.52-3
345-30	34	25	BAG VALVE MASK WITH RESERVOIR-DISPOSABLE, INFANT, WITH O2 TUBING (LATEX FREE) AMBU SPUR REQUIRED		20.70	12.05	13.40	9.79-3	13.17	10.95-4	13.35
345-30	35	100	BAG VALVE MASK, ADULT: O-TWO SMART BAG w/ TIMING LIGHT, PEEP VALVE w/adjustable range 0-20 cm H20, and PEEP VALVE DIVERTER: TO BE ASSEMBLED PRIOR TO SHIPMENT.			17.81 DNMS		11.67 DNMS		23.41-1	
	36		BAG VALVE MASK, ADULT: O-TWO SMART BAG w/ TIMING LIGHT		41.9875-4	17.81-1	18.29-2	9.79 DNMS		20.25-3	
345-30	37	25	BAG VALVE MASK, CHILD: O-TWO SMART BAG w/ TIMING LIGHT:		43.90333	18.86-1	19.44-2	9.79 DNMS		21.33-3	
345-30	38	100 EA	BED PANS, FRACTURE STYLE		1.30	1.06	1.03	0.87-4	1.03	0.77-2	0.73-1
269-72	39	750 EA	BENADRYL (DIPHENHYDRAMINE) 50 MG / 1ML VIALS		2.07	0.81-1		1.03	0.99-4	0.91-3	
269-72	40	50	BENADRYL LIQUID: 12.5MG/5ML. LOOKING FOR 30 TO 60CC BOTTLES.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
269-72	41	100 EA	BENADRYL TABLETS, 25MG PER TABLET. LOOKING FOR 12 TO 24 COUNT BOTTLES	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
345-30	42	25	Betadine Solution (10% Povidone Iodine) 1/2oz BOTTLES ONLY		1.8318-3	1.36-1		2.38	1.41-2	2.10	
	43		BLANKET, READY-HEAT INFANT WARMING COCOON		10.1195-UTI	13.20-1	20.56	14.23-3		13.80-2	
345-30	44	500 EA	BLANKETS - DISPOSABLE POLYESTER; COT, 60" X 90" APPROX. SIZE: ORANGE (Send Sample)			5.35-4	5.10-3	3.92-1		4.93-2	
345-30	45	500 EA	BLANKETS - DISPOSABLE, YELLOW. Approximate 50" X 84" size. (Send sample) GRAHAM MEDICAL #53382 VisiBlanket PREFERRED		3.9504	2.77-4	1.25-1	10.23	4.56	2.68-3	2.56-2
345-30	46	3000 EA	BLOOD COLLECTION TUBES, (PLASTIC TUBES ONLY) - RED TOP, 5 ML DRAW GLASS TUBES WILL NOT BE ACCEPTED!		0.2052-4	0.18-3		0.2917		0.18-2 hx	0.177-1
345-30	47	100 EA	BLOOD PRESSURE CUFF, ADULT: MABIS style		20.19	6.06-3	15.99	4.79-1	7.00-4	7.98	4.83-2
345-30	48	25 EACH	BLOOD PRESSURE CUFF, ADULT: NON-LATEX		20.19	6.06-4	5.15-3	4.79-1	7.00	7.98	4.83-2
345-30	49	30 EA	BLOOD PRESSURE CUFF, CHILD: MABIS style		16.32	6.06-3	16.15	4.69-1	7.29	6.88-4	4.83-2
345-30	50	50 EA	BLOOD PRESSURE CUFF, INFANT: MABIS Style		10.01	6.06-3	16.15	4.69-1	7.29	6.88-4	4.83-2
345-30	51	50 EA	BLOOD PRESSURE CUFF, LARGE ADULT: MABIS Style		9.15	6.74-3	23.99	5.49-2	7.29	6.88-4	4.99-1
345-30	52	25 EA	BLOOD PRESSURE CUFF, THIGH: MABIS Style		21.11	8.78-4	19.60	5.97-2	23.33	6.88-3	5.33-1
345-30	53	250 EA	BULB SYRINGE 2 OZ, STERILE IN SEALED PACKAGE. FOR NASAL AND ORAL ASPERATION IN NEWBORNS AND INFANTS.		1.25	0.92	0.65-2	0.28-1	0.86	0.75-4	0.69-3
345-30	54		BURETROL SET W/ AUTOMATIC SHUT OFF. B-Braun 375059 ONLY (NO SUBS)		5.777	4.30-1		4.88-4	4.42-2	5.40	4.51-3
850-64	55		BURN SHEET 60" X 90"		1.77-4	1.32-1	1.49-2	1.92	2.50	1.87	1.64-3
269-72	56	200 EA	CALCIUM CHLORIDE 10%, 1gm/10ml VIAL SINGLE DOSE UNIT		12.852-4	10.53-3		10.36-2	10.24-1	21.20	
345-94	57	100	CAVI WIPES, DISINFECTANT WIPES: TUB (13-5100)		0.0603	0.04-3	0.0531	5.70 DNMS	8.63	0.0452-4	0.04962
	58		CHEST SEALS VENTED H-VENT hvs01 ONLY (NO SUB)		17.68-3	8.54-DNMS		9.68-1		9.14-UTI	9.55-UTI
345-30	59	20 EA	CHILD TRANSPORT SEAT, "FERNO PEDI MATE"		366.76	265.65-3	305.50	264.82-2	294.03-4	255.99-1	308.73
345-30	60	1500 EA	CID - MULTI GRIP, ROUND, DISPOSABLE - ADULT SIZE		3.69-4	3.85	3.64-3	2.97-1	4.20	3.85	3.33-2
345-30	61	500 EA	CONFORMING ROLLER BANDAGE - STERILE 4" X 75"; individual wrapped		0.8083	0.15-2	.14166-1	0.67083	0.62	0.24	0.22916-4
345-80	62	NEW	CPAP DELUXE MASK LARGE (MERCURY MEDICAL 10-571-03) (NO SUBS)		236.60	27.50-2			121.94-4	16.20-1	
345-80	63	NEW	CPAP DELUXE MASK SMALL/CHILD (MERCURY MEDICAL 10-571-05) (NO SUBS)		53.604-4	27.50-2				16.20-1	
345-80	64	NEW	CPAP FLOWSAFE II EZ ADULT SMALL KIT (MERCURY MEDICAL 10-573-19) (NO SUBS)		158.114	81.73-3			72.80-2	48.12-1	

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
345-30	65		CPR VENTILATION TIMING LIGHT: (O-TWO MEDICAL): ADULT AND CHILD VERSIONS.		3.7668-3	2.77-1		3.91-4		3.00-2	
269-72	66	10	CYANIDE ANTIDOTE KIT (such as CYANOKIT): HYDROXOCOBALAMINE BASED KIT		1213.32	1067.72-4		879.99-1	1001.61-3	880.00-2	
269-72	67	NEW	DEXAMETHASONE 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED		1.30-UTI	1.14-1		1.55-3	1.52-2	1.60-4	
269-72	68		DEXTROSE 10%, 10 GM PER 100ML, in 250ML BAGS		2.67-3	2.34-1		2.12-DNMS	2.40-2	2.92	
269-72	69	400 EA	DEXTROSE 25 GM/50 ML; PFS @ 10 to a Pack. (NEEDLELESS)		14.477	9.92-3		11.67-4	8.88-2	8.54-1	
269-72	70	250 EA	DILTIAZEM 25MG/5ML REFRIGERATED VIALS		2.217-UTI	7.15-4		2.29-1		3.20-2	
345-30	71		DISPENSING PIN, MICRO PIN; FOR WITHDRAWAL OR INJECTION OF MEDICATION FROM RUBBER-STOPPERED VIALS. LUER LOCK CONNECTOR. LATEX FREE: B. BRAUN # DISPOSABLE SICKNESS (EMESIS) BAG, MEDLINE INDUSTRIES # NON70600 @ 25 per package NON LATEX <u>NO</u> SUBSTITUTIONS		.3584	0.27-2 hx		0.28	0.27-3	0.30	0.2695-1
345-30	72	2000 EA	# NON70600 @ 25 per package NON LATEX <u>NO</u> SUBSTITUTIONS		0.70608	0.53	0.52-4		0.28-1	0.31-2	0.42-3
269-72	73		DROPERIDOL 5MG/2ML VIALS								
345-30	74	10 EA	DRUG CASE, PELICAN #1550 HARD SIDED; INCLUDING CLEAR POCKETS W/ MULTI POCKET ELASTIC POUCHES ATTACHED TO LID TO STORE CONTENTS. SIZE = 20.5"L x 16.75"W x 8.5"D (OUTSIDE DIMENSIONS). COLOR = ORANGE.		402.75	169.14-UTI	238.50-2	197.00-DNMS	327.05	229.00-1	260.43-4
345-30	75		DUAL CANNULA DEVICE W/O SYRINGE. WITH 2 CANNULAS IN ONE UNIT, STEEL CANNULA FOR SYRINGE FILLING & PLASTIC BLUNT CANNULA FOR ACCESS INTO A SPLIT		.5230	0.39-1 hx	0.4415	0.47	0.39-3	0.39-2	0.3933-4
345-30	76	50 EA	EASY CAP EtCO2 DETECTOR, ADULT		24.4816	8.74-3	7.24-1	9.51	9.08	8.69-2	9.03-4
345-84	77		ECG ELECTRODES, PEDI; 10/PKG. AMBU BLUE SENSOR SP (REF: SP-OO-S/10) (Non-Latex)		0.372	0.27-4	0.294	0.197-2	0.31	0.22-3	0.30
345-30	78	50 EACH	EMERGENCY BANDAGE, MILITARY STYLE "ISRALIE": 4 INCH (GREEN PACKAGING)		9.56	4.79-3	3.25-2	5.18	5.60	4.99-4	3.05-1
345-30	79	250 EA	EMESIS WASH BASINS, DISPOSABLE, LARGE "7 1/4 QUART" (NOT THE 500/700 CC BASINS)			0.62-4	0.12-DNMS	0.63	0.58-2	0.90	0.47-1
345-30	80	200 EA	EMS SHEARS with SAFETY BANDAGE TIP 7 1/2" (no shorter) (Black or Blue handle only)		1.16	0.86	0.67-2 hx	0.64-1	0.82	0.80-4	0.67-3
269-72	81	1500 EA	EPINEPHRINE 1:10,000 1MG/10ML; PFS @ 10 to a Package. (NEEDLELESS)		6.525-UTI	7.61-4		7.10-3	6.67-2	5.25-1	
269-72	82	250 EA	EPINEPHRINE 1:1000 1MG/1ML (VIAL ONLY), AMPULES NOT ACCEPTED.		15.142-UTI			17.68-2	215.62	17.60-1	
269-72	83	NEW	ESMOLOL 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED		10.96	7.54-1		8.37-2	8.62-4	8.38-3	

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
345-30	84	200 EA	ET TUBE INTRODUCER, FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 15fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE INTUBATION DEPTH. (send sample)			4.87-4	2.99-1	4.11-3	8.20	7.60	3.11-2
345-30	85	100 EA	ET TUBE INTRODUCER: FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 10fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE INTUBATION DEPTH. (send sample)			4.87-4	2.99-1	4.73-3	8.20	7.60	3.11-2
345-30	86	250 EA	ET TUBE RESTRAINT, ADULT, (THOMAS BRAND STYLE) (NO SUBSTITUTES)		3.54	2.59-2	3.15	2.79	2.61-3	2.48-1	2.65-4
345-30	87	100 EA	ET TUBE; CUFFED, SIZES - 6.0, 7.5, & 8.0mm (LATEX FREE)		2.30	1.72	0.85-3	0.71-1	0.95-4	0.72-2	0.67-UTI
345-30	88	100 EA	ET TUBE; UNCUFFED, SIZE RANGES - 3.0,3.5,4.0,4.5,5.0 & 5.5mm (LATEX FREE)		1.18	1.72	0.74-4	0.50-2	0.85	0.67-3	0.47-1
345-30	89	200 EA	EXTRICATION CERVICAL COLLAR, HARD PLASTIC; ADJUSTABLE: INFANT AND PEDI. (AMBU: MINI PERFIT ACE 000281106) NO SUB		6.70	4.91	4.87-4	3.84-2	5.49	3.95-3	5.32
345-30	90	500 EA	EXTRICATION CERVICAL COLLAR, HARD PLASTIC; 16 SIZE - ADJUSTABLE: ADULT (AMBU: PERFIT ACE 000281000) NO SUB		6.70	4.91	4.87-4	3.84-2	5.49	3.95-3	5.32
345-30	91	200 EA	EXTRICATION COLLAR, 2 PIECE FOR INFANT/PEDIATRIC PATIENTS (UNDER 20KG) NOT STANDARD "PHILLY" COLLARS			9.35-2	4.87-DNMS	7.48-1	10.94-3		
269-72	92	750 EACH	FENTANYL: 0.05MG/ML IN 2ML vials (total 100mcg. per vials) (VIALS ONLY)			1.30-2-Non Stock Item		1.3828-1 hx		2.50-4	
345-30	93	10	FERNO CODE 1 PEDI Bag w/ pouches, RED			431.20-3	166.25-1			333.00-2	
345-30	94	10	FERNO TRAUMA A/W Mgmt. BAGS. Red		341.54	220.22-UTI	234.05-2	204.12-1		243.00-4	238.00-3
201-41	95	NEW	GLOVES MICROFLEX LIFESTAR XS-XXL		0.1655	0.12-4	0.121	0.1054-1	0.12-3	0.115-2	0.14634
201-41	96	NEW	GLOVES SUPRENO EC PF XS-XXL		0.186	0.14	0.123-3	0.1098-1	0.14-4	0.112-2	0.1562
201-41	97		GLOVES, POWDER FREE NITRILE EXAM GLOVES - APEX PRO by DIGITCARE (ONLY). MUST MEET NFPA 1999 (2013 EDITION). SIZES: X-TRA SMALL THRU XX-TRA LARGE.		0.1418	0.12	0.1067-2	0.1129-3		0.115-4	0.1170
201-41	98	500 BOXES EACH	GLOVES, POWDER FREE-CHLOROPRENE, NEOPRO EC: SIZES: X-TRA SMALL THRU XX-TRA LARGE (Must be MICROFLEX Brand, no substitution allowed)		0.2454	0.18-3	0.225	0.1358-1	0.20	0.136-2	0.2048-4
269-72	99	300 EA	GLUCAGEN (GLUCAGON) AS A BOXED SET W/ 1 MG VIAL (POWDER) AND 1ML VIAL STERILE WATER FOR RECONSTITUTION (BEDFORD LABS NDC 55390-004-01)		246.84	359.57		182.00-1	187.15-3	183.95-2	
269-72	100		HALDOL (HALOPERIDOL); 5MG/ML IN 1 ML VIALS (VIALS ONLY)		1.30-UTI	0.92-DNMS		1.11-UTI	4.88-3	2.55-1	
345-30	101		HALO CHEST SEALS (2 PACK)		21.79	16.24	16.89	10.98-1	13.90-2	14.55-4	14.31-3
345-30	102	2000 EA	HAND SANITIZER, ANTISEPTIC TOWELETTES W/ 0.5% CHLOROXYLENOL (VIONEX, by METREX ONLY) reorder # 10-1540 NO SUBSTITUTIONS		0.2278	0.17-3	0.195	0.2156	0.19	0.159-2	0.1766-4
345-30	103	250 EA	HAND SANITIZER, PURELL INSTANT LIQUID (with moisturizer) by GOJO, IN 2 OZ. BOTTLES ONLY (not 4 oz.) NO SUBSTITUTIONS		3.06	0.97-1	1.79	2.04	1.53-3	3.125	1.50-2

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
875-70	104	200 EA	HUBER NEEDLE, SURECAN SAFETY W/ PASSIVE SAFETY CLIP: 20 Ga. X 1 in. (REF. NUMBER 471745) by B. BRAUN - NO SUBSTITUTIONS					5.02-3		4.7599-1	4.77-2
200331	105	3000 EA	I.V. ADMIN. SET 15 GTT. WITH UNIVERSAL SPIKE, TWO ULTRASITE INJECTION SITES, AND SPIN-LOCK CONNECTOR. APPROX. 80-100" LENGTH (Latex Free)			2.19-4	1.28-UTI	1.85-3	4.23	1.64-1	1.67-2
200331	106	250 EA	I.V. ADMIN. SET 60 GTT W/ 1 ULTRASITE INJECTION SITE (Latex Free)			1.42-3	1.18-1	1.57-4	2.52	1.69	1.39-2
200331	107	30 BX	I.V. CATHETER 14 GA X 1.25"; PROTECTIV (by CRITIKON)		1.95	1.56-4	1.2988-1	1.77	1.70	1.33-2	1.4888-3
200331	108	100 BX	I.V. CATHETER 16 GA X 1.25"; PROTECTIV (by CRITIKON)		1.95	1.43-3	1.2988-1	1.77	1.70	1.33-2	1.4888-4
200331	109	100 BX	I.V. CATHETER 18 GA X 1.25"; PROTECTIV (by CRITIKON)		1.9204	1.43-3	1.2988-1	1.77	1.70	1.33-2	1.4888-4
200331	110	100 BX	I.V. CATHETER 20 GA X 1.25"; PROTECTIV (by CRITIKON)		1.9204	1.43-3	1.2988-1	1.77	1.70	1.33-2	1.4888-4
200331	111	30 BX	I.V. CATHETER 22 GA X 1.00"; PROTECTIV (by CRITIKON)		1.92	1.43-3	1.2988-1	1.77	1.70	1.33-2	1.4888-4
200331	112	30 BX	I.V. CATHETER 24 GA X .75"; PROTECTIV (by CRITIKON)		1.95	1.43-3	1.2988-1	1.77	1.70	1.33-2	1.4888-4
200331	113		I.V. CATHETER, CURAPLEX CLEARSAFE COMFORT: SIZES FROM 14ga. THRU 24ga.		1.8172	1.35-2		1.27-1		1.42-3	
200331	114	200 EA	I.V. CATHETER: 14ga X 5.25"; SUBCLAVIAN/PARICARDIOCENTESIS NEEDLE			15.27-2	7.76-1	17.06-4		20.00	15.42-3
200331	115	4000 EA	I.V. INJECTION SITE TUBING, with REMOVEABLE ULTRASITE INJECTION SITE; 7"-10" LENGTH; LARGE BORE (PREFERRED: ICU MEDICAL B9900-297) (Latex Free)		3.516	2.62	1.04-DNMS	1.16-2		1.22-3	1.14-1
200331	116	100 EA	I.V. PRESSURE INFUSER BAG W/ GAUGE, DISPOSABLE: for 1000cc Bags. (Not any type of Blood Pressure cuff)		19.442	10.78-4	7.85-2	15.64	14.80	13.16	7.50-1
200670	117	200 EA	INFECTION ISOLATION KIT, UNI-SIZE WITH LONG SLEEVED PERSONAL PROTECTIVE GOWN, N-95 TYPE MASK (universal size), HEAD BOUFFANT, SHOE COVERS, AND INFECTIOUS WASTE BAG IN A PROTECTIVE BAG OR POUCH			4.43-3		6.16	3.34-1	5.62-4	3.43-2
200325	118	1200 EA	INSTANT GLUCOSE 15 GRAMS (TUBE ONLY, NO TEAR OPEN POUCHES)		4.6666	3.48	3.25-2	3.29-3	1.09-DNMS	3.33-4	3.01-1
200331	119	400 EA	INSTANT ICE PACKS 6" X 9" (approximate therapeutic time - 20min)		0.41125	0.18-2 hx	0.39583	0.16-1	0.45	0.52	0.39-4
200331	120	NEW	IRRIGATION CAP WOUND SHIELD (662209)		4.6536	3.47-2		3.86-3		19.60	2.92-1
200331	121	25 BX	K Y JELLY .09 OZ FOIL PACK		0.04493-4	0.06	0.0409-3	0.06298	0.03-1	0.05	0.0393-2
200331	122	10 EA	KENDRICK EXTRICATION DEVICE, such as FERNO MODEL 125		59.83	44.55-1	57.50	50.00-2	119.31	57.00-4	53.69-3
200325	123		KETAMINE: 500MG/10ML VIALS		4.362-3	3.84-1		4.241-2		12.00	
200331	124	10	KING VISION REUSABLE DISPLAY (KVISO1)		3418.99	1648.90	1279.00-4	1037.99-2		1020.00-1	1703.00

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200331	125	300	KING VISION VIDEO CHanneled BLADES, # 3 (Ref. KVL03C)		45.49	32.95-3	11.75-DNMS	32.59-2		30.55-1	34.00-4
200331	126	75 BX	LANCETS - SINGLE USE WITH AUTOMATIC SPRING LOADED LANCET RETRACTION AFTER USE (Surgilance One-Step safety lancet SLN 240100 (ORANGE)) - NO SUBSTITUTIONS		0.0936-4	0.07-1	0.0989	.1346	0.10	0.0895-3	0.074-2
200331	127	NEW	LARYNGOSCOPE BLADE AND HANDLE DISPOSABLE MILLER 0 (TRULITE) (NO SUBS)					14.81-1			
200325	128	600 EA	LIDOCAINE (XYLOCAINE - Bidder to specify which) 2% 100MG/5ML; PFS (NEEDLELESS)		3.631-3	3.13-2		4.63	4.57-4	2.85-1	
200331	129	10	LUCAS 2 STABILIZATION STRAP (4 PACK) (#11576-000037)		112.125		85.80-3	81.95-2		74.75-1	
200331	130	100 EA	LUCAS 2: MANUAL CPR DEVICE, SUCTION CUPS (PHYSIO CONTROL BRAND #11576-000047 ONLY)		52.1516		34.9875-3	34.98416-2	37.92-4	33.18-1	
200331	131	10	LUCAS 2: PATIENT STRAP - 3 PACK (#11576-000051)		113.10		86.6533-4	76.06-2	83.52-3	73.17-1	
200331	132	10 EA	MAGILL FORCEPS, ADULT		4.55	4.13	3.60-4	3.42-2	3.35-1	3.45-3	4.06
200331	133	10 EA	MAGILL FORCEPS, PEDI		38.52	4.13	3.60-4	2.88-1	3.07-2	3.45-3	3.72
200325	134	150 EA	MAGNESIUM SULFATE, 1 GM VIALS			2.05-4		1.86-2	1.99-3	1.78-1	
200331	135	100 EA	MALE URINAL, PLASTIC		0.65	0.48-3	0.65	0.54	0.50-4	0.42-2	0.34-1
200325	136	250 EA	METHYLPREDNISOLONE (SOLUMEDROL) 125 mg/2 ML ACT-O-VIAL WITH STERILE WATER DILUENT (SELF CONTAINED UNIT)		14.3116	12.59		11.63-2	11.82-4	10.21-1	
200335	137	200 EA	MULTI TRAUMA DRESSING 10" X 30"		3.17	0.86	0.67-2	0.74-3	0.39-1	0.75-4	0.75-4
200670	138	200 EA	N95 COMPLIANT FACE MASK, MEDIUM: that meets or exceeds CDC and NIOSH requirements for Tuberculosis protection.		28.28	0.97	0.8325-4	0.9695	0.95	0.78-1	0.83-3
100875	139	100 BX	NAIL POLISH REMOVER PACKS	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200325	140	750 EA	NALOXONE (NARCAN - Bidder to specify which) 2MG/2ML; PFS (NEEDLELESS)		47.15	40.63-4		34.38-1 hx	36.76-3	33.44-2	
200331	141	4000 EA	NASAL CANNULA, ADULT, CURVED TIP (LATEX FREE)		0.475	0.18-1	0.25	0.22-3	0.27	0.24-4	0.24-4
200331	142		NASAL CANNULA, PEDI (LATEX FREE)		1.1734	0.18-1	0.32-4	0.21-2	0.29-3	0.47	0.34
200331	143	100 EA	NASOPHARYNGEAL AIRWAYS, SIZE RANGES - #14, 16, 18, 20, 22, 24, 26, 28, 30, 32, & 36 (non sterile, w/o expiration dates) ROUSH BRAND #s 123144 THRU 123136 (Latex Free)			2.53	2.40	1.06-1	2.15-4	2.00-2	2.11-3
200331	144	200	NEBULIZER "T" CONNECTOR: WITH (1) - 22MM ID END and (2) - 22MM OD ENDS. (INTERSURGICAL # 19826000)		1.5862-4	0.74-UTI	0.69-DNMS	0.43-DNMS		0.85-1	0.88-2

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200331	145	100	NEBULIZER 90 DEGREE CONNECTOR: WITH 22MM ID / 22MM OD ENDS.			0.49-2		0.38-DNMS		0.72-3	0.39-1
200331	146	100	NEBULIZER STRAIGHT CONNECTOR: MUST HAVE 22MM FEMALE/15MM FEMALE ENDS			0.24-2	0.24-1 hx	0.48-4		1.00	0.27-3
200331	147	500 EA	NEBULIZER W/ MASK - ADULT SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. (Latex Free)			0.67	0.87	0.74	1.50	0.97	2.60-1
200331	148	500 EA	NEBULIZER W/ MASK - CHILD SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. (Latex Free)			0.67	0.87	1.14	1.69	1.42	1.99-1
			Above two items chosen to purchase from same vendor based on proven history and exact material with bigger canister								
200331	149	200 EA	NEBULIZER, INLINE KIT: WITH 4-6 FOOT SUPPLY TUBING, AND TEE CONNECTOR. TEE CONNECTOR ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200331	150	200	NEBULIZER: INDIVIDUAL WRAPPED ITEM. MUST BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. INTERSURGICAL #1402030 PREFERRED.			0.55-DNMS				0.81-1	
200331	151		NEBULIZER: SUPERSET CATHETER MOUNT W/ DOUBLE SWIVEL ELBOW AND PORT (INTERSURGICAL # 3509031)		4.2642-4	6.05		1.21-DNMS		2.31-1	2.38-2
200335	152	500 EA	NEEDLE, 21ga. X 1.5 ; LUER LOCK, W/ BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE (NO SUBSTITUTION)		0.3134	0.28-4	0.422	0.3003	0.28-3	0.28	0.2112-1
200335	153	250	NEEDLE, 25ga. X 5/8 ; LUER LOCK, W/BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE		0.3134	0.28	0.31	0.2542-3	0.28-4	0.28	0.2112-1
200331	154	10	NEOTECH MECONIUM ASPIRATOR, DISPOSABLE (CAT# N0101)		5.43	3.96-3	3.14-1	4.43	4.25-4	3.74-2	4.21
200325	155		NITRO -BID FOILPAKS: NDC 0168-0326-08		2.9627	2.21-1		2.45-4	2.36-3	2.22-2	
200325	156	200 EACH	NITRO TABLETS, 0.4mg @ 25 per bottle. EACH BOTTLE TO BE INDIVIDUALLY PACKAGED SO AS TO BE IDENTIFIED WHEN OPENED.		1.9756	1.39-2		1.4572-3	1.62-4	1.35-1	
200331	157	1000 EA	NON REBREATHER MASK (TOTAL) ADULT, WITH RESERVOIR & TUBING (LATEX FREE) (NO EXPIRATION DATE)		1.48	0.74-4	7.99	0.61-1	0.47-DNMS	0.63-2	0.65-3
200331	158	500 EA	NON REBREATHER MASK, PEDI; WITH RESERVOIR AND TUBING (LATEX FREE) (NO EXPIRATION DATE)		1.44	1.08	7.99	0.61-1	0.75-3	0.79-4	0.64-2
200325	159	100 EA	NOREPINEPHRINE 0.1%: 4MG/4ML (VIALS ONLY, NO AMPULES ACCEPTED)		24.903-4	21.91-1		10.53-DNMS	22.96-3	22.30-2	
200325	160	2000	NORMAL SALINE, 0.9%: PREFILLED SYRINGE. 10ML VOLUME IN 10ML SYRINGE (LUER LOCK)		2.033	0.32-3		0.52-1	0.47-4	0.52	0.286-2

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200325	161	200	NORMAL SALINE, 100 CC BAGS		2.83287-3	1.86-2		1.74562-1		3.20-4	
200325	162	2000 EA	NORMAL SALINE, 1000 CC BAGS		6.24-3	5.08-2		4.67-1		7.00-4	
200325	163	2000 EA	NORMAL SALINE, 500 CC BAGS		5.34-3	4.38-2		2.25-1		7.00-4	
			Purchase above 4 items of saline from same vendor for delivery and no limit on quantity purchase								
200331	164	NEW	NOSE CLIP PLASTIC		0.3554	0.23-1 hx	9.20	.3154-4	0.35	0.23-2	0.25-3
			O-TWO E SERIES REPLACEMENT FILTER 01CV8040-CS								
			O-TWO LEAK TEST KIT 01TA7650								
200331	165	50 EA	OB KIT, W/ SEALED POUCH AND CARDBOARD BOX CONTAINER. MOTION MEDICAL DISTRIBUTING (stock # 1736) ONLY. NO SUBSTITUTIONS.			9.85-2				8.16-1	10.38-3
200331	166	100 EA	ORAL PHARYNGEAL AIRWAYS - SIZE RANGES: 50,60,70, 80, 90 & 100 mm (Latex Free)		3.84	2.24	0.18-4	0.09-1	0.23	0.16-3	0.13-2
200331	167	10	OXYGEN, PRESSURE REGULATOR FOR "D" SIZE TANK, 0-25 LPM CONSTANT FLOW - STANDARD BARB; W/ 1 STANDARD DISS OUTLET WITH CHECK VALVE, BRASS CORE FOR REDUCED WEIGHT; WITH PROTECTED CONTENTS GAUGE; WITH 5 YEAR OR LONGER WARRANTY.			164.51	29.57-2	59.82-4	111.21	41.40-3	28.00-1
200331	168	50 EA	OXYGEN: "D" CYLINDER WRENCH, SMALL, ALUMINUM ONLY (NOT PLASTIC)			1.84-3	2.45	1.60-1	1.93-4	0.30-Wrong Item	2.35
200331	169	50 EA	OXYGEN: "K" CYLINDER REGULATOR WRENCH, ALUMINUM, (w/ slotted mounting holes)			3.60-1	4.39-3			4.09-2	
200331	170	10 EA	OXYGEN: CYLINDER SLEEVE, SOFT BAG, WITH VELCRO ATTACHMENTS TO FIT "D" CYL.			33.88	19.05-2	21.38-3	11.20-1	60.00	
200331	171	30 EA	OXYGEN: FLOW METER; REPLACEMENT OXYGEN TREE - PLASTIC		0.57	1.05	0.47	0.27-1	0.56	0.39-3	0.37-2
200331	172	10 EA	OXYGEN: PRECISION FLOW CONTROL VALVE/ FIXED FLOW RATE SETTINGS; (0-25 LPM) with PREATTACHED MALE QUICK CONNECT FITTING W/ 1/8" MALE PIPE FOR AMBULANCE WALL MOUNTING (NOT FLOW TUBE).			45.47-3	37.02-1	43.82-2	99.37	45.47-4	49.32
200331	173	10 EA	OXYGEN: PRESSURE REGULATOR, HIGH FLOW W/ STANDARD DISS OUTLET WITH CHECK VALVE; FOR "K" - SIZE OXYGEN TANKS ON TRUCKS			54.95-Wrong Item	65.23-Wrong Item	71.04-1		72.00-2	
200331	174	2000	OXYGEN: SUPPLY TUBING, UNIVERSAL (APPROX. 7 feet length)		0.36	0.27-3	0.36	0.23-1 hx	0.35-4	0.39	0.211-2
200670	175		PARA SHIELD FACE SHIELD WITH MASK	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200331	176		PATIENT RESTRAINTS LEG, POSEY 2791Q		37.08	25.71-2	34.80	27.89-3		28.04	23.71-1

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200331	177		PATIENT RESTRAINTS WRIST, POSEY 2790Q		37.08	25.71-2	34.80	28.18-3		28.69	23.71-1
200331	178	200 EA	PEEP DISPOSABLE DIVERTER, to fit O-TWO Medical SMART O2 Bag (O-TWO# 17MP7020-cs)		1.862	1.37-2	1.525-3	1.899		1.30-1	
200331	179	200 EA	PEEP, DISPOSABLE VALVE WITH INTEGRAL FILTER: 30MM FEMALE FITTING & ADJUSTABLE RANGE 0-20 cm H2O @ 12 PER BOX (Allied HCP #520073)			2.75-2	3.3208	3.12	4.40	2.84-4	2.76-3
200331	180		PENLIGHT, DISPOSABLE:W/ POCKET CLIP AND WHITE LIGHT.			1.21	0.6166-3	0.57833-2	0.62-4	0.6667	0.53-1
200310	181		PHILIPS ECG MONITORING ELECTRODES, M2202A		0.3998	0.30-4	1.705	0.274-2	0.29-3	0.26-1	
200310	182		PHILIPS EtCO2 ADULT SENSOR, NON-INTUBATED, M2526A		20.4288	15.21	9.98-3	8.23-1	14.59-4	8.81-2	
200310	183		PHILIPS EtCO2 PEDI SENSOR, NON INTUBATED; M2524A		23.296	15.21	13.95-3	9.38-1	14.82-4	9.70-2	
200310	184		PHILIPS EtCO2 SENSOR, ADULT/PEDI INTUBATED; M1920		17.7264	10.58-4	14.5012	7.69-1	10.31-3	8.92-2	
200310	185		PHILIPS EtCO2 SENSOR, NEONATE/INFANT INTUBATED M1923			17.25-3	18.104-4	12.00-1		17.18-2	
200310	186		PHILIPS HEARTSTART FR-2+ AED, REPLACEMENT BATTERY		246.01	182.16-4	219.74	156.81-1	156.82-2	178.85-3	
200310	187		PHILIPS MRX; 10 LEAD ECG TRUNK CABLE, 12 PIN CONNECTOR: SHORT CABLE		276.90-UTI	184.80- Wrong Brand	235.41-3	189.61-2		185.72-1	
200310	188		PHILIPS MRX; CHEST ECG CABLE SET W/ 5 WIRE GRABBERS (SNAP ON STYLE 989803176171)		182.00	107.80-4	10230.00	102.52-2	105.00-3	97.02-1	
200310	189		PHILIPS MRX; ECG 75MM CHEMICAL THERMAL PAPER (80 ROLLS/CASE)		6.631	2.77-2	1.56-1	4.40-3	4.65	4.40-4	
200310	190		PHILIPS MRX; EXTERNAL MULTIFUNCTION CABLES; PLUG STYLE W/ Q-CPR		249.60	138.60-3		111.02-1		124.74-2	
200310	191		PHILIPS MRX; LIMB ECG CABLE SET W/ 5 WIRE GRABBERS (SNAP ON STYLE 989803176161)		107.55-4	92.40-3		87.88-1	90.00-Wrong Item	92.00-2	
200310	192		PHILIPS MRX; LITHIUM ION BATTERY MODULE		429.14	319.55-3	384.00-4	293.53-1	311.25-2	399.00	
200310	193		PHILIPS MRX; MBP INTERCONNECT TUBING, 1.5M			56.21-4		52.18-2	54.75-3	50.59-1	
200310	194		PHILIPS MRX; Q-CPR COMPRESSION SENSOR (SECOND GENERATION).			924.00-1		3.775-Wrong Item		3.58-Wrong Item	
200310	195		PHILIPS MRX; Q-CPR REPLACEMENT ADHESIVE PADS		5.170-4	3.85-3	5.541	3.699-2		3.58-1	
200310	196		PHILIPS MRX; REUSABLE SpO2 SENSOR, ADULT FINGER		232.67-4	203.28-3	129.35- Wrong Item	188.76-2		186.00-1	
200310	197		PHILIPS MRX; REUSABLE SpO2 SENSOR, PEDI/SMALL ADULT FINGER		273.00	203.28-3	175.25- Wrong Item	188.76-2		186.00-1	
200310	198		PHILIPS MRX; SpO2 DISPOSABLE SENSOR: ADULT/PEDI			9.39-3	12.30-4	8.70-2		8.60-1	
200310	199		PHILIPS MRX; SpO2 DISPOSABLE SENSOR: NEONATE/INFANT		15.3565	11.43-4	14.70	10.4935-1 hx Delivery	11.14-3	10.45-2	

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200310	200		PHILIPS MRX; TEST LOAD FOR USE W/ M3506A			96.25-3	110.15-4	88.85-1		89.70-2	
200310	201	2000 ea	PHILIPS MULTI FUNCTION ELECTRODE PADS, ADULT PLUS		28.70	20.87-4	13.20-1	14.28-2	21.75	18.77-3	
200310	202	1000 ea	PHILIPS MULTI FUNCTION ELECTRODE PADS, PEDI PLUS		30.854	22.02	13.20-1	14.28-2	21.75-4	18.77-3	
200310	203		PHILIPS NBP, ADULT NON-DISPOSABLE: SIZE RANGE 25-35CM		43.43-4	24.64-2	14.15-Wrong Item	30.78	5.40-Wrong Item	22.81-1	
200310	204		PHILIPS NBP, INFANT NON-DISPOSABLE: SIZE RANGE 10-19CM		34.13-4	20.79-3	8.89-Wrong Item	19.42-2		19.25-1	
200310	205		PHILIPS NBP, LARGE ADULT NON-DISPOSABLE: SIZE RANGE 33-47CM		52.74-4	25.41-2	15.79-Wrong Item	37.37-3		23.52-1	
200310	206		PHILIPS NBP, PEDI NON-DISPOSABLE: SIZE RANGE 18-26CM		37.23-4	22.33-2	10.10-Wrong Item	26.39-3		20.67-1	
200310	207		PHILIPS NBP, THIGH NON-DISPOSABLE: SIZE RANGE 46-66CM		68.25-4	40.04-2	19.60-Wrong Item	48.35-3		37.07-1	
200310	208		PHILIPS NECLOR SpO2 ADAPTER CABLE		217.17	161.70	158.41-3	128.69-2		125.93-1	
200310	209		PHILIPS RX; AC POWER MODULE			326.48-4	364.21	281.84-1	289.09-2	302.23-3	
200331	210	50 BX	PILLOW CASES, DISPOSABLE - PAPER COVERED PATIENT SIDE W/ FLUID RESISTANT BARRIER		0.2497	0.26	0.2587	.1532-3	0.15-2	0.30	0.1892
200331	211		PILLOWS, DISPOSABLE: 21" X 27" HEAVY WEIGHT. (such as Medline NON2439322 or thicker) Send sample.		3.2775-4	2.44-1		2.95-2		4.00	
200331	212	30 EA	PROVIDINE IODINE PREP PADS		0.0442	0.03-2	0.0354	.0362	0.033-4	0.0299-1	0.033-3
	213	NEW	QUANTUM ACR4 CHILD RESTRAINT			614.90-2	719.57-4			599.00-1	652.50-3
200335	214	500 EA	QUIKCLOT COMBAT GAUZE: 3" X 4 YARD - "Z" fold packages	28.99 THIS IS 5' and the one we got	42.64	31.37-1	35.84	33.95-3	34.35-4	32.42-2	35.80
200675	215		RAINCOATS W/ HOODS AND EMS LOGO, 48" PVC VINYL or longer: Sizes - Sm to XXL; COLOR YELLOW.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200331	216	10 EA	RAZOR, GALLANT PREPARATION: CONTOURED HANDLE, Platium coated Stainless Steel Blade		0.4374	0.33-4	0.3578	0.35	0.32-2	0.32-3	0.30-1
200325	217		REGLAN (METOCLOPRAMIDE); 5MG/ML IN 2ML VIALS 10mg in 2ml vial(VIALS ONLY)		1.5976	1.38-3		1.27-2	1.25-1	3.92	
	218		RESTRAINTS SOFT POSEY 2510 (NO SUB)		4.99	3.47-2	4.70	3.50-3		3.78	3.19-1
200331	219	100 EA	RING CUTTER		12.10	3.58-1	4.35-3	4.20-2	5.97	5.40-4	10.27
200331	220	NEW	ROCHESTER CURVED FORCEPS 8.50" (2812-80994)		38.05-4	59.48	3.60-Wrong Item	3.84-1		17.00-3	
200325	221	50	ROCURONIUM BROMIDE: 10MG/ML IN 10ML VIALS. REFRIGERATED.		7.986	6.89-2		6.83-1		6.999-3	

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200331	222	10 EA	SALEM SUMP TUBES, DOUBLE LUMEN, SIZES: 10fr, 12FR and 18FR. (w/o expiration date). (Latex Free) NOT LEVIN TUBE!			1.76-2	1.89	1.99	1.80-4	1.68-1	1.77-3
200331	223	500 EA	SCALPEL, RETRACTABLE SAFETY STYLE WITH #11 BLADE (DYNAREX #4161)		0.865	0.64-2	0.69	0.689-4	2.10	0.58-1	0.65-3
200300	224	50 EA	SCOOP STRETCHER: FERNO MODEL 65		453.92	328.79-3	510.41	193.87-1	937.50	420.00-4	313.23-2
200331	225	1000 EA	SHARPS CONTAINER - 5 QUART, KENDALL SHARPS-A-GATOR, POINT OF USE: SHARPS CONTAINMENT SYSTEM (#4838)		3.54	2.64-3	2.89	2.89	2.70	2.44-1	2.66-4
200331	226	500 EA	SHARPS CONTAINER HIDDEN BRACKET W/ INDIVIDUAL KEY - TO FIT KENDALL, SHARPS-A-GATOR SYSTEM: (#4841-HK)		1.362-UTI	4.74-3		20.84	5.87-4	4.49-1	3.61-Wrong Item
200331	227	100 EA	SHARPS SHUTTLE, FOR USE IN MED KIT.		5.79	1.49-3	1.54-4	1.31-1	1.57	1.42-2	1.38-UTI
200325	228	100 ea	SODIUM BICARB. 8.4 % 50 ML; (NEEDLELESS) W/ LUER LOCK PFS		13.47	10.79-3		11.75-4	9.76-2	9.44-1	
200331	229	50 EA	SOFT TIP SUCTION CATHETERS; SIZES 6FR, 8FR, 10, 12, 14FR, 16 & 18FR.		1.304	0.21-4	0.22	0.14-1	0.38	0.19-3	0.17-2
200331	230	200 EA	SPLINT, MULTI-PURPOSE EMERGENCY.WATERPROOF, MALLEABLE POLYVINYL/ALUMINUM CONSTRUCTION, WASHABLE, REUSEABLE, X-RAY TRANSLUCENT. 36" (ORIGINAL SAM SPLINT REQUIRED)			6.33-1	7.99	7.07-4	6.67-3	6.50-2	7.87
200331	231		SPLINT, PELVIC BINDER - SAM PELVIC SLING II		74.35	53.90-2	69.87	53.65-1	56.54-4	54.00-3	65.62
200331	232	1000 EA	SPLINTS 9", PADDED I.V. ARM BOARD		1.29	0.90-4	0.50-2	0.93	1.08	0.41-1	0.51-3
200335	233	NEW	SPONGE HEMOSTATIS XSTAT-12 (REVMEDX RVMFIN-0001-02)					39.97-UTI			62.50-1
200325	234	100 EA	STERILE WATER FOR INJECTION, 10ML VIAL		1.2508	1.08-3		1.07-2	1.12-4	0.80-1	
200325	235	100	STERILE WATER FOR IRRIGATION, not INJECTION: 250 CC BOTTLES BAXTER 2F7112 (NDC # 0338-0004-02)		5.23	2.55		2.24-2	2.24-3	2.35-4	1.34-1
200331	236	100 EA	STETHOSCOPE DUAL HEAD, GENERIC		18.40	2.26-2	2.30-3	3.48	3.09-4	3.10	1.67-1
200300	237	5000 EA	STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO; CHEST HARNESS STRAP W/ SHOULDER STRAPS. BOTH SIDES OF CHEST HARNESS STRAPS MUST BE ADJUSTABLE. (BLACK)	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200300	238	5000 EA	STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO; TO SECURE WAIST AND FEET/LEGS. 2 PIECE, MINIMUM 80" EXTENDED LENGTH. (BLACK)								6.32-1
200300	239	20	STRETCHER SHEET W/ POLY BACKING FOR FLUID BARRIER; SNUGFIT, NON-WOVEN, FITTED BOTTOM WITH ELASTIC CORNERS, DISPOSABLE; 30" X 84" (Graham Medical - GRA)		1.64	1.22-3	1.67	1.3458	1.40	1.30-4	1.20-2
	240		STRETCHER SHEET W/ POLY BACKING FOR FLUID BARRIER; SNUGFIT, NON-WOVEN, FITTED BOTTOM WITH ELASTIC CORNERS, DISPOSABLE; 30" X 84" (Like the Taylor E-Force or)		1.344-UTI	1.22-Wrong Item	1.67-4	1.4053-2		1.44-3	0.986-Wrong Item
200300	241	20	STRETCHER SHEET, FLAT TOP W/ POLY BACKING FOR FLUID BARRIER; DISPOSABLE: APPROX. 40" X 90"		0.615	0.45-4	0.5398	0.3194-1	0.42-3	0.47	0.5658

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200300	242	50 EA	STRETCHER, FLEXABLE: GRAHAM MEDICAL MEGA-MOVER MINIMUM 800 LB. WEIGHT CAPACITY		30.69	17.13	16.50	12.87-1	18.34	15.48-3	15.53-4
200300	243	300 EA	STRYKER: FOWLER O2 BOTTLE HOLDER COVER (P/N 6500-001-260)								
200300	244	200 EA	STRYKER: POWER PRO BASE STORAGE NET (P/N 6500-001-126)				119.00-1		186.97-2		
200331	245	300 EA	SUCTION CONTAINERS; DISPOSABLE 1200 CC CANISTERS W/ 6" DIAMETER (BEMIS SYSTEM II)		3.35	2.50-2	2.37-1	2.84-4	3.03	2.60-3	5.78
200331	246	10 EA	SUCTION TIP, Hi-D Ducanto (NO SUB) by SSCOR (NON LATEX)		2.21-3	1.72-1	2.29-4	2.04-2	1.73-DNMS	1.73-DNMS	
200331	247	5 EA	SUCTION TUBING 9/32" ID tubing X 6' W/ MOLDED FEMALE CONNECTORS & MALE CONNECTOR (NON LATEX)		0.9525-3	1.09	0.99-4	0.54-DNMS	0.88-2	1.00	0.77-1
200331	248	10 EA	SUCTION, BATTERY POWERED: S-SCORT III MODEL 74000, W/ TWO- POSITION REGULATOR (RED COLOR)		672.53	500.78-2	635.21-4	506.50-3	39.38-Wrong Item	488.75-1	
200331	249	1000 EA	SUCTION, REPLACEMENT BATTERY FOR S-SCORT III [rectangular (80638) battery]		46.54	34.65-2	33.46-1	38.47	36.58-4	36.00-3	
200331	250	1000 EA	SUCTION, REPLACEMENT CHARGER (110VAC TO 12VDC) FOR S-SCORT III (#80533)		73.87-4	74.80	70.35-3	59.57-2	75.44	58.00-1	
200335	251	2000 EA	SYRINGE, 1 CC - LUER LOCK TIP without needle, packaged 5 to a strip, 100 to a box		0.4616	0.03-Wrong Item	0.122-2	0.06-Wrong Item	0.34	0.13-3	0.1068-1
200335	252	500 EA	SYRINGE, 10 CC - LUER LOCK without needle; packaged 5 to a strip & 100 to a box.		0.1231	0.04-1	0.0899-3	0.09-4	0.10	0.11	0.0575-2
200335	253	500 EA	SYRINGE, 20 CC - LUER LOCK TIP, without needle; packaged (MINIMUM) 40 to a box.		0.36187	0.06-1	0.21-3	0.22-4	0.27	0.28	0.16-2
200335	254	1000 EA	SYRINGE, 3 CC - LUER LOCK without needle, packaged 5 to a strip, 100 to a box.		0.0584-4	0.03-1	0.0799	0.05-3	0.06	0.06	0.0417-2
200335	255	500 EA	SYRINGE, 30/35 CC - LUER LOCK TIP without needle.		0.787	0.08-1	0.23-3	0.33	0.31-4	0.43	0.18-2
200335	256	200 EA	SYRINGE, 60 CC - CATHETER TIP without needle.		1.1005	0.35-2	0.484	0.45	0.27-1	0.40-3	0.43-4
200335	257	100 BX	SYRINGE, 60 CC - LUER LOCK without needle.		0.62833	0.13-1	0.484	0.511	0.46	0.45-4	0.34-2
200335	258	200 BX	SYRINGE, 60CC - SLIP TIP without needle.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200331	259		TAPE 1" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)		2.9941	0.63-2	0.5825-1	0.72	0.73	0.68	0.66-3
200331	260	10	TAPE 2" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)		5.98	1.26-2	1.165-1	1.42	1.47	1.35	1.32-3
200331	261	NEW	Tape, Coban 1"		0.994	0.74	0.3166-1	0.49-2	0.88	0.8017	0.71-4
200331	262	NEW	Tape, Coban 2"		1.82	1.35	0.5125-1	0.77-2	1.61	1.28	1.28-4
200325	263	10	TETRACAINE 0.5%. 2ML BOTTLES			11.35-3		7.37-2	7.29-1		
	264		THERMOMETER WELCH ALLYN SURE TEMP PLUS 690 W/ WALL MOUNT AND ORAL PROBES		329.88	245.63-1	281.45	266.11-4	250.90-2	290.22	264.88-3
200331	265		THERMOMETER PROBE COVERS FOR SURE TEMP PLUS 690		0.04648	0.03-1	0.04556	0.03836-4	0.03-2	0.038	0.03572-3

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200331	266		THERMOMETER WALL MOUNTS ONLY FOR SURE TEMP 690		43.95	32.73-1	43.21	35.44-4	33.43-2	35.70	33.80-3
200331	267	10	THERMOMETER, TEMPORAL ARTERY: EXERGEN TAT-2000C (NO SUBSTITUTIONS)	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200331	268	NEW	Thermovent HME Device (70-580011EA)		6.1785	4.60-4		3.78-3		3.18-2	3.06-1
200331	269	50	TINCTURE OF BENZOIN; SWAB AMPULES		0.9055	0.22-1	0.377-3	1.0702	0.80-4	30.00	
200331	270	10	TOURNIQUET, IV: NON-LATEX, POWDER FREE (PRE-PACKAGED IN BUNDLES OF 50 PREFERRED) - SEND SAMPLE		0.1036-4	0.06 Not Banded and Rolled	0.0998-2	0.08-1	0.32	0.20	0.066-Not Banded and Rolled
200331	271	50 EA	TOURNIQUET, TRAUMA (C.A.T. ONLY) BLACK		27.68	20.46-2	22.78	22.42-4	23.77	20.45-1	22.71
200331	272	100 EA	TRACTION SPLINT, KENDRICK STYLE: ADJUSTABLE/FOLDABLE			97.90	77.45-4	71.25-3	60.51-2	59.00-1	
200325	273	NEW	TRANSEXAMIC ACID TXA 100MG/ML (VIAL ONLY) NO AMPULE ACCEPTED			8.03-1				10.80-2	
200335	274	100 EA	TRIANGULAR BANDAGES, MUSLIN CLOTH 54" X 27" (W / O SAFETY PINS) (PRE-PACKAGED IN BUNDLES OF 12)		0.46833	0.24-4	0.19166-2	0.21-3	0.30	0.32	0.19-1
200325	275	300 EA	TYLENOL (ACETAMINOPHEN) 500 MG TABLETS. LOOKING FOR 12 TO 24 COUNT BOTTLES.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200325	276		TYLENOL (ACETAMINOPHEN) SUSPENSION LIQUID, 160 MG /5ML: CHILDREN'S DOSAGE. LOOKING FOR 2 oz. (60cc) BOTTLES	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200331	277	20 EA	URINAL W/ LID: FOR USE ON AMBULANCE		0.68	0.48-3	0.65	0.54	0.50-4	0.42-2	0.34-1
200325	278	100 EA	VALIUM (DIAZEPAM - BIDDER TO SPECIFY WHICH) 10MG/2ML CONCENTRATION IN 2 ML. P.F.S. (NEEDLELESS)			33.87-2		31.785-1			
200331	279	250 EA	VENI-GARD (BRAND) ADULT 3" X 2.5" IV SITE SECURING DEVICE		0.4887	0.36	0.3114-4	.1999-1	0.45	0.36	0.20-2
	280		VENTILATOR CIRCUIT WITH PROTECTIVE SLEEVE O-TWO 01CV8030-CS ONLY (NO SUB)		27.858	20.46-1		22.162-2	226.29	23.80-3	
200331	281	250 EA	VENTILATION CIRCUIT W/SWIVEL & EXHALATION FILTER. ALLIED LSP #L599-190 ONLY		106.30	7.92-1	6.69-DNMS	8.590-4	10.00	8.275-3	8.83
200325	282		VERSED (MIDAZOLAM - BIDDER TO SPECIFY WHICH) 10MG/2ML CONCENTRATION IN 2 ML. VIALS SINGLE DOSE UNITS.			1.50-2		1.377-1		3.00-3	
200331	283	NEW	VETBOND SKIN ADHESIVE (TWM3M1469)		18.41-UTI	13.19-UTI		19.00-1		35.00-3	
200335	284	NEW	WOUND STAPLER 35 STAPLES PER GUN (218-8535)		14.7716	7.66-1		9.6333-4	22.06	8.00-3	7.90-2
200325	285	100 Boxes	Zofran (ONDANSETRON) 4MG ORAL DISOLVING TABLETS - SINGLE DOSE UNITS 30/BOX		0.097-UTI	0.12-1		0.162-3	0.16-2	1.111	
200325	286	100 boxes	ZOFRAN (ONDANSETRON) 4MG/2ML VIALS - SINGLE DOSE UNITS		0.308-UTI	0.50-1		0.62-4	0.53-2	0.60-3	

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

R&S Northeast	Southern Safety	Smart Medical	Two Rivers	Medline	
		0.0269	0.0266	0.014-2	
6.27			6.14	7.373	
			0.1044	0.082	
			1.954	0.110-4	
0.052		0.0611	0.08	0.047	
0.0158		0.01735	0.0145	0.012-4	
			0.67-3	0.589-1	
NBA	NBA	NBA	NBA	NBA	
			5.75		
0.85-3			5.88		
			16.986-4	16.934	
			16.986-4	16.934	
			16.986-4	16.934	
			16.986-4	16.934	
			28.31-4	16.934- DNMS	
			28.31-4	16.934- DNMS	
			28.31-4	16.934- DNMS	
0.176					
0.0072-4		0.0084	.00765	0.009	
			1.25-UTI	1.93-4	
0.0433			0.02555	0.631	
		0.199-4	0.2082	0.22	

Medical Supplies for Williamson County

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

R&S Northeast	Southern Safety	Smart Medical	Two Rivers	Medline	
		0-4	6.67	0	
		0-4			
		6.61-4	8.465	7.202	
NBA	NBA	NBA	NBA	NBA	
NBA	NBA	NBA	NBA	NBA	
			47.06	55.976	
0.165-UTI			0.1716-UTI	0.29	
			165.87-2		
			204.05		
			4.21		
	8.15-1	9.75-2	14.04		
			9.72-DNMS		
			4.05-DNMS		
			34.05-4		
			1.05	0.831-3	
0.902-2			1.50		
NBA	NBA	NBA	NBA	NBA	
NBA	NBA	NBA	NBA	NBA	

Medical Supplies for Williamson County

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

R&S Northeast	Southern Safety	Smart Medical	Two Rivers	Medline	
			2.00-4	1.07-DNMS	
			18.62-4		
				18.19	
	4.90		3.60	3.447	
			0.28		
			25.29		
			13.82	23.74	
			11.59	20.52	
				18.80	
			24.95	25.32	
			36.75	26.19	
			0.95	1.04	
			7.34	6.704	
			3.94	3.97	
0.0523	0.038-1		0.03912-2	5.797	
			10.00-2		
			307.68		
			6.05		
			0.80	0.204-3	
			159.76	35.278-3	
				35.278-3	
			93.07-4	105.442	

Medical Supplies for Williamson County

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

R&S Northeast	Southern Safety	Smart Medical	Two Rivers	Medline	
			1211.59		
5.78			17.65	2.21	
				2.725-4	
			2.17-UTI	3.499-3	
				0.27-4	
			250.00-3		
			0.75		
			10.74		
	0.185-1		.292		
			6.98		
			1.15	0.587-3	
			6.15	2.346	
			20.06-3		
			5.60-UTI	10.752	

Medical Supplies for Williamson County

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

Medical Supplies for Williamson County

R&S Northeast	Southern Safety	Smart Medical	Two Rivers	Medline	
			7.44	7.352	
			10.84	1.62-UTI	
			3.75		
				1.135	
	3.69-1		7.14	1.135-DNMS	
	3.69-1		5.50	1.135-DNMS	
			14.84-4		
			2.1448-3	0.91-Wrong Item	
				0.91-Wrong Item	
				0.91-Wrong Item	
			.1725	0.91-Wrong Item	
			0.205	0.91-Wrong Item	
	0.072 sub-1		.1881	0.91-Wrong Item	
			0.2258	11.318	
			199.87-4	11.318- Wrong Item	
			3.921-2		
			14.69		
	0.139-1		0.208		
			1.65-4		

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

R&S Northeast	Southern Safety	Smart Medical	Two Rivers	Medline	
			4.50	0.118-Wrong Item	
			5.63	0.118-Wrong Item	
			2.706	0.118-Wrong Item	
			2.8414	0.118-Wrong Item	
			2.706		
		1.25	2.7466		
		1.25	2.706	0.118-Wrong Item	
		1.25	2.706	0.118-Wrong Item	
			1.695-4	0.118-Wrong Item	
			18.54	0.118-Wrong Item	
			1.4942-4	0.118-Wrong Item	
			10.73-3	0.22-Wrong Item	
			5.75		
3.4766			10.07	0.147-Wrong Item	
		0.177-3	1.05	0.147-Wrong Item	
			4.20-4	0.147-Wrong Item	
			0.04826	0.147-Wrong Item	
			155.00		
			9.50-4		
			1210.00-3		

Medical Supplies for Williamson County

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

Medical Supplies for Williamson County

R&S Northeast	Southern Safety	Smart Medical	Two Rivers	Medline	
			40.00		
			0.1125		
			108.75-4		
			597.65		
			108.2366		
			15.50	0.217-Wrong Item	
			13.25	3.011-Wrong Item	
			0.95	7.726	
			11.68-3	3.702-Wrong Item	
			0.99	3.001	
0.7665-UTI			0.816-2	3.148	
NBA	NBA	NBA	NBA	NBA	
			45.00	2.858-Wrong Item	
		0.20-2	0.45	3.001	
			1.60	3.001	
			3.25		
			1.1346-3		

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

R&S Northeast	Southern Safety	Smart Medical	Two Rivers	Medline	
			1.24-4		
			0.5672		
			1.95	3.73	
			2.05		
NBA	NBA	NBA	NBA	NBA	
			2.823-3		
	0.222-2		0.2924	1.388	
	0.222-2		0.34	1.191	
			4.81	5.483	
1.2712-UTI			2.0616	1.10-Wrong Item	
		0.78	1.50		
			1.40	0.8565	
			25.84		
			0.75		

Medical Supplies for Williamson County

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

Medical Supplies for Williamson County

R&S Northeast	Southern Safety	Smart Medical	Two Rivers	Medline	
				42.66	
				0.17	
			0.95	23.171	
			14.50-4	43.293	
			0.65		
				10.019- Wrong Item	
			1.69-2	10.019	
			23.01-4	0.48-Wrong Item	
			0.45-4		
				0.652-Wrong Item	
				0.46-Wrong Item	
			0.62	0.035-Wrong Item	
NBA	NBA	NBA	NBA	NBA	
			28.52-4	0.65-Wrong Item	

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

R&S Northeast	Southern Safety	Smart Medical	Two Rivers	Medline	
			28.52-4	1.96-Wrong Item	
			1.827-4		
	2.70-1			16.094	
1.27		2.03	2.35	16.058	
			0.3406	16.042	
			19.64	15.882	
			19.64	15.882	
			13.66	15.882	
			54.28		
			184.20		
			266.36-4	15.882- Wrong Item	
			139.15	15.882- Wrong Item	
			5.46237	15.882- Wrong Item	
			155.29-4	15.882- Wrong Item	
			115.00	15.882- Wrong Item	
			365.61	1.044-Wrong Item	
				0.785-Wrong Item	
				0.880-Wrong Item	
			5.514	1.366-Wrong Item	
			262.39	0.88-Wrong Item	
			232.58-4	1.155-Wrong Item	
			13.971		
			13.0825	2.815-Wrong Item	

Medical Supplies for Williamson County

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

R&S Northeast	Southern Safety	Smart Medical	Two Rivers	Medline	
				0.34-Wrong Item	
			29.88	0.028-Wrong Item	
			31.75	5.37-Wrong Item	
			41.64		
			44.49		
			59.08		
			37.00		
			71.26		
			158.58-4	0.295-Wrong Item	
			339.58		
	0.149-1		0.18-4	6.041	
	3.89		3.1833-3	2.89-Wrong Item	
0.0344			0.10	0.405	
			945.00		
			29.99-UTI		
NBA	NBA	NBA	NBA	NBA	
			0.45	0.293-Wrong Item	
3.42			1.40-4	0.293-Wrong Item	
			3.75-4	0.293-Wrong Item	
			8.25	0.293-Wrong Item	
			7.50-2	0.293-Wrong Item	
			7.50-4	49.21	

Medical Supplies for Williamson County

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

R&S Northeast	Southern Safety	Smart Medical	Two Rivers	Medline	
			2.50	1.96	
6.73			0.825	4.82	
			625.00	37.20-Wrong Item	
	2.52-2		3.50	0.43-Wrong Item	
	4.70-2		6.15	37.00	
			2.33	88.86	
			11.82	0.252-Wrong Item	
			0.219		
			9.96	14.63	
			65.00	16.51-Wrong Item	
			1.50		
			283.00		
			2.35	1.325	
			4.85	0.096-Wrong Item	
			5.25		
NBA	NBA	NBA	NBA	NBA	
			38.35-2		
	0.98-1		1.95		
	1.36-1		1.71		
	0.35-2		0.50		

Medical Supplies for Williamson County

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

Medical Supplies for Williamson County

R&S Northeast	Southern Safety	Smart Medical	Two Rivers	Medline	
	12.98-2		25.00		
			3.12		
			3.25		
			1.60		
			785.00		
			51.47		
			81.40		
			0.1471-4		
			0.1002		
0.49			0.2647		
			0.0605		
			0.32		
			0.52		
0.41-3			0.55		
NBA	NBA	NBA	NBA	NBA	
0.67-4			1.35		
1.33-4			2.17833		
0.61-3			1.15		
0.98-3			1.40		
			51.5136		
			205.89-UTI	0.439-Wrong Item	
				2.48-Wrong Item	

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

R&S Northeast	Southern Safety	Smart Medical	Two Rivers	Medline	
			57.49	0.031-Wrong Item	
NBA	NBA	NBA	NBA	NBA	
			0.2787-2		
		0.10-3	0.20	0.635	
			22.11-3		
				4.44-Wrong Item	
			23.176-3	59.19-Wrong Item	
NBA	NBA	NBA	NBA	NBA	
NBA	NBA	NBA	NBA	NBA	
			0.55	2.329	
			36.667-3	2.329-Wrong Item	
		0.29-3	0.73414	1.66	
			26.724-4		
	8.25-2		10.596		
			29.75-2		
		7.64-UTI	9.28	1.126-Wrong Item	
1.173			0.842-4		
0.2024-UTI			2.00		

Medical Supplies for Williamson County

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

WILLIAMSON COUNTY BID TABULATION
MEDICAL SUPPLIES FOR EMS
CONTRACT PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019
IFB 1803-221

RECOMMEND AWARD TO THE FOLLOWING:

<u>VENDOR</u>	<u>ITEMS</u>
BIOLOGISTEX	NO AWARD
BOUND TREE	4, 10, 19, 22-25, 29, 44, 47-50, 53, 58, 60, 66, 70, 80, 87, 91, 92, 94-96, 98, 99, 101, 113, 119, 127, 133, 140, 143, 157, 158, 160-163, 166, 168, 171, 173, 174, 182-186, 190-192, 199, 200, 209, 220, 221, 224, 227, 229, 231, 241, 242, 270, 278, 279, 282 and 283.
HENRY SCHEIN	2, 9, 18, 36, 37, 39, 42, 43, 54, 55, 65, 67, 68, 75, 83, 103, 122, 123, 126, 141, 142, 155, 159, 164, 169, 194, 211, 214, 219, 230, 246, 252-255, 257, 264-266, 269, 273, 280, 281 and 284-286.
LIFE ASSIST	11-17, 20, 28, 35, 59, 62-64, 69, 74, 81, 82, 86, 100, 104, 105, 124, 125, 128-131, 134, 136, 138, 144, 150, 151, 156, 165, 178, 181, 187, 188, 193, 195-198, 203-208, 212, 213, 222, 223, 225, 226, 228, 232, 234, 248, 250, 271 and 272.
MEDLINE	7
MIDWEST MEDICAL	1, 5, 6, 21, 30, 31, 38, 46, 51, 52, 71, 78, 79, 88, 115, 116, 118, 120, 135, 145, 147, 148, 152, 153, 167, 176, 177, 180, 216, 218, 233, 235, 236, 238, 247, 251, 268, 274 and 277.
MOORE MEDICAL	3, 56, 72, 117, 121, 132, 137, 170, 217, 256 and 263
NAO GLOBAL HEALTH, LLC.	NO AWARD
QUADMED	32, 33, 45, 61, 76, 84, 85, 93, 106-112, 114, 146, 154, 172, 189, 201, 202, 244, 245, 249 and 259-262.
R&S NORTHEAST	NO AWARD
SMART MEDICAL	NO AWARD
SOUTHERN SAFETY	34, 57, 77, 89, 90, 97, 102, 179, 210, 239 and 240.
TWO RIVERS	NO AWARD
NO BID AWARDED	8, 26, 27, 40, 41, 149, 175, 215, 237, 258, 267, 275 and 276.

** SECONDARY, TERTIARY, QUANTERNARY VENDORS ARE NOTED IN BID TAB **

Commissioners Court - Regular Session

40.

Meeting Date: 06/12/2018

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
- g) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco

Date

06/07/2018 09:15 AM

Started On: 06/07/2018 08:28 AM

Commissioners Court - Regular Session

41.

Meeting Date: 06/12/2018

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
- t) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.

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

County Judge Exec Asst.
Charlie Crossfield (Originator)
Form Started By: Charlie Crossfield
Final Approval Date: 06/07/2018

Reviewed By

Wendy Coco
Charlie Crossfield

Date

06/07/2018 09:50 AM
06/07/2018 09:51 AM
Started On: 06/07/2018 09:45 AM

Commissioners Court - Regular Session

45.

Meeting Date: 06/12/2018

Emer. Services

Submitted For: Dan Gattis

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Executive Session

Information

Agenda Item

Deliberate the appointment and employment of the Williamson County Emergency Services Director, to include possibly conducting interviews of candidates for such position (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)
Form Started By: Rebecca Clemons
Final Approval Date: 06/06/2018

Reviewed By

Wendy Coco

Date

06/06/2018 04:03 PM
Started On: 06/06/2018 03:33 PM

Commissioners Court - Regular Session

50.

Meeting Date: 06/12/2018

director2

Submitted For: Dan Gattis

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on tendering an offer of employment, hiring and appointment of the Williamson County Emergency Services Director.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 06/06/2018

Reviewed By

Wendy Coco

Date

06/06/2018 04:03 PM

Started On: 06/06/2018 03:34 PM