NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
SEPTEMBER 11TH, 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 – 17)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	50,000.00
To	0100.0409.004100	Professional Services	50,000.00

6. Discuss, consider and take appropriate action on a line item transfer within Non Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	735.00
To	0100.0409.004419	Property Insurance	735.00

7. Discuss, consider, and take appropriate action on a line item transfer for 911 Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.004500	Maintenance Services	69,680.00
To	0100.0581.004100	Professional Services	69,680.00

8. Discuss, consider and take appropriate action on a line item transfer for the Road & Bridge Department..

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005730	Radio Equipment > $5,000	$1,500.00
To	0200-0210-003311	Uniforms	$1,500.00

9. Discuss, consider and take appropriate action on a line item transfer for All District Courts.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$95,000
To	0100-0435-004132	All Dist Cts/Ct Aptd Atty Crim	$95,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.04310	Advertising and Legal Notices	$1,400.00
From	0100.0560.04968	Care of Animals	$1,100.00
To	0100.0560.04100	Professional Services	$2,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003100	Office Supplies	$4,000.00
To	0100.0570.003111	Kitchen Supplies	$4,000.00

12. Discuss consider and take appropriate action on a line item transfer for Ag Extension.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0665-003100	Office Supplies	1200
From	0100-0665-004221	Livestock Show	900
From	0100-0665-004231	Travel	2000
To	0100-0665-004232	Training, Conf., Seminars	4100

13. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including one (1) 2010 Chevy Tahoe, pursuant to Tx. Local Gov't Code 263.152.

14. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Trade-in including two (2) 2014 Wheeled Coach Ambulance's, one (1) 2015 Ford F-450, and one (1) 2014 Ford F-450, pursuant to Tx. Local Gov't Code 263.152.

15. Discuss, consider and take appropriate action regarding FY2019 vehicle-use contract renewal with Austin Materials for Constable Precincts 2 & 3 and authorize the County Judge to sign all related documents.

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

17. Discuss, consider, and take appropriate action on approval of the final plat for the Mozart Patio Homes at Siena subdivision (aka Siena Townhomes at Mozart) - Precinct 4.

REGULAR AGENDA

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

19. Discuss, consider and take appropriate action on the Williamson County North Campus Project; Change Order # 64 from Vaughn Construction in the amount of $2,220,000.00 to approve funding for the construction of Building A, the Facilities Warehouse and Building J, the Sign Shop Remodel, from within the existing GMP contract and other funding sources.

20. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $75,000 from 2013 Road Non-Departmental (P290) to CR 305 (P306).

21. Discuss, consider and take appropriate action on a Resolution with TxDOT for an Interlocal Agreement to perform material inspection and testing services.

22. Discuss, consider and take appropriate action on an Interlocal Agreement with TxDOT regarding the material inspection and testing services.

23. Discuss, consider and take appropriate action on a Cost Participation Agreement with Middlebrook, Ltd. for turn lanes needed on Ronald Reagan at Santa Rita Blvd.

24. Discuss, consider and take appropriate action on a Real Estate Contract with Jessica Nicol Buckler and Joseph Leonard Buckler for ROW needed on CR 111, Parcel 30. Funding Source: Road Bonds P249

25. 10:00 AM Hold public hearing on the plan for the funding of the preservation and restoration of the County Clerk's Records Archive for 2018-2019.

26. Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the County Clerk's Records Archive Fund for 2018-2019.

27. 10:15 AM Hold public hearing on the plan for the funding of the preservation and restoration of the District Clerk's Records Archive Fund for 2018-2019.

28. Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the District Clerk's Records Archive for 2018-2019.

29. Discuss FY 19 allocation of funding for the Capital Improvement Program.

30. Discuss, consider and take appropriate action to approve the projects and budgets for the 2019 Capital Improvement Program.

31. Discuss, consider and take appropriate action to approve the use of unallocated funds for the 2013, 2014, 2017 and 2018 Capital Improvement Programs, to include assigning funds to new projects.

32. Discuss, consider and take appropriate action on the following 2018-2019 budgets:

0390 County Wide Records Mgmt and Preservation Fund
0386 District Clerk - Records Mgmt and Preservation Fund
0350 Law Library Fund
0882 Fleet Maintenance Fund
0545 Regional Animal Shelter Fund
0507 Regional Communication System
0340 Tobacco Fund
0388 Court Records Preservation Fund
0376 Surplus Elections Contracts Fund
0374 County and District Court Technology Fund
0364 Pre-trial Intervention
0384 Records Archive - County Clerk
0387 Records Technology Fund - District Clerk

33. Discuss, consider and acknowledge the following 2018-2019 budgets:

0355 Court Reporter Service Fund
0360 Courthouse Security Fund
0361 Justice of the Peace Security Fund
0372 Justice of the Peace Technology Fund
0370 Alternate Dispute Fund
0380 Probate Court Fund
0367 Justice of the Peace #3 Truancy Program
0368 Justice of the Peace #2 Truancy Program
0369 Justice of the Peace #4 Truancy Program
0373 Justice of the Peace #1 Truancy Program

34. Discuss, consider and take appropriate action on the Zone Project Plan and Finance Plan for the Hutto Reinvestment Zone Number One.

35. Discuss, consider and take appropriate action on the adoption of an Order with respect to the proposed issuance by the Mission Economic Development Corporation’s of its Solid Waste Disposal Revenue Bonds to Waste Management, Inc. to provide funding to finance for the costs of improvements to its solid waste disposal facility in Williamson County (Waste Management, Inc. Project); and authorize the County Judge to execute certificates approving the order and public hearing.

36. Discuss, consider and take appropriate action on a First Amendment to that certain Interlocal Agreement for School Resource Officer Program Between Round Rock ISD & Williamson County Sheriff's Office to change the commencement date of the Interlocal Agreement from October 1, 2018 to August 22, 2018.

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

38. Discuss, consider, and take appropriate action on FY18/19 Budget Order.

39. Discuss, consider and take appropriate action concerning a Letter of Agreement with the Office of Court Administration regarding long distance services for the IV-D Court.

40. Discuss, consider, and take appropriate action on an agreement with Charter Communications Operating, LLC (Spectrum) for cable internet service at 1570 Cypress Creek Rd (Medic 22).

41. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Specific and Aggregate Stop Loss Insurance under RFP #1809-257.

42. Discuss, consider, and take appropriate action on authorizing the extension of contract 15RFP125 with Symetra Life Insurance Company for the Group Insurance health related services for Life, AD&D, and Disability for the same pricing, terms and conditions as the existing contract for the term of October 1, 2019 - December 31, 2019.

43. Discuss, consider, and take appropriate action on authorizing the extension of Mal-Practice Insurance, #1509-009 for the same pricing, terms and conditions as the existing contract for the term of October 1, 2018 – September 30, 2019, with Extraco Banks.

44. Discuss, consider, and take appropriate action on awarding Invitation to Bid # Invitation for Bid #1805-229 CR 279 (Bagdad Rd) at CR 278 at River Ranch County Park Road to the lowest responsive bidder, Champion Site Prep in the amount of $2,959,000.00.

45. Discuss, consider and take appropriate action on approving the agreement between Stanley Convergent Security Solutions, Inc. and the Williamson County Tax Assessors' office in the amount of $3,340.46 and authorizing the execution of the agreement.

46. Consider an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment for General Fund Revenue for an Insurance Reimbursement.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursement	$33,443.43

47. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the County Jail Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0570.003005	Office Furniture	$3,512.07

	0100.0570.003200	Medical Supplies	$6,838.98
	0100.0570.005000	Capital Outlay>$5,000	$23,092.38

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)."

48. 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

49. 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 the acquisition of real property for CR 111.
r) Discuss the acquisition of real property for Corridor H
s) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.
t) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
u) Discuss the acquisition of Office Condominiums at 321 Ed Schmidt Boulevard, Hutto, Texas
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.

50. 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) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
f) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
g) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
h) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
i) Berry Springs Park and Preserve pipeline
j) 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.
k) 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.
l) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
m) 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
n) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
o) 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.
p) 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.
q) 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
r) 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.
s) Discuss law in relation to Williamson County compensation policies.
t) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
u) Cause No. 18-0903-C425; Dee Hobbs, Williamson County Attorney v. Dan A. Gattis, Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Larry Madsen, County Commissioners; In the 425th District Court of Williamson County, Texas
v) Agreed decision eliminating County liability in the Appeal of the IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011-2013.

51. 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).

52. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

53. Discuss and take appropriate action concerning economic development.

54. Discuss and take appropriate action concerning real estate.

55. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) 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) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
f) 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
g) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
h) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
i) Berry Springs Park and Preserve pipeline
j) 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.
k) 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.
l) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
m) 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
n) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
o) 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.
p) 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.
q) 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
r) 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.
s) Discuss law in relation to Williamson County compensation policies.
t) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
u) Cause No. 18-0903-C425; Dee Hobbs, Williamson County Attorney v. Dan A. Gattis, Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Larry Madsen, County Commissioners; In the 425th District Court of Williamson County, Texas
v) Agreed decision eliminating County liability in the Appeal of the IRS Proposed Worker Classification

Changes and Proposed Tax Adjustments 2011-2013.

56. 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.

57. 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: 09/11/2018

LIT

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

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

Background

This will cover three invoices for July and August.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	50,000.00
To	0100.0409.004100	Professional Services	50,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	08/31/2018 09:36 AM
Budget Office	Ashlie Koenig	09/06/2018 10:34 AM
Form Started By: Rebecca Clemons		Started On: 08/31/2018 09:07 AM
Final Approval Date: 09/06/2018		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/11/2018

LIT

Submitted For: Dan Gattis **Submitted By:** Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer within Non Departmental.

Background

This transfer covers the total premium approved in Court last week for insurance for Commissioner Madsen's office in Hutto.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	735.00
To	0100.0409.004419	Property Insurance	735.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	09/05/2018 01:36 PM
Budget Office	Ashlie Koenig	09/06/2018 10:34 AM
Form Started By: Rebecca Clemons		Started On: 09/04/2018 12:40 PM
Final Approval Date: 09/06/2018		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/11/2018

911 Communications LIT

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for 911 Communications.

Background

Denise Amber Lee Foundation contract should have been budgeted as a professional service. The LIT is to reclass the contract to the proper account combination.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.004500	Maintenance Services	69,680.00
To	0100.0581.004100	Professional Services	69,680.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/05/2018 01:36 PM
Budget Office	Ashlie Koenig	09/06/2018 10:36 AM
Form Started By: Melanie Denny		Started On: 09/05/2018 11:32 AM
Final Approval Date: 09/06/2018		

Commissioners Court - Regular Session **8.**

Meeting Date: 09/11/2018

Discuss consider and take appropriate action on a line item transfer for the County Engineers Office

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Road & Bridge Department..

Background

This transfer is necessary to continue providing the uniform service for Road and Bridge crews.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005730	Radio Equipment > $5,000	$1,500.00
To	0200-0210-003311	Uniforms	$1,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:24 AM
Budget Office	Ashlie Koenig	09/06/2018 10:37 AM
Form Started By: Daribel Texidor		Started On: 09/06/2018 09:01 AM
Final Approval Date: 09/06/2018		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/11/2018

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for All District Courts.

Background

Court appointed attorney funding in criminal cases has been exhausted. The transfer should allow for payment of bills through the remainder of FY 18.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$95,000
To	0100-0435-004132	All Dist Cts/Ct Aptd Atty Crim	$95,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:48 AM
Form Started By: Ashlie Koenig		Started On: 09/06/2018 10:31 AM
Final Approval Date: 09/06/2018		

Commissioners Court - Regular Session **10.**

Meeting Date: 09/11/2018

Line Item Transfer for County Sheriff

Submitted For: Robert Chody **Submitted By:** Peggy Braun, 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 short fall in Professional Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.04310	Advertising and Legal Notices	$1,400.00
From	0100.0560.04968	Care of Animals	$1,100.00
To	0100.0560.04100	Professional Services	$2,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:48 AM
Budget Office	Ashlie Koenig	09/06/2018 11:50 AM
Form Started By: Peggy Braun		Started On: 09/06/2018 09:30 AM
Final Approval Date: 09/06/2018		

Commissioners Court - Regular Session **11.**

Meeting Date: 09/11/2018

Line Item Transfer for County Sheriff

Submitted For: Robert Chody **Submitted By:** Abigail Dass, 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 outstanding cost for cleaning supplies and solutions used in the Williamson County Jail Kitchen Dishwasher to clean all inmate food trays and other kitchen utensils.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003100	Office Supplies	$4,000.00
To	0100.0570.003111	Kitchen Supplies	$4,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 11:42 AM
Budget Office	Ashlie Koenig	09/06/2018 11:50 AM
Form Started By: Abigail Dass		Started On: 09/06/2018 10:51 AM
Final Approval Date: 09/06/2018		

Commissioners Court - Regular Session **12.**

Meeting Date: 09/11/2018

Discuss consider and take appropriate action on a line item transfer for Ag Extension

Submitted By: Pamela Ward, Ag Extension

Department: Ag Extension

Agenda Category: Consent

Information

Agenda Item

Discuss consider and take appropriate action on a line item transfer for Ag Extension.

Background

This transfer will cover training expenses made and those that will be made by the 5 county extension agents. This includes national conferences and out of state trainings. These trainings are in effort to provide cutting edge research methods to constituents in Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0665-003100	Office Supplies	1200
From	0100-0665-004221	Livestock Show	900
From	0100-0665-004231	Travel	2000
To	0100-0665-004232	Training, Conf., Seminars	4100

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 01:05 PM
Form Started By: Pamela Ward		Started On: 09/06/2018 11:52 AM
Final Approval Date: 09/06/2018		

Commissioners Court - Regular Session **13.**

Meeting Date: 09/11/2018

Asset Auction 9/11/2018

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 one (1) 2010 Chevy Tahoe, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for detail.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Auction 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/06/2018 10:00 AM
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:24 AM
Form Started By: Jayme Jasso		Started On: 09/06/2018 08:35 AM
Final Approval Date: 09/06/2018		

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Department	540 - EMS
County VIN/Serial Number	1GNMCAEOXAR134056
Equipment/Door Number	EB1026
License Plate	109-1767
Year	2010
Make	Chevy
Model	Tahoe
Comments	For acution. 108,102 miles.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Mike Knipstein 8/27/2018 12:05 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 8/27/2018 12:33 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 9/4/2018 11:23 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 9/5/2018 11:12 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 9/5/2018 3:22 PM

Commissioners Court - Regular Session **14.**

Meeting Date: 09/11/2018

Asset Trade-in 9/11/18

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 Trade-in including two (2) 2014 Wheeled Coach Ambulance's, one (1) 2015 Ford F-450, and one (1) 2014 Ford F-450, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached lists for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Trade in 1

Trade in 2

Trade in 3

Trade in 4

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/06/2018 10:03 AM
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:24 AM
Form Started By: Jayme Jasso		Started On: 09/06/2018 08:43 AM
Final Approval Date: 09/06/2018		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	540 - EMS
County VIN/Serial Number	351012
Equipment/Door Number	8494WC
License Plate	NA
Year	2014
Make	Wheeled Coach
Model	Ambulance Box
Comments	Trade in for new assets of same general type for the county. The ambulance box is affixed to the ambulance (ET1494) that is being traded in.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Mike Knipstein 8/27/2018 12:00 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)	Trade-in for new assets of same general type for the county
Fleet Comments	Ambulance box affixed to ET1494
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 8/29/2018 8:12 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 8/29/2018 11:15 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 8/31/2018 10:07 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 9/4/2018 3:04 PM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Department	540 - EMS
County VIN/Serial Number	1FDUF4GT5FEA77610
Equipment/Door Number	ET1494
License Plate	118-9612
Year	2015
Make	Ford
Model	F-450
Comments	Trade-in for new assets of same general type for the county. 96,019 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Mike Knipstein 8/27/2018 11:54 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	96,019 miles
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/29/2018 8:08 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 8/29/2018 11:16 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 8/31/2018 10:01 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 9/4/2018 3:05 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	540 - EMS
County VIN/Serial Number	1FDUF4GTXEEA93347
Equipment/Door Number	ET1487
License Plate	118-3417
Year	2014
Make	Ford
Model	F-450
Comments	Trade-in for new assets fo same general tupe for the county.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Mike Knipstein 8/3/2018 10:55 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 8/16/2018 11:22 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 8/13/2018 9:05 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 9/5/2018 11:16 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 9/5/2018 3:23 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	540 - EMS
County VIN/Serial Number	341130
Equipment/Door Number	8487WC
License Plate	NA
Year	2014
Make	Wheeled Coach
Model	Ambulance Box
Comments	Trade in for new assets of same general type for the county. The ambulance box is affixed to the ambulance (ET1487) that is being traded in.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Mike Knipstein 8/3/2018 10:59 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Box is affixed to ET1487, to be traded in as a complete unit
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 8/16/2018 11:33 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 9/4/2018 1:33 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 9/5/2018 11:21 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 9/5/2018 3:31 PM

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session **15.**

Meeting Date: 09/11/2018

Vehicle Usage Contract Renewal - Austin Materials

Submitted By: Theresa Lock, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding FY2019 vehicle-use contract renewal with Austin Materials for Constable Precincts 2 & 3 and authorize the County Judge to sign all related documents.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Austin Materials 2019

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/31/2018 10:05 AM
County Judge Exec Asst.	Wendy Coco	09/05/2018 01:36 PM
Form Started By: Theresa Lock		Started On: 08/31/2018 08:34 AM
Final Approval Date: 09/05/2018		

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NONGOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NONGOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA.
   NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NONGOVERNMENTAL ORGANIZATION.

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NONGOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 2018, and shall terminate on September 30, 2019. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

---

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that is shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Austin Materials, LLC

Signature: _____

Printed Name: Alex Flores

Title: Senior Project Mgr.

Date: Aug. 30, 2018

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Williamson County Constable Pct 2

Printed Name of Official: R. Coffman

Signature of Official: _____

Date: 8/27, 2018

Address of Office: 350 Discovery Blvd. #205
Cedar Park, Texas 78613

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Williamson County Constable Pct. 3

Printed Name of Official: Kevin Stofle

Signature of Official: Kevin Stofle

Date: August 27 ,2018

Address of Office: 301 S.E. Inner Loop, Suite 102

Georgetown, Texas 78626

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: _____

Printed Name of Official: _____

Signature of Official: _____

Date: _____ _____,20____

Address of Office: _____

_____, _____ _____

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session **16.**

Meeting Date: 09/11/2018

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

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

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

Background

This is the next section of the Siena development. It consists of 88 single family lots, 1 open space lot, 1 amenity lot, and 2,762 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Siena Sec 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:24 AM
Form Started By: Adam Boatright		Started On: 09/06/2018 09:04 AM
Final Approval Date: 09/06/2018		

Commissioners Court - Regular Session **17.**

Meeting Date: 09/11/2018

Discuss consider and take appropriate action on approval of the final plat for the Mozart Patio Homes at Siena subdivision - Pct 4

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

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Mozart Patio Homes at Siena subdivision (aka Siena Townhomes at Mozart) - Precinct 4.

Background

This is the next section of the Siena development. It consists of 1 lot and no new public roads. This is a condominium development and a variance request was previously approved on February 13, 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Mozart Patio Homes at Siena

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:24 AM
Form Started By: Adam Boatright		Started On: 09/06/2018 09:14 AM
Final Approval Date: 09/06/2018		

Commissioners Court - Regular Session **18.**

Meeting Date: 09/11/2018

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

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/21/2018 08:59 AM
Form Started By: Lydia Linden		Started On: 08/17/2018 03:35 PM
Final Approval Date: 08/21/2018		

Commissioners Court - Regular Session **19.**

Meeting Date: 09/11/2018

North Campus Facility P324 - Change Order 64

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 the Williamson County North Campus Project; Change Order # 64 from Vaughn Construction in the amount of $2,220,000.00 to approve funding for the construction of Building A, the Facilities Warehouse and Building J, the Sign Shop Remodel, from within the existing GMP contract and other funding sources.

Background

This change order is to approve the use of funds that are already inside of the GMP contract to fund the construction of Buildings A and J. The additional sources of funding necessary for this change order would come from the Fleet Fund fund balance and soft cost from within the project budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NCF Change Order 64

NCF CO64 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:48 AM
Form Started By: Gina Wrehsnig		Started On: 09/06/2018 10:31 AM
Final Approval Date: 09/06/2018		

VAUGHN
CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

September 05, 2018

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities

Job No: 233901

Subj: Change Proposal No. 233901-0064

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $1,018,000 (one million eighteen thousand) dollars to provides Bldg. j Sign Shop & Bldg. a for the above referenced project.

This proposal excludes asphalt paving until steel is procured due to the volatility of steel cost.

The projects revised substantial completion date is March 31st, 2019.

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Form B, Pricing Back-up

CC:

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0064

QUOTATION :

Item	Labor	Materials	Subs	Total
Bldg. j Scope	$0.00	$17,452.00	$452,548.00	$470,000.00
Bldg. a Scope	$0.00	$319,027.00	$1,430,973.00	$1,750,000.00
To Be Funded By Buyout Savings	$0.00	$(265,500.00)	$0.00	$(265,500.00)
To Be Funded By Work Remaining to Procure Moved to Buyout Savings	$0.00	$(669,554.00)	$0.00	$(669,554.00)
To Be Funded By CM Contingency	$0.00	$(215,450.00)	$0.00	$(215,450.00)
To Be Funded By Owners Contingency	$0.00	$(51,496.00)	$0.00	$(51,496.00)
Totals	$0.00	$(865,521.00)	$1,883,521.00	$1,018,000.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$1,018,000.00**

Submitted Date: 9/6/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for Days

Williamson County - NCF - Facilities Storage Shed

Georgetown, Texas
GMP ***8/29/2018***

Prepared By:
Vaughn Construction
Vaughn Team

Total Cost of Work - See Attached Detail		***$1,312,838***
General Conditions		***$273,878***
Design Contingency	***0.00%***	***$0***
CM Contingency	***3.00%***	***$39,385***
Construction Contingency	***0.00%***	***By Owner***
Escalation	***6.00%***	***$78,770***
Permit		***By Others***
Umbrella, GL, and Auto Insurance		***Incl. in GCs***
Builder's Risk Insurance		***Incl. in GCs***
Special Insurance		***Not Included***
Owner's Protective Insurance		***Incl. in GCs***
Association Fees		***Incl. in GCs***
Sales Tax		***In Cost of Work***
GC Bond		***Incl. in GCs***
Sub Bonds		***In Cost of Work***
Fee	***3.4375%***	***$45,129***
TOTAL		***$1,750,000*** *

* ***Please see attached clarifications, qualifications, and exclusions to the Estimate.***

General Conditions

Project Manager	$	34,465.19
Project Engineer	$	30,858.22
Superintendent	$	56,112.18
PSC	$	16,433.47
Payment & Performance Bonds	$	21,822.62
Builder's Risk Insurance	$	4,000.81
GL, Umbrella, Auto, PPL Insurance	$	27,460.13
SDI / Sub P&P Bond	$	12,227.94
Temporary Water Distribution & Meters	$	5,195.86
Project Water	$	249.40
Dumpsters	$	4,000.81
Temporary Toilets	$	4,988.03
Fencing and Covered Walkways	$	15,587.58
Site Erosion Control and Project Entrances	$	10,391.72
Clean Trucks & Streets	$	2,078.34
Final Clean	$	1,558.76
Temporary Fire Protection	$	1,039.17
IT Costs	$	8,053.58
Project Specific Safety Signage	$	1,558.76
Postage/Special Shipping	$	1,454.84
Project/As Built Drawings	$	2,597.93
Employee Identification System	$	2,597.93
Storage Trailers	$	1,454.84
Monthly Office Trailer Rental Cost	$	6,235.03
Reproduction Services	$	1,454.84
Total GCs	**$**	**273,878.00**

Bldg, j Sign Shop

Item	Labor	Materials	Subs	Total
Bldg. j Sign Shop Millwork Scope	$ -	$ -	$ 4,342	$ 4,342
Bldg. j Sign Shop Waterproof & Insulation Scope	$ -	$ -	$ 36,989	$ 36,989
Bldg. j Sign Shop Roofing Scope	$ -	$ -	$ 41,922	$ 41,922
Bldg. j Sign Shop Glazing Scope	$ -	$ -	$ 2,024	$ 2,024
Bldg. j Sign Shop Gyp. Board Assemblies Scope	$ -	$ -	$ 47,086	$ 47,086
Bldg. j Sign Shop Painting Scope	$ -	$ -	$ 25,093	$ 25,093
Bldg. j Sign Shop Plumbing & HVAC Scope	$ -	$ -	$ 122,316	$ 122,316
Bldg. j Sign Shop Electrical Scope	$ -	$ -	$ 104,684	$ 104,684
Bldg. j Sign Shop Earthwork & CCT Utilities Scope	$ -	$ -	$ 27,708	$ 27,708
Bldg. j Sign Shop Flooring Scope	$ -	$ -	$ 8,127	$ 8,127
Bldg. j Sign Shop Toilet Accessories Scope	$ -	$ -	$ 1,883	$ 1,883
Bldg. j Sign Shop Data/Comm. Scope	$ -	$ -	$ 5,661	$ 5,661
Bldg. j Sign Shop HM Doors & Frames Scope	$ -	$ -	$ 11,987	$ 11,987
Bldg. j Sign Shop Appliances Scope	$ -	$ -	$ 1,946	$ 1,946
Bldg. j Sign Shop Removals Scope	$ -	$ -	$ 10,780	$ 10,780
Subcontractor Default Insurance	$ -	$ 1,833	$ -	$ 1,833
Fee	$ -	$ 15,619	$ -	$ 15,619
	$ -	**$ 17,452**	**$ 452,548**	**$ 470,000**

Williamson County - NCF - Facilities Storage Shed

Loc: Georgetown, Texas *Est Date: 08/29/2018*
Project Size: 0 sqft *Estimator: Vaughn Team*
Type: GMP

Cost of Work Summary

Description	Quantity	UM	Unit Cost	TotalCost	$/SF
ALTERNATE #1 - FACILITIES STORAGE SHED					
03.00 - CONCRETE TURNKEY					
Site Concrete					
FACILITIES STORAGE SHED - 8" CONCRETE PAVING	650.00	SF	7.00	4,550	
FACILITIES STORAGE SHED - SIDEWALKS	2,800.00	SF	6.50	18,200	
FACILITIES STORAGE SHED - CURB & GUTTER	381.00	LF	25.00	9,525	
FACILITIES STORAGE SHED - RIBBON CURB	810.00	LF	18.00	14,580	
FACILITIES STORAGE SHED - RIBBON CURB - DEDUCT BASE BID CURB	-195.00	LF	18.00	-3,510	
FACILITIES STORAGE SHED - POLE BASES	11.00	EA	934.00	10,274	
***** Total Site Concrete**				**53,619**	
Building Concrete					
FACILITIES STORAGE SHED - GRADE BEAMS	790.00	LF	140.00	110,600	
FACILITIES STORAGE SHED - SLAB ON GRADE	8,000.00	SF	7.15	57,200	
FACILITIES STORAGE SHED - MEP PADS	61.00	SF	43.00	2,623	
***** Total Building Concrete**				**170,423**	
**** Total 03.00 - CONCRETE TURNKEY**				**224,042**	
04.01 - MASONRY					
Reinforcing Steel					
MASONRY REBAR	0.79	TON	890.00	701	
***** Total Reinforcing Steel**				**701**	
Concrete Masonry Units (CMU)					
PARTITION TYP P = CMU CAVITY WALL - 4" STANDARD	152.00	SF	7.00	1,064	
PARITION TYPE R - CMU - 8" STANDARD - INTERIOR	451.00	SF	8.25	3,721	
CMU - 4" SPLIT FACED COLOR VENEER	252.00	SF	8.45	2,129	
CMU - 8" BACKUP WALL TO EXTERIOR MASONRY	3,627.00	SF	11.45	41,529	
CMU - 8" SCREEN WALL	260.00	SF	11.45	2,977	
***** Total Concrete Masonry Units (CMU)**				**51,420**	
Cast Stone					
CAST STONE PARAPET CAP	40.00	LF	53.50	2,140	
***** Total Cast Stone**				**2,140**	
Masonry Scaffolding					
SCAFFOLDING FOR EXTERIOR MASONRY	3,880.00	SF	1.89	7,333	
***** Total Masonry Scaffolding**				**7,333**	
Grout Frames					
GROUT HOLLOW METAL FRAMES	5.00	EA	103.00	515	
***** Total Grout Frames**				**515**	
**** Total 04.01 - MASONRY**				**62,110**	
05.01 - STEEL FABRICATION					
Steel Fabrication Budget					
COILING DOOR SUPPORTS	1.00	EA	500.00	500	
***** Total Steel Fabrication Budget**				**500**	
Masonry Supports					
MASONRY LINTELS	20.00	LF	70.00	1,400	
***** Total Masonry Supports**				**1,400**	
Overhead Support Framing					
PIPE BOLLARDS	4.00	EA	110.00	440	
***** Total Overhead Support Framing**				**440**	
**** Total 05.01 - STEEL FABRICATION**				**2,340**	
05.02 - STEEL ERECTION					
Masonry Lintels					

Williamson County - NCF - Facilities Storage Shed

Loc: Georgetown, Texas *Est Date: 08/29/2018*
Project Size: 0 sqft *Estimator: Vaughn Team*
Type: GMP

Cost of Work Summary

Description	Quantity	UM	Unit Cost	TotalCost	$/SF
MASONRY RELIEF LINTELS	20.00	LF	30.44	609	
***** Total Masonry Lintels**				**609**	
Steel Erection Typically Excluded					
PIPE BOLLARDS	4.00	EA	88.05	352	
***** Total Steel Erection Typically Exclude**				**352**	
**** Total 05.02 - STEEL ERECTION**				**961**	
05.06 - PRE-ENGINEERED METAL BUILDING					
Pre-Engineered Metal Building					
PRE-ENGINEERED METAL BUILDING	8,200.00	SF	10.00	82,000	
ROOF INSULATION PROVIDED (BASED ON 3.5", UNFACED)		INCL	1.50		
***** Total Pre-Engineered Metal Building**				**82,000**	
**** Total 05.06 - PRE-ENGINEERED METAL BUIL**				**82,000**	
05.07 - PRE-ENGINEERED METAL BUILDING ERECTION					
Pre-Engineered Metal Building Erection					
ERECT PRE-ENGINEERED METAL BUILDING	8,200.00	SF	7.00	57,400	
***** Total Pre-Engineered Metal Building Er**				**57,400**	
**** Total 05.07 - PRE-ENGINEERED METAL BUIL**				**57,400**	
06.06 - ROUGH CARPENTRY					
Toilet Accessory Blocking					
TOILET ACCESSORY - 2 x 4 FIRE TREATED WOOD BLOCKING	18.00	LF	2.73	49	
***** Total Toilet Accessory Blocking**				**49**	
Other Blocking & Grounds					
OTHER BLOCKING - FIRE TREATED PLYWOOD - 3/4" @ AWNINGS	26.00	SF	2.79	72	
***** Total Other Blocking & Grounds**				**72**	
**** Total 06.06 - ROUGH CARPENTRY**				**122**	
07.01 - WATERPROOF/DAMPPROOF/JOINT SEALANTS					
PVC Flashings					
40 MIL SELF ADHERED TO 12" @ OPENINGS	96.00	LF	5.00	480	
BASE LAP FLASHING @ CMU	261.00	LF	5.00	1,305	
***** Total PVC Flashings**				**1,785**	
Aluminum Flashings					
ALUMINUM COUNTER FLASHING @ METAL PANELS	312.00	LF	15.00	4,680	
FLASHING TO MATCH METAL PANE ON CONT. CLEAT	50.00	LF	15.00	750	
***** Total Aluminum Flashings**				**5,430**	
Stainless Steel Flashings					
DRIP EDGE @ OPENINGS	22.00	LF	7.00	154	
***** Total Stainless Steel Flashings**				**154**	
Sheet Membrane Waterproofing					
RUBBERIZED ASPHALT SHEET WATERPROOFING - 40 MIL @ AWNINGS	26.00	SF	1.95	51	
***** Total Sheet Membrane Waterproofing**				**51**	
Water Repellents					
FLUID APPLIED VAPOR AND AIR BARRIER@ CMU	4,113.00	SF	3.55	14,601	
FLUID APPLIED VAPOR AND AIR BARRIER@ MWP	160.00	SF	3.55	568	
***** Total Water Repellents**				**15,169**	
Building Facade Joint Sealants					
JOINT SEALANTS - CMU TO METAL PANEL	311.00	LF	2.60	809	
VERTICAL JOINT SEALANTS @ CMU	133.00	LF	3.00	399	
JOINT SEALANT @ LOUVERS	2.00	EA	25.00	50	
***** Total Building Facade Joint Sealants**				**1,258**	

Williamson County - NCF - Facilities Storage Shed

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Cost of Work Summary

Description	Quantity	UM	Unit Cost	TotalCost	$/SF
** Total 07.01 - WATERPROOF/DAMPPROOF/JOIN				23,846	
07.02 - INSULATION					
Rigid Insulation					
RIGID INSULATION - MWP	850.00	SF	3.89	3,307	
*** Total Rigid Insulation				3,307	
Insulation Batts					
VINYL FACED BATT INSULATION @ WALLS	4,395.00	SF	2.55	11,207	
*** Total Insulation Batts				11,207	
** Total 07.02 - INSULATION				14,514	
07.05 - METAL ROOF & WALL PANELS					
Metal Wall Panels					
METAL WALL PANELS	2,373.00	SF	20.00	47,460	
METAL WALL PANELS @ AWNINGS	234.00	SF	20.00	4,680	
SCAFFOLDING FOR EXTERIOR WALL PANELS	818.00	SF	1.00	818	
*** Total Metal Wall Panels				52,958	
Flashings & Trim					
GALVALUME METAL FLASHING @ BASE	102.00	LF	5.00	510	
GALVALUME SHEETMETAL FLASHING	200.00	LF	4.00	800	
SHEETMETAL FLASHING @ AWNINGS	26.00	LF	4.00	104	
*** Total Flashings & Trim				1,414	
** Total 07.05 - METAL ROOF & WALL PANELS				54,372	
08.01 - HOLLOW METAL					
Door Frames					
3070 HOLLOW METAL FRAME	5.00	EA	149.00	745	
*** Total Door Frames				745	
Doors					
3070 HOLLOW METAL DOOR - INSULATED	4.00	EA	340.00	1,360	
3070 HOLLOW METAL DOOR - INT	1.00	EA	300.00	300	
*** Total Doors				1,660	
** Total 08.01 - HOLLOW METAL				2,405	
08.10 - OVERHEAD DOORS/COILING GRILLS					
Overhead Doors					
FIRE RATED OVERHEAD COILING DOOR-14'-08"x14'-08"	1.00	EA	11,000.00	11,000	
PREMIUM FOR MOTOR OPERATIONS TO 14x14	1.00	EA	1,475.00	1,475	
*** Total Overhead Doors				12,475	
** Total 08.10 - OVERHEAD DOORS/COILING GR				12,475	
08.34 - FINISH HARDWARE					
Hardware Sets					
DOOR HARDWARE SET #1	4.00	EA	620.00	2,480	
DOOR HARDWARE SET #2	1.00	EA	620.00	620	
DOOR HARDWARE SET #3	2.00	EA	620.00	1,240	
*** Total Hardware Sets				4,340	
** Total 08.34 - FINISH HARDWARE				4,340	
08.38 - DOOR & HARDWARE INSTALLATION					
Door Distribution					
DISTRIBUTE HOLLOW METAL DOORS	5.00	EA	14.31	72	
*** Total Door Distribution				72	
Frame Distribution					
DISTRIBUTE HOLLOW METAL FRAMES	5.00	EA	14.31	72	
*** Total Frame Distribution				72	
Set Hollow Metal Doors					
SET HOLLOW METAL DOORS	5.00	EA	39.00	195	

Williamson County - NCF - Facilities Storage Shed

Loc: Georgetown, Texas *Est Date: 08/29/2018*
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Cost of Work Summary

Description	Quantity	UM	Unit Cost	TotalCost	$/SF
*** Total Set Hollow Metal Doors				195	
Install Hardware Sets					
LABOR TO SET	7.00	EA	216.32	1,514	
UNLOAD AND DISTRIBUTE HARDWARE SETS	7.00	EA	38.94	273	
*** Total Install Hardware Sets				1,787	
** Total 08.38 - DOOR & HARDWARE INSTALLAT				2,125	
09.02 - DRYWALL					
Furred Walls, One Layer on Finish Side					
TO 18' -20 GA.2 1/2"@16",1 EA 5/8"GYP FINISH SIDE - HIGH IMPACT	401.00	LF	160.00	64,160	
*** Total Furred Walls, One Layer on Finis				64,160	
Drywall Ceilings					
DRYWALL CEILING - 1 LAYER GYP TO 8' HEIGHT	60.00	SF	6.00	360	
*** Total Drywall Ceilings				360	
** Total 09.02 - DRYWALL				64,520	
09.03 - TILE					
Tile Scope Items					
FLOOR PROTECTION	60.00	SF	0.96	58	
*** Total Tile Scope Items				58	
** Total 09.03 - TILE				58	
09.12 - PAINTING					
Paint Drywall					
PAINT DRYWALL CEILINGS	60.00	SF	0.45	27	
*** Total Paint Drywall				27	
Paint Masonry					
BLOCK FILLER	7,880.00	SF	0.50	3,940	
PAINT CMU	7,880.00	SF	0.60	4,728	
*** Total Paint Masonry				8,668	
Paint Doors & Frames					
PAINT HOLLOW METAL FRAMES	14.00	EA	50.00	700	
PAINT HOLLOW METAL DOORS	14.00	EA	50.00	700	
*** Total Paint Doors & Frames				1,400	
Paint Steel Members					
EPOXY PAINT BOLLARDS	4.00	EA	125.00	500	
*** Total Paint Steel Members				500	
MEP Painting					
PAINT EXPOSED STRUCTURE ABOVE	7,465.00	SF	2.00	14,930	
*** Total MEP Painting				14,930	
Paint Preparation					
TAPE & FLOAT BY PAINTER	60.00	SF	0.55	33	
TAPE & FLOAT BY PAINTER	60.00	SF	1.30	78	
*** Total Paint Preparation				111	
** Total 09.12 - PAINTING				25,636	
09.16 - CONCRETE SEALER					
Concrete Sealer					
CONCRETE SEALER - TWO COATS	7,465.00	SF	1.10	8,212	
*** Total Concrete Sealer				8,212	
** Total 09.16 - CONCRETE SEALER				8,212	
10.08 - SIGNAGE					
Miscellaneous Signage					
SIGNAGE ALLOWANCE PER OPENING	7.00	EA	125.00	875	
*** Total Miscellaneous Signage				875	
** Total 10.08 - SIGNAGE				875	

Williamson County - NCF - Facilities Storage Shed

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Cost of Work Summary

Description	Quantity	UM	Unit Cost	TotalCost	$/SF
10.10 - FIRE PROTECTION SPECIALTIES					
Fire Extinguisher Cabinets					
FIRE EXTINGUISHER W/CABINET	1.00	EA	220.00	220	
*** Total Fire Extinguisher Cabinets				220	
Install Fire Protection Specialties					
INSTALL FIRE EXTINGUISHER WITH CABINET	1.00	EA	28.81	29	
*** Total Install Fire Protection Specialt				29	
** Total 10.10 - FIRE PROTECTION SPECIALTI				249	
10.17 - TOILET ACCESSORIES					
Grab Bars					
GRAB BARS - 36" SATIN FINISH,EXPOSED MTD.	1.00	EA	29.50	30	
GRAB BARS - 42" SATIN FINISH,EXPOSED MTD.	1.00	EA	38.50	39	
*** Total Grab Bars				68	
Toilet Paper Dispensers					
TOILET TISSUE DISPENSER, EXPOSED, SURFACE MTD	1.00	EA	30.00	30	
*** Total Toilet Paper Dispensers				30	
Soap Dispensers					
SOAP DISPENSER - SURFACE MTD	1.00	EA	45.00	45	
*** Total Soap Dispensers				45	
Mirrors					
MIRROR 18x36	1.00	EA	85.00	85	
*** Total Mirrors				85	
Install Toilet Accessories					
INSTALL GRAB BARS	1.00	EA	14.40	14	
INSTALL PAPER TOWEL DISPENSER RECESS MTD	1.00	EA	17.28	17	
INSTALL TOILET TISSUE DISPENSER	1.00	EA	21.61	22	
INSTALL SOAP DISPENSER	1.00	EA	14.40	14	
INSTALL MIRROR - SMALL	1.00	EA	14.40	14	
*** Total Install Toilet Accessories				82	
** Total 10.17 - TOILET ACCESSORIES				310	
21.01 - FIRE PROTECTION					
Sprinkler Systems					
WAREHOUSE FIRE PROTECTION	8,200.00	SF	0.50	4,100	
*** Total Sprinkler Systems				4,100	
** Total 21.01 - FIRE PROTECTION				4,100	
22.01 - PLUMBING					
Building Plumbing					
INSTITUTIONAL BASE PLUMBING	8,200.00	SF			
*** Total Building Plumbing					
Domestic Water Piping					
L-Cu DIST. PIPING 1/2"	25.00	LF	38.00	950	
L-Cu DIST. PIPING 3/4"	280.00	LF	46.00	12,880	
L-Cu DIST. PIPING 1"	20.00	LF	49.00	980	
*** Total Domestic Water Piping				14,810	
Cleanouts & Specialties					
BACKFLOW PREVENTER 2"	1.00	EA	1,000.00	1,000	
*** Total Cleanouts & Specialties				1,000	
Sanitary Waste & Vent Piping					
C.I. WASTE & VENT UNDERGROUND 2"	25.00	LF	42.00	1,050	
C.I. WASTE & VENT UNDERGROUND 3"	30.00	LF	51.00	1,530	

Cost of Work Summary

Description	Quantity	UM	Unit Cost	TotalCost	$/SF
C.I. WASTE & VENT UNDERGROUND 4"	35.00	LF	67.00	2,345	
EXCAVATION & BACKFILL	90.00	LF	20.00	1,800	
***** Total Sanitary Waste & Vent Piping**				**6,725**	
Floor Drains, Cleanouts, & Specialties					
FLOOR CLEANOUT 4"	1.00	EA	275.00	275	
YARD CLEANOUT 4"	1.00	EA	250.00	250	
***** Total Floor Drains, Cleanouts, & Speci**				**525**	
Fixtures, Drains, Connections					
WCH - WATER CLOSET, FLR MNTD, FLUSH VALVE	1.00	EA	1,711.00	1,711	
AUTOMATIC FLUSH SENSOR & OPERATOR FOR WATER CLOSET	1.00	EA	520.00	520	
LH - LAVATORY, WALL HUNG VITREOUS	1.00	EA	1,520.00	1,520	
INFRARED SENSORS FOR LAVATORIES (W/ FAUCET HEAD)	1.00	EA	490.00	490	
CARRIERS & SUPPORTS FOR LAVATORIES	1.00	EA	465.00	465	
FD - (2"-3") FLOOR DRAIN, CAST IRON	1.00	EA	347.00	347	
HB - HOSE BIB 3/4"	3.00	EA	75.00	225	
***** Total Fixtures, Drains, Connections**				**5,278**	
Plumbing Scope Items					
PLUMBING TO 5' OUTSIDE BLDG	1.00	SCOPE			
FIRESTOP OWN PENETRATIONS	8,200.00	SF	0.05	410	
***** Total Plumbing Scope Items**				**410**	
**** Total 22.01 - PLUMBING**				**28,748**	
23.01 - HVAC					
Test & Balance					
TEST & BALANCE BY HVAC SUBCONTRACTOR	8,200.00	SF	0.78	6,396	
***** Total Test & Balance**				**6,396**	
Building HVAC Controls					
CONTROLS TURNKEY - BASIC	8,200.00	SF	1.75	14,350	
***** Total Building HVAC Controls**				**14,350**	
Refrigerant Piping					
LIQUID PIPING	875.00	LF	14.29	12,504	
***** Total Refrigerant Piping**				**12,504**	
Piping Connections					
COOLING COIL HOOK-UP	5.00	EA	1,284.00	6,420	
***** Total Piping Connections**				**6,420**	
Supply/Return/Exhaust Duct					
GALVANIZED SPIRAL DUCT	4,100.00	LB	4.00	16,400	
***** Total Supply/Return/Exhaust Duct**				**16,400**	
Duct & Piping Insulation					
DUCT INSULATION	8,200.00	SF	1.25	10,250	
PIPE INSULATION - REFRIDGERANT LINES	875.00	LF	20.00	17,500	
***** Total Duct & Piping Insulation**				**27,750**	
Air Distribution Devices					
SIDE WALL DIFFUSERS	25.00	EA	100.00	2,500	
***** Total Air Distribution Devices**				**2,500**	
Exhaust/Return Fans					
TOILET EXHAUST FANS	75.00	CFM	2.85	214	
***** Total Exhaust/Return Fans**				**214**	
AHU DX Systems/ Mini-Split					
DX COOLING GAS HTG. 5 TONS	5.00	EA	6,050.00	30,250	
RIGGING	5.00	EA	1,500.00	7,500	
***** Total AHU DX Systems/ Mini-Split**				**37,750**	
**** Total 23.01 - HVAC**				**124,284**	
26.01 - ELECTRICAL					

Williamson County - NCF - Facilities Storage Shed

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Cost of Work Summary

Description	Quantity	UM	Unit Cost	TotalCost	$/SF
Site Electrical Ductbank					
SITE DUCT BANK - ELECTRICAL	167.00	LF	175.00	29,225	
SITE DUCT BANK CONCRETE	65.00	CY	80.00	5,200	
HAUL OFF DUCT BANK SPOILS	78.00	TCY	10.00	780	
***** Total Site Electrical Ductbank**				**35,205**	
Light Poles & Standards					
LIGHT POLES - ONE ARM	8.00	EA	3,000.00	24,000	
***** Total Light Poles & Standards**				**24,000**	
Building Electrical					
INSTITUTIONAL BASE ELECTRICAL	8,200.00	SF			
***** Total Building Electrical**					
Secondary Feeders					
SECONDARY FEEDERS	8,200.00	SF	2.50	20,500	
***** Total Secondary Feeders**				**20,500**	
Distribution Panels and Panelboards					
120/208 V, 4 WIRE, 400 AMP MAIN	1.00	EA	3,200.00	3,200	
277/480 V, 4 WIRE, 400 AMP MAIN	1.00	EA	3,200.00	3,200	
277/480 V, 4 WIRE, 800 AMP MAIN	1.00	EA	8,860.00	8,860	
***** Total Distribution Panels and Panelboa**				**15,260**	
Branch Circuiting					
120V GFI DUPLEX OUTLET	8.00	EA	158.01	1,264	
120V FOURPLEX OUTLET	12.00	EA	188.98	2,268	
ADD FOR WEATHERPROOF COVER	7.00	EA	20.00	140	
SINGLE SWITCHES	1.00	EA	141.66	142	
SWITCH - 4 WAY	4.00	EA	292.40	1,170	
WALL MOUNTED OCC. SENSORS	1.00	EA	217.73	218	
CEILING MOUNTED OCC. SENSORS	9.00	EA	339.38	3,054	
J.B.W/25' CONDUIT & WIRE FOR RETRACTABLE POWER CHORD	12.00	EA	154.22	1,851	
CONDUIT & WIRING PER DROP	54.00	EA	127.00	6,858	
***** Total Branch Circuiting**				**16,964**	
Building Light Fixtures					
TYPE C2 - 2X4 LAY IN LED - W/ GYP FLANGE KIT	1.00	EA	574.00	574	
X1 - LED SINGLE FACE EXIT	4.00	EA	280.80	1,123	
TYPE U3 - 16"X4 HIGH BAY LED	35.00	EA	619.00	21,665	
Y1 - EMERGENCY EGRESS FIXTURE	13.00	EA	618.61	8,042	
CONDUIT & WIRING PER FIXTURE	45.00	EA	127.00	5,715	
***** Total Building Light Fixtures**				**37,119**	
HVAC Connections					
LOCAL DISC SW/STARTER, SIZE 1, 3R	5.00	EA	1,250.00	6,250	
***** Total HVAC Connections**				**6,250**	
Transformers					
TRANSFORMERS	8,200.00	SF	0.78	6,396	
3 PH 240/480-120/208 112.5 KVA	0.01	EA	6,367.00	64	
***** Total Transformers**				**6,460**	
Fire Alarm					
FIRE ALARM SYSTEM	8,200.00	SF	1.85	15,170	
***** Total Fire Alarm**				**15,170**	
Other Electrical					
FIRECAULKING	8,200.00	SF	0.12	984	
***** Total Other Electrical**				**984**	
Electrical Scope Items					
TEMP. ELECTRICAL	8,200.00	SF	0.08	656	
***** Total Electrical Scope Items**				**656**	
**** Total 26.01 - ELECTRICAL**				**178,568**	

Williamson County - NCF - Facilities Storage Shed

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Cost of Work Summary

Description	Quantity	UM	Unit Cost	TotalCost	$/SF
28.01 - SECURITY					
Access Control					
ELECTRIC DOOR STATUS INDICATOR DEVICES	6.00	EA	150.00	900	
CARD READERS (PER DOOR, READER,REX, LOCK, DOOR CONTACTS, WIRING, INSTALL)	5.00	EA	1,200.00	6,000	
*** Total Access Control				6,900	
Other Access Control					
CARD READER ROUGH IN (PER DOOR)	1.00	EA	1,500.00	1,500	
HEADEND - (PER DOOR INCLUDES CONTROL PANEL, LOCK POWER SUPPLY)	1.00	EA	600.00	600	
*** Total Other Access Control				2,100	
Electronic Surveillance					
STATIONARY CAMERAS - EXTERIOR	4.00	EA	3,600.00	14,400	
CAMERA DOMES	4.00	EA	350.00	1,400	
*** Total Electronic Surveillance				15,800	
** Total 28.01 - SECURITY				24,800	
31.01 - EARTHWORK					
Stripping					
STRIPPING - LARGER THAN 2 ACRES	576.00	TCY	5.09	2,934	
HAUL OFF STRIPPING MATERIALS (SPREAD ONSITE)	576.00	TCY	2.40	1,380	
*** Total Stripping				4,313	
Building Mass Excavation					
EXPORT MATERIALS - BUILDING	2,492.00	TCY	7.19	17,908	
MASS EXCAVATION - MAINT. SHED.	2,492.00	TCY	2.78	6,919	
*** Total Building Mass Excavation				24,827	
Building Structural Fill					
STRUCTURAL FILL - MAINT. SHED. (6.5')	3,500.00	TCY	3.30	11,532	
IMPORT MATERIALS - SELECT FILL	3,500.00	TCY	14.37	50,304	
SCARIFY AND COMPACT - MAINT. SHED.	10,027.00	SF	0.14	1,374	
*** Total Building Structural Fill				63,211	
Paving Cut/Fill					
IMPORT MATERIALS - PAVING (SELECT FILL)	136.00	TCY	14.37	1,955	
EXPORT MATERIALS - PAVING	156.00	TCY	7.19	1,121	
CUT FOR SITE PAVING	156.00	TCY	6.50	1,015	
FILL FOR SITE PAVING	136.00	TCY	5.06	688	
*** Total Paving Cut/Fill				4,779	
Misc. Site Cut/Fill					
BACKFILL CURBS (CREW & MATERIAL)	356.00	TCY	11.54	4,107	
*** Total Misc. Site Cut/Fill				4,107	
Base Materials					
PLACE 12" LIMESTONE BASE SUBGRADE	1,677.00	TON	6.26	10,498	
PURCHASE LIMESTONE BASE SUBGRADE	1,677.00	TON	14.37	24,103	
*** Total Base Materials				34,601	
Lime Stabilization					
STABILIZE SUBGRADE - ASPHALT SUBGRADE (12" FLEX BASE, 6" LIME STAB.)	2,245.00	SYD	5.04	11,324	
BLUE TOP / CUT TO GRADE - ASPHALT SUBGRADE (12" FLEX BASE, 6" LIME STAB.)	20,205.00	SF	0.11	2,208	
PURCHASE LIME	51.00	TON	191.63	9,773	
FUEL FOR STABILIZATION	1.00	WK	2,357.29	2,357	
CALCULATION - 36LBS PER SY x SY / 2000 = TONS	1.00	SCOPE			
*** Total Lime Stabilization				25,662	
** Total 31.01 - EARTHWORK				161,501	
31.05 - SOIL TREATMENT					
Termite Treatment					

Cost of Work Summary

Description	Quantity	UM	Unit Cost	TotalCost	$/SF
TERMITE TREATMENT	8,200.00	SF	0.16	1,312	
***** Total Termite Treatment**				**1,312**	
**** Total 31.05 - SOIL TREATMENT**				**1,312**	
32.01 - ASPHALT					
Asphalt Paving					
ASPHALT PAVING - 2" TYPE C	20,205.00	SF	1.50	30,308	
***** Total Asphalt Paving**				**30,308**	
**** Total 32.01 - ASPHALT**				**30,308**	
32.13 - LANDSCAPE & IRRIGATION					
Irrigation Systems					
PERMANENT AND TEMP IRRIGATION SYSTEM	1.00	LS	15,000.00	15,000	
***** Total Irrigation Systems**				**15,000**	
Trees					
CEDAR ELM - 65 GALLON	3.00	EA	550.00	1,650	
MONTEREY OAK - 65 GALLON	2.00	EA	550.00	1,100	
***** Total Trees**				**2,750**	
Lawns & Grasses					
BERMUDA SOD	8,436.00	SF	0.80	6,749	
***** Total Lawns & Grasses**				**6,749**	
Plant Accessories					
GRANITE GRAVEL	135.00	SF	2.85	385	
TREE STAKING	15.00	EA	150.00	2,250	
***** Total Plant Accessories**				**2,635**	
Topsoil					
SPREAD TOPSOIL - LABOR ONLY	2.50	BCY	9.50	24	
PROVIDE TOPSOIL - MATERIAL ONLY	2.50	BCY	18.00	45	
***** Total Topsoil**				**69**	
**** Total 32.13 - LANDSCAPE & IRRIGATION**				**27,202**	
33.01 - SITE UTILITIES					
Water Piping					
PVC SCH 40 PIPE - 2"	331.00	LF	4.10	1,357	
PVC SCH 40 BEND - 2"	6.00	EA	20.49	123	
INSTALL WATER LINE PIPE	331.00	LF	25.80	8,540	
BANK SAND	320.00	TCY	19.13	6,120	
***** Total Water Piping**				**16,140**	
Water Distribution Equipment					
GATE VALVE & BOX - 2"	1.00	EA	478.16	478	
TAPPING SLEEVE - 16" X 2"	1.00	EA	6,830.87	6,831	
***** Total Water Distribution Equipment**				**7,309**	
Meters					
DOMESTIC WATER METER - 2"	1.00	EA	20,492.61	20,493	
***** Total Meters**				**20,493**	
Testing & Disinfection					
DISINFECTION OF WATER PIPING	1.00	SCOPE			
HYDROSTATIC TESTING OF WATER PIPING	1.00	SCOPE			
***** Total Testing & Disinfection**					
Sanitary Piping					
PVC SDR 26 - 6"	355.00	LF	10.93	3,880	
INSTALL SANTIARY PIPE	355.00	LF	40.11	14,238	
CEMENT STABILIZED BACKFILL	570.00	TONS	34.15	19,468	
CLEANOUT	1.00	EA	136.62	137	
***** Total Sanitary Piping**				**37,723**	
Miscellaneous Utilities					
HAUL SANITARY SPOILS	437.00	TCY	9.61	4,201	

Williamson County - NCF - Facilities Storage Shed

Loc: Georgetown, Texas *Est Date: 08/29/2018*
Project Size: 0 sqft *Estimator: Vaughn Team*
Type: GMP

Cost of Work Summary

Description	*Quantity*	*UM*	*Unit Cost*	*TotalCost*	*$/SF*
HAUL WATER SPOILS	*320.00*	*TCY*	*10.13*	*3,242*	
****** Total Miscellaneous Utilities***				***7,442***	
***** Total 33.01 - SITE UTILITIES***				***89,106***	
**** Total ALTERNATE #1 - FACILITIES STORAGE***				***1,312,838***	
Total Gross Cost				***1,312,838***	

Williamson County
Williamson County North Campus Facilities
Vaughn Project No. 2339-01

VAUGHN CONSTRUCTION

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pend.	App.	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	$18,195,395	$406,771	$406,771	$1,896,522		$625,467	$21,530,926	$21,530,926
1	OCO	0	0	$3,659	$0	($3,659)	$0		$0	$0	$21,530,926
2	OCO	10	10	$114,186	$0	($114,186)	$0		$0	$0	$21,530,926
3	OCO	0	0	$1,706	$0	($1,727)	$21		$0	$0	$21,530,926
4	OCO	0	0	$15,994	$0	($15,994)	$0		$0	$0	$21,530,926
5	OCO	0	0	$19,676	($19,676)	$0	$0		$0	$0	$21,530,926
6	OCO	0	0	$14,465	($14,465)	$0	$0		$0	$0	$21,530,926
7	OCO	0	0	$2,237	$0	($2,237)	$0		$0	$0	$21,530,926
8	OCO	0	0	$3,450	$0	($3,450)	$0		$0	$0	$21,530,926
9	OCO	0	0	$832	$0	($832)	$0		$0	$0	$21,530,926
10	OCO	0	0	$285	$0	($285)	$0		$0	$0	$21,530,926
11	OCO	0	0	$22,415	$0	($22,415)	$0		$0	$0	$21,530,926
12	OCO	0	0	$11,221	$0	($11,221)	$0		$0	$0	$21,530,926
13	OCO	0	0	($5,000)	$0	$5,000	$0		$0	$0	$21,530,926
14	OCO	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
15	OCO	0	0	$79,584	$0	($79,584)	$0		$0	$0	$21,530,926
16	OCO	0	0	$9,930	$0	($9,930)	$0		$0	$0	$21,530,926
17	OCO	0	0	$2,450	($2,450)	$0	$0		$0	$0	$21,530,926
18	OCO	0	0	$1,747	($1,747)	$0	$0		$0	$0	$21,530,926
19	OCO	0	0	($1,763)	$0	$0	$1,763		$0	$0	$21,530,926
20	OCO	0	0	$5,784	$0	($5,856)	$72		$0	$0	$21,530,926
21	OCO	0	0	$10,364	($10,364)	$0	$0		$0	$0	$21,530,926
22	OCO	0	0	$6,410	($6,461)	$0	$51		$0	$0	$21,530,926
23	OCO	0	0	$15,825	($15,825)	$0	$0		$0	$0	$21,530,926
24	OCO	0	0	$33,487	($33,906)	$0	$419		$0	$0	$21,530,926
25	OCO	0	0	$8,854	($8,854)	$0	$0		$0	$0	$21,530,926
26	OCO	0	0	($106)	$0	$106	$0		$0	$0	$21,530,926
27R	OCO	0	0	$2,687	$0	($2,687)	$0		$0	$0	$21,530,926
28	Void	0	0	$0	$0	$0	$0		$0	$0	$21,530,926
29	OCO	0	0	$3,647	($3,647)	$0	$0		$0	$0	$21,530,926
30	OCO	0	0	($30,000)	$0	$30,000	$0		$0	$0	$21,530,926
31	OCO	0	0	$4,434	$0	($4,434)	$0		$0	$0	$21,530,926
32	OCO	0	0	$6,816	$0	($6,816)	$0		$0	$0	$21,530,926
33R	OCO	0	0	($28,265)	$0	$28,265	$0		$0	$0	$21,530,926
34	OCO	0	0	$5,273	($5,273)	$0	$0		$0	$0	$21,530,926
35	OCO	0	0	($168,250)	$0	$0	$0		$0	($168,250)	$21,362,676
36	OCO	0	0	$1,280	($1,280)	$0	$0		$0	$0	$21,362,676
37	OCO	0	0	$1,601	($1,601)	$0	$0		$0	$0	$21,362,676
38R	OCO	0	0	$4,646	($4,646)	$0	$0		$0	$0	$21,362,676
39R	OCO	15	15	$0	$0	$0	$0		$0	$0	$21,362,676
40R	OCO	0	0	($6,292)	$0	$6,292	$0		$0	$0	$21,362,676
41	OCO	0	0	($50,311)	$0	$50,311	$0		$0	$0	$21,362,676
42R	OCO	0	0	($44,494)	$0	$44,494	$0		$0	$0	$21,362,676
43R	OCO	0	0	$24,129	$0	($24,129)	$0		$0	$0	$21,362,676
44R	OCO	0	0	$4,882	$0	($4,882)	$0		$0	$0	$21,362,676
45R	OCO	0	0	$25,500	($25,500)	$0	$0		$0	$0	$21,362,676
46	OCO	168	168	$1,304,051	$0	$0	$132,086	($135,504)	$49,367	$1,350,000	$22,712,676
47	OCO	0	0	$1,112	$0	($1,126)	$14		$0	$0	$22,712,676
48	OCO	0	0	$35,771	$0	($36,181)	$410		$0	$0	$22,712,676
49	OCO	0	0	$2,541	($2,573)	$0	$32		$0	$0	$22,712,676
50	OCO	4	4	$4,392	($4,392)	$0	$0		$0	$0	$22,712,676
51	OCO	4	4	$5,759	$0	($5,759)	$0		$0	$0	$22,712,676
52	OCO	0	0	($2,064)	$0	$2,064	$0		$0	$0	$22,712,676
53	Void	0	0	$0	$0	$0	$0		$0	$0	$22,712,676
54	OCO	0	0	$20,376	$0	($20,586)	$210		$0	$0	$22,712,676
55	OCO	0	0	($390)	$0	$390	$0		$0	$0	$22,712,676
56	OCO	0	0	$5,676	$0	($5,676)	$0		$0	$0	$22,712,676
57	OCO	0	0	$63,922	($9,317)	($54,605)	$0		$0	$0	$22,712,676
58	OCO	0	0	$24,379	$0	($24,379)	$0		$0	$0	$22,712,676
59	OCO	0	0	$2,107	$0	($2,128)	$21		$0	$0	$22,712,676
60	OCO	0	0	$1,631	$0	($1,631)	$0		$0	$0	$22,712,676
61	OCO	0	0	$48,990	$0	($49,269)	$279		$0	$0	$22,712,676
62	OCO	0	0	$19,344	($19,344)	$0	$0		$0	$0	$22,712,676
63	OCO	0	0	$6,533	$0	($6,533)	$0		$0	$0	$22,712,676
64	OCO	206	-	$1,883,541	($215,450)	($51,496)	$275,711	($935,054)	$60,748	$1,018,000	$23,730,676
Current Amounts		**407**	**201**	**$21,758,041**	**$0**	**$0**	**$2,307,611**	**($1,070,558)**	**$735,582**	**$23,730,676**	**$23,730,676**

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 62

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				$ 18,027,145.00	$ 406,771.00	$ 406,772.00	$ -	$ 1,896,522.00	$ 625,467.00	$ 21,362,677.00	$ 21,362,677.00
1	03/28/17		0	$ 3,659.00	$ -	$ (3,659.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
2	03/28/17		10	$ 114,186.00	$ -	$ (114,186.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
3	05/02/17		0	$ 1,727.00	$ -	$ (1,727.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
4	05/02/17		0	$ 19,494.00	$ -	$ (19,494.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
5	05/30/17		0	$ 19,676.00	$ (19,676.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
6	05/30/17		0	$ 14,465.00	$ (14,465.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
7	05/30/17		0	$ 2,237.00	$ -	$ (2,237.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
8	05/30/17		0	$ 3,450.00	$ -	$ (3,450.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
9	06/27/17		0	$ 832.00	$ -	$ (832.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
10	06/27/17		0	$ 285.00	$ -	$ (285.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
11	06/27/17		0	$ 22,415.00	$ -	$ (22,415.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
12	06/27/17		0	$ 11,221.00	$ -	$ (11,221.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
13	06/27/17		0	$ (5,000.00)	$ -	$ 5,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
14	06/27/17		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
15	06/27/17		0	$ 79,584.00	$ -	$ (79,584.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
16	06/27/17		0	$ 9,930.00	$ -	$ (9,930.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
17	09/12/17	A&E	0	$ 2,450.00	$ -	$ -	$ (2,450.00)	$ -	$ -	$ -	$ 21,362,677.00
18	09/12/17	A&E	0	$ 1,747.00	$ (1,747.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
19	09/12/17	Owner	0	$ 577,128.00	$ -	$ -	$ (577,128.00)	$ -	$ -	$ -	$ 21,362,677.00
20	12/05/17	A&E	0	$ 5,784.00	$ -	$ (5,856.00)	$ -	$ 72.00	$ -	$ -	$ 21,362,677.00
21	10/03/17	A&E	0	$ 10,364.00	$ (10,364.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
22	10/03/17	A&E	0	$ 6,461.00	$ (6,461.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
23	12/05/17	A&E	0	$ 15,825.00	$ (15,825.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
24	10/03/17	A&E	0	$ 33,906.00	$ (33,906.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
25	10/03/17	A&E	0	$ 8,854.00	$ (8,854.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
26	02/06/18	A&E	0	$ (106.00)	$ -	$ 106.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
27	02/27/18	A&E	0	$ 2,687.00	$ -	$ (2,687.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
28	PENDING REVIEW										$ 21,362,677.00
29	02/06/18	A&E	0	$ 3,647.00	$ (3,647.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
30	10/24/17	Contractor		$ (30,000.00)	$ -	$ 30,000.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
31	10/24/17	A&E		$ 4,434.00	$ -	$ (4,434.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
32	11/14/17	A&E		$ 6,816.00		$ (6,816.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
33	04/17/18	Owner	0	$ (28,265.00)	$ -	$ 28,265.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
34	11/14/17	Contractor		$ 5,273.00	$ (5,273.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
35	PENDING REVIEW										$ 21,362,677.00
36	12/05/17	A&E	0	$ 1,280.00	$ (1,280.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
37	12/05/17	A&E	0	$ 1,601.00	$ (1,601.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
38	03/27/18	A&E	0	$ 4,646.00	$ -	$ (4,646.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
39	02/27/18	Contractor	15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
40	02/27/18	Contractor	0	$ (6,292.00)	$ -	$ 6,292.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
41	02/06/18	Owner	0	$ (50,311.00)	$ -	$ 50,311.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
42	02/27/18	Contractor	0	$ (44,494.00)	$ -	$ 44,494.00	$ -	$ -	$ -	$ -	$ 21,362,677.00
43	02/27/18	Owner	0	$ 24,129.00	$ -	$ (24,129.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00
44	02/27/18	Owner	0	$ 4,882.00	$ -	$ (4,882.00)	$ -	$ -	$ -	$ -	$ 21,362,677.00

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324 **Change Order #:** 62

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		
45	03/20/18	Contractor	0	$ 25,500.00	$ (25,500.00)	$ -	$ -	$ -	$ -	$ -	$ 21,362,677.00
46	03/27/18	Owner	163	$ 1,485,504.00	$ -	$ -	$ (135,504.00)	$ 132,086.00	$ 49,367.00	$ 1,350,000.00	$ 22,712,677.00
47	03/20/18	Owner	0	$ 1,126.00	$ -	$ (1,126.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
48	03/20/18	Contractor	0	$ 36,181.00	$ -	$ (36,181.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
49	PENDING REVIEW										$ 22,712,677.00
50	04/17/18	A&E	4	$ 4,392.00	$ (4,392.00)	$ -	$ -	$ -	$ -	$ -	$ 22,712,677.00
51	03/20/18	Owner	4	$ 5,759.00	$ -	$ (5,759.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
52	04/17/18	Owner	0	$ (2,064.00)	$ -	$ 2,064.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
53	04/10/18	Owner	0	$ 377,829.00	$ -	$ -	$ (425,216.00)	$ 47,387.00	$ -	$ -	$ 22,712,677.00
54	06/05/18	A&E	0	$ 20,376.00	$ -	$ (20,376.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
55	06/05/18	A&E	0	$ (390.00)	$ -	$ 390.00	$ -	$ -	$ -	$ -	$ 22,712,677.00
56	07/10/18	Owner	0	$ 5,676.00	$ -	$ (5,676.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
57	07/10/18	Contractor	0	$ 63,922.00	$ (9,317.00)	$ (54,605.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
58	07/10/18	Contractor	0	$ 24,379.00	$ -	$ (24,379.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
59	07/10/18	Owner	0	$ 2,107.00	$ -	$ (2,128.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
60	07/10/18	Owner	0	$ 1,631.00	$ -	$ (1,631.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
61	07/10/18	Owner	0	$ 49,269.00	$ -	$ (49,269.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
62	08/14/18	Contractor	0	$ 19,344.00	$ (19,344.00)	$ -	$ -	$ -	$ -	$ -	$ 22,712,677.00
63	09/04/18	Owner	0	$ 6,533.00	$ -	$ (6,533.00)	$ -	$ -	$ -	$ -	$ 22,712,677.00
64		Owner	206	$ 2,220,000.00	$ (215,450.00)	$ (51,496.00)	$ (935,054.00)	$ -	$ -	$ -	$ 22,712,677.00
			402	**$ 23,234,826.00**	**$ 9,669.00**	**$ (7,935.00)**	**$ (1,140,298.00)**	**$ 2,076,067.00**	**$ 674,834.00**	**$ 22,712,677.00**	**$ 22,712,677.00**
											$ (1,195,249.00)

Commissioners Court - Regular Session **20.**

Meeting Date: 09/11/2018

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 $75,000 from 2013 Road Non-Departmental (P290) to CR 305 (P306).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 08:45 AM
Form Started By: Emmeline Palma		Started On: 09/05/2018 01:37 PM
Final Approval Date: 09/06/2018		

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

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

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

From: Michael J. Weaver

Date: September 5, 2018

Re: 2013 Road Bond Transfers

An outstanding utility invoice is ready to be paid on the CR 305 @IH35 Ph1 Bridge Replacement project. Please make the following transfers to the 2013 Road Bond Program budgets:

- Move $75,000.00 from P-290 2013 Unallocated to P-306 CR 305.

If you have any questions, please let me know.

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

Commissioners Court - Regular Session **21.**

Meeting Date: 09/11/2018

Resolution

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 Resolution with TxDOT for an Interlocal Agreement to perform material inspection and testing services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TxDOT Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:24 AM
Form Started By: Charlie Crossfield		Started On: 09/06/2018 09:42 AM
Final Approval Date: 09/06/2018		

STATE OF TEXAS	*****	***THE COMMISSIONERS COURT OF***
COUNTY OF WILLIAMSON	*****	***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the 11th day of September 2018, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Interlocal Agreement for TXDOT to perform material inspection and testing services which would benefit the citizens of Williamson County.

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

RESOLVED this ___ day of _____, 2018.

_____
Dan A. Gattis, County Judge

Attest:

_____
Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **22.**

Meeting Date: 09/11/2018

Interlocal Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with TxDOT regarding the material inspection and testing services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:24 AM
Form Started By: Charlie Crossfield		Started On: 09/06/2018 09:50 AM
Final Approval Date: 09/06/2018		

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation	TxDOT
Williamson County	Local Government

II. PURPOSE: Perform material inspection and testing services.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed $50,000.00 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on 08/31/2022 or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:
THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A,** Scope of Services**, Attachment B,** Budget**, Attachment C,** General Terms and Conditions, **Attachment D,** Resolution or Ordinance and **Attachment E,** Location Map Showing Project.

WILLIAMSON COUNTY

By _____ Date _____
AUTHORIZED SIGNATURE

_____
TYPED OR PRINTED NAME AND TITLE

Title _____

FOR THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Kenneth Stewart
Director of Contract Services

ATTACHMENT A

Scope of Services

The Texas Department of Transportation (TxDOT) agrees to perform material inspection and testing services as requested by the Local Government, and subject to the terms set forth below. Material inspection and testing services to be performed by TxDOT consists of the following:

- Various inspected materials fabricated off-site (structural steel bridge components, pre-cast concrete stressed/non-stressed products, and miscellaneous fabricated products).
- Other materials inspection and testing as agreed upon in writing by TxDOT and the Local Government.

Inspections will be performed in compliance with the specifications and instructions supplied by the Local Government and are subject to the terms and conditions described below. Written inspection or test reports will be provided to the Local Government in accordance with TxDOT's existing policies as inspection and testing services are performed by TxDOT.

Prior to the commencement of material inspection and testing services, the Local Government shall provide TxDOT with a single point of contact for this scope of services. TxDOT will direct all invoices, test reports, questions and other issues to this point of contact. The Local Government shall provide an email address to which invoices will be sent. The Local Government shall provide written notification of a change to the point of contact.

INSPECTED MATERIALS

The Local Government will provide TxDOT a list of the materials requiring inspection. Estimated quantities of each material will also be provided. The types of products and the extent of the inspections will be as agreed upon prior to commencement of any inspections. The level of inspection and documentation furnished for Local Government inspections will be as provided for typical TxDOT projects.

TxDOT will only perform inspection services for the Local Government at structural steel fabrication plants, commercial precast prestressed and non-stressed concrete products plants, and other miscellaneous fabrication plants where TxDOT routinely provides such inspection and testing services for its own highway materials or for others. Out-of-state inspections for Local Government will be performed only when TxDOT has employees scheduled to conduct inspections for TxDOT projects at the requested locations, unless agreed upon otherwise. All out-of-state inspections will require reimbursement of the additional costs for travel (airfare, lodging, per diem, vehicle rentals, and other miscellaneous costs). Reimbursement will be requested through invoices from TxDOT.

TxDOT reserves the right to prioritize or reschedule any inspection and testing services according to the following:

- Inspection and testing services may be cancelled or deferred due to unavailability of TxDOT personnel to perform the necessary inspection
- Inspections for the Local Government will be given lower priority than inspections performed by TxDOT for TxDOT projects
- Inspections for the Local Government may be rescheduled to coincide with the inspection of products for TxDOT projects.

The Local Government and its fabricators will abide by the Nonconformance Report (NCR) process utilized by TxDOT for disposition of products that do not meet the requirements of the Local Government's specifications provided.

WORK REQUESTS

A minimum of two (2) weeks prior to TxDOT performing any inspections, the Local Government will submit Work Requests to TxDOT. Submit one Work Request per Fabricator and include the following:

- Project information (i.e. contract number, CSJ, etc.)
- Work description
- Type and estimated quantity of material(s) to be inspected
- Fabricator information (Name, contact person, phone number, physical location)
- Desired date of inspection
- Name, title, signature, and telephone number of the Local Government's authorized representative.
- Specification Item or Special Specification to be used for inspection
- List of the Local Government's amendments to Specification Item
- Local Governments Special Specifications
- Complete set of necessary design drawings, material specifications, and shop drawing files in Adobe .pdf format to perform inspection of the material.

Incomplete Work Requests will not be accepted. E-mail completed Work Requests, with attachments, as an Adobe .pdf format to CST_Structuralcorrespondence@txdot.gov and include "Work Request" in the subject line.

TEST REPORTS

TxDOT will send test reports and pertinent information to the Local Government's designated point of contact for services performed as attachments to invoices for services.

ATTACHMENT B

Texas Department of Transportation Inspection & Testing Rates

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TxDOT will only perform inspection and testing services outlined in Attachment A.

Charges will be based on rates in effect at the time inspection and testing services are performed.

Current Inspection and Testing Rates are published at

http://ftp.dot.state.tx.us/pub/txdot-info/cst/inspection_testing.pdf

Invoices will be sent to the Local Government on a monthly basis. Payments are due within 30 days of date of invoice and will be mailed to the following address:

Texas Department of Transportation
P. O. Box 149001
Austin, Texas 78714-9001

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments
This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements
If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes
TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment
Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination
This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities
Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

Article 7. Responsibilities of the Parties
Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws
The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision
The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 11. Notices

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

Local Government:	Williamson County c/o HNTB Corporation 14 Galloping Road Round Rock, TX 78681
TxDOT:	Texas Department of Transportation Attention: Director, Contract Services 125 East 11th Street Austin, TX 78701-2483

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

ATTACHMENT D

Resolution or Ordinance

ATTACHMENT E

Location Maps Showing Project

Commissioners Court - Regular Session **23.**

Meeting Date: 09/11/2018

Cost Participation Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Cost Participation Agreement with Middlebrook, Ltd. for turn lanes needed on Ronald Reagan at Santa Rita Blvd.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cost Participation Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:24 AM
Form Started By: Charlie Crossfield		Started On: 09/06/2018 09:56 AM
Final Approval Date: 09/06/2018		

Commissioners Court - Regular Session **24.**

Meeting Date: 09/11/2018

Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Jessica Nicol Buckler and Joseph Leonard Buckler for ROW needed on CR 111, Parcel 30. Funding Source: Road Bonds P249

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 111 Real Estate Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:24 AM
Form Started By: Charlie Crossfield		Started On: 09/06/2018 10:03 AM
Final Approval Date: 09/06/2018		

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 30

THIS REAL ESTATE CONTRACT ("Contract") is made by JESSICA NICOL BUCKLER and JOSEPH LEONARD BUCKLER (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 2.049 acre (89,247 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 30**)

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 and Additional Compensation

2.01. The Purchase Price for the Property interests described in Exhibit "A" shall be the sum of SEVENTY-THREE THOUSAND SEVEN HUNDRED SIXTY-FOUR and 00/100 Dollars ($73,764.00).

2.1.1. As Additional Compensation for any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller, Purchaser shall pay the sum of THIRTY-SEVEN THOUSAND THREE HUNDRED SEVENTEEN and 00/100 Dollars ($37,317.00).

CONTRACT DOCUMENT

Payment of Purchase Price and Additional Compensation

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

CONTRACT DOCUMENT

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before September 15, 2018, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

(c) Any exceptions approved by Purchaser in writing.

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

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

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

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

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

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

CONTRACT DOCUMENT

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

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

Closing Costs

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

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

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

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

(4) Attorney's fees paid by each party incurring same 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.

CONTRACT DOCUMENT

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

CONTRACT DOCUMENT

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature pages follow]

CONTRACT DOCUMENT

SELLER:

Jessica Nicol Meier
Jessica Nicol Buckler (Meier)

Address: _____

_____

Date: 8-29-18

_____
Joseph Leonard Buckler

Address: 701 County Road 105
Hutto, TX 78634

Date: August 27, 2018

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

CONTRACT DOCUMENT

EXHIBIT A

County: Williamson
Parcel: 30
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 30

BEING 2.049 acres (89,249 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426 in Williamson County, Texas, said land being a portion of that certain tract of land, called 8.67 acres, as conveyed to Robert D. Buckler by deed recorded as Document No. 2005058454 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found (Surface Coordinates determined as N=10196874.04, E=3153708.27) at the intersection of the Northwest line of County Road No. 105 and the south line of County Road No. 105 Spur, marking the most easterly corner of the above-referenced 8.67 acre Buckler tract, being a northwesterly corner of that certain tract of land, called 2.585 acres, as conveyed to Don Wilson, County Judge of Williamson County and his successors in office, by deed as recorded in Volume 1649, Page 206, of the Official Records of Williamson County, Texas, for the most easterly corner hereof, from which a ½-inch iron rebar found for a northwest corner of the above-referenced 8.67 acre Buckler tract bears S 68°23'00" W, 929.65 feet to a calculated point, then S 59°58'45" W. 44.93 feet;

THENCE, along the said Northwest line of County Road No. 105, being the southeast line of the said 8.67 acre Buckler tract, being the Northwest line of the said 2.585 acre Williamson County tract, as follows; along a curve to the left, (Radius = 840.00 feet, Delta = 17°55'45", Long Chord bears S 36°04'15" W, 261.79 feet), an arc distance of 262.86 feet to an iron pin found;

THENCE, S 27°12'45" W, 90.13 feet to an iron pin found;

THENCE, S 27°00'30" W, 109.99 feet to a calculated point;

THENCE, S 27°06'00" W, 268.85 feet to an iron pin found at the beginning of a curve to the right, (Radius = 760.00 feet, Delta = 38°27'15", Long Chord bears S 46°20'30" W, 500.54 feet an arc distance of 510.06 feet to an iron pin found on the east line of County Road No. 105 Spur, marking the most westerly Northwest corner of the said 2.585 acre Williamson County tract, for the Southwest corner of the said 8.67 acre Buckler tract, for the Southwest corner hereof;

THENCE, along the east line of County Road No. 105 Spur, being the west line of the said 8.67 acre Buckler tract, N 12°56'30" W, 44.73 feet to a calculated point and N 21°35'30" W, 6.20 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 170+28.41 for the Northwest corner hereof;

CONTRACT DOCUMENT

THENCE, along a curve to the left, (Radius = 1,432.00 feet, Delta = 22°10'15", Long Chord bears N 39°57'45" E, 550.68 feet) an arc distance of 554.13 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 176+08.85;

THENCE, N 28°52'30" E, 153.65 feet to an iron pin found at the beginning of a curve to the right (Radius = 1,568.00 feet, Delta – 8°18'00", Long Chord bears N 33°01'30" E, 226.94 feet);

THENCE, along the said curve for an arc distance of 227.14 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 179+79.79;

THENCE, N 18°57'15" W, 58.12 feet to an iron pin set 116.58 feet left of Engineers Centerline Station 180+09.85 at the beginning of a curve to the left, (Radius = 130.00 feet, Delta = 36°12'15", Long Chord bears S 86°48'30" W, 80.79 feet);

THENCE, along the said curve for an arc distance of 82.15 feet to an iron pin set 177.93 feet left of Engineers Centerline Station 177+61.97;

THENCE, S 74°11'15" W, 118.83 feet to an iron pin set 253.11 feet left of Engineers Centerline Station 178+81.48 on the said south line of County Road No. 105 Spur, being the north line of the said 8.67 acre Buckler tract, for a westerly corner hereof;

THENCE, along the said south line of County Road No. 105 Spur, N 68°23'00" E, 435.09 feet to the Place of **BEGINNING** and containing 2.049 acres of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.

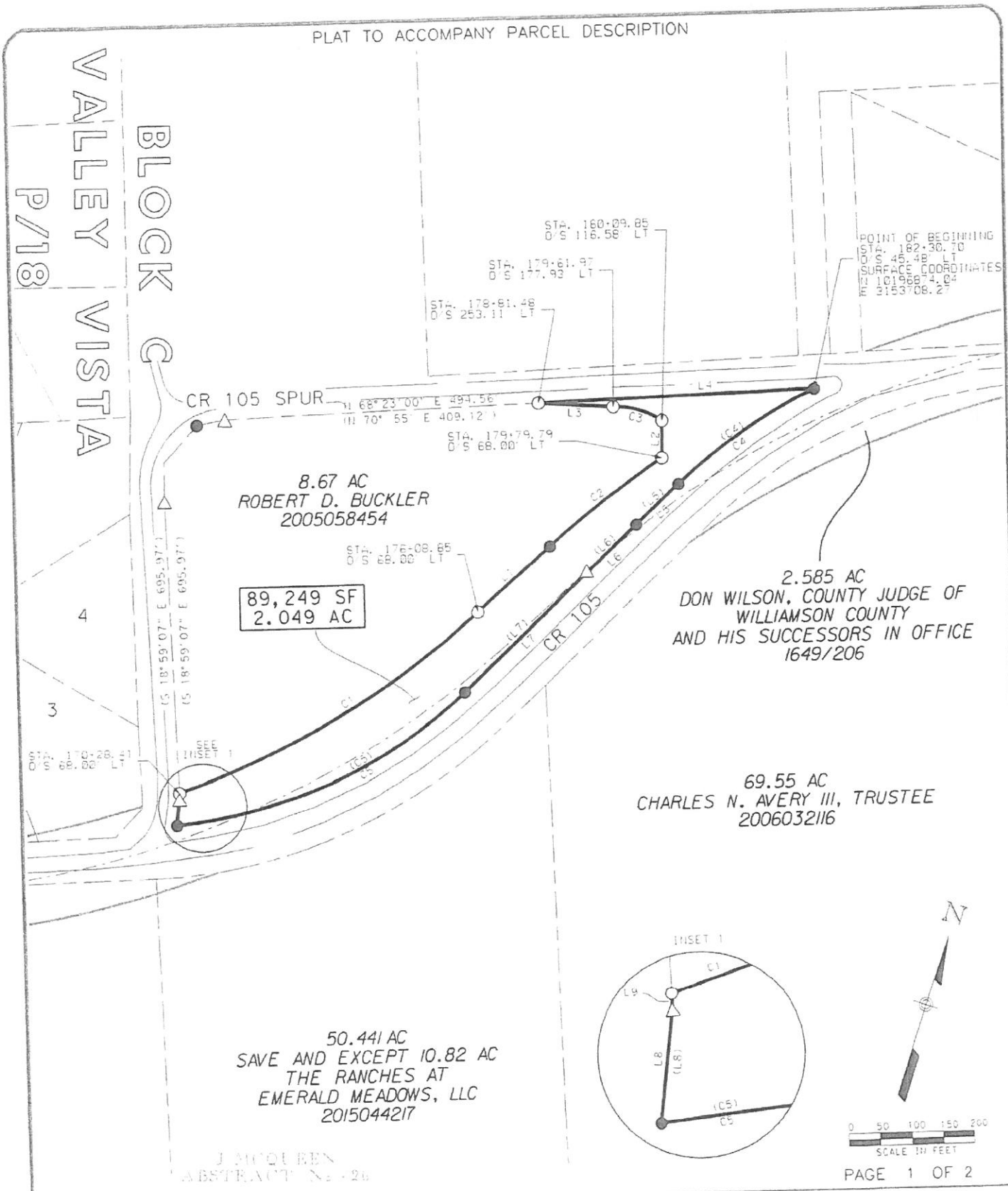
Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

Project No. 22009-30

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 30.docx

CONTRACT DOCUMENT

PLAT TO ACCOMPANY PARCEL DESCRIPTION



PAGE 1 OF 2

STEGER BIZZELL 1978 S. AUSTIN AVENUE, GEORGETOWN, TX 78626 512.930.9412 TEL/FAX, STEGERBIZZELL.COM >>ENGINEERS >>PLANNERS >>SURVEYORS	PARCEL PLAT SHOWING PROPERTY OF: ROBERT D. BUCKLER			WILLIAMSON COUNTY 1848
	SCALE: 1"=200'	PARCEL: 30	PROJECT: CR 111	COUNTY: WILLIAMSON

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- —/\— LINE BREAK

CODE	BEARING	DISTANCE
L1	N 28°52'30" E	153.65'
L2	N 18°57'15" W	58.12'
L3	S 74°11'15" W	118.83'
L4	N 68°23'00" E	435.09'
L5	S 27°12'45" W	90.13'
(L5)	S 29°39' W	90.05'
L6	S 27°00'30" W	109.99'
(L6)	S 29°27'30" W	109.99'
L7	S 27°06'00" W	268.85'
(L7)	S 29°33' W	268.86'
L8	N 12°56'30" W	44.73'
(L8)	N 10°13'30" W	44.56'
L9	N 21°35'30" W	6.20'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,432.00'	554.13'	N 39°57'45" E	550.68'	22°10'15"
C2	1,568.00'	227.14'	N 33°01'30" E	226.94'	8°18'00"
C3	130.00'	82.15'	S 86°48'30" W	80.79'	36°12'15"
C4	840.00'	262.86'	S 36°04'15" W	261.79'	17°55'45"
(C4)	840.00'	262.93'	S 38°24'30" W	261.85'	
C5	760.00'	510.06'	S 46°20'30" W	500.54'	38°27'15"
(C5)	760.00'	510.17'	S 48°48'30" W	500.64'	

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. JONAH WATER SUPPLY CORPORATION, VOL. 1841, PG. 929
2. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 29
3. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 649
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 408
4. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 620
5. TEXAS POWER & LIGHT COMPANY, VOL. 295, PG. 383
6. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 650

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

12-15-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STEGER BIZZELL
1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
512.930.9412 | STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
ROBERT D. BUCKLER

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	30	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT "B"

Parcel 30

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That JESSICA NICOL BUCKLER and JOSEPH LEONARD BUCKLER, 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 2.049 acre (89,247 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 30**)

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.

CONTRACT DOCUMENT

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 111/Westinghouse Road.

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

[signature page follows]

CONTRACT DOCUMENT

GRANTOR:

Jessica Nicol Buckler (Meier)

ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ Indiana §
§
COUNTY OF Johnson §

This instrument was acknowledged before me on this the 29 day of August, 2018 by Jessica Nicol Buckler, in the capacity and for the purposes and consideration recited therein.

Alexis Paige Thompson Public Johnson Co. Exp. April 11, 2026 Notary State of Indiana

Notary Public, State of ~~Texas~~ Indiana

CONTRACT DOCUMENT

GRANTOR:

Joseph Leonard Buckler

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 27th day of August, 2018 by Joseph Leonard Buckler, 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:

CONTRACT DOCUMENT

Commissioners Court - Regular Session **25.**

Meeting Date: 09/11/2018

County Clerk Records Archive FY 19

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 AM Hold public hearing on the plan for the funding of the preservation and restoration of the County Clerk's Records Archive for 2018-2019.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY 19 CC Records Archive

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/05/2018 01:36 PM
Form Started By: Ashlie Koenig		Started On: 09/04/2018 11:27 AM
Final Approval Date: 09/05/2018		

Archive Plan

For Preservation and Restoration
Of Archived Records

Prepared by

Terri Countess, Archive Division Manager

For

Nancy E. Rister, County Clerk

August 2018

Executive Summary

The vast majority of the permanent records in the County Clerk's office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by using the archive fees collected to cover the cost of scanning the paper based documents and preserving the handwritten ones by encapsulation. In addition to preserving the documents, the images can be added to our existing imaging system and improve customer service by offering a wider date range of documents on the Internet.

Introduction

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. A fee not to exceed $10 may be imposed for recording or filing public documents in county clerk offices in any county for the purpose of preserving, restoring, and managing these county records. The legislation is designed to target archived records. This does not include court records.

This bill authorizes the Commissioners Court to adopt a records archive fee as part of the county's annual budget. This additional revenue will be dedicated to help focus on preserving older records.

Williamson County Commissioners Court approved the $5 fee on August 26, 2003 under agenda item #23.

Historical Data FY2001 – FY2018

In FY 2001-2002 Deed books 1 through 3 and Survey book for 1902 were preserved and encapsulated. In FY 2002-2003 Deed books 4 and 5 were preserved and encapsulated. In FY 2003-2004 Police Court minutes 1850 – 1859; Elections Volume 1 – 1884-1892; Deed books 6 – 26 were preserved and encapsulated. In FY 2004-2005 Deed books 27 – 122 were preserved and encapsulated. In FY 2005-2006 Williamson County Bid 06WC406 was awarded. Deed books 123 – 168 were preserved and encapsulated. In FY 2006-2007 Marriage Indexes 1848 - 1997; Elections Volumes 2-9 were preserved and encapsulated.

The encapsulation effort was halted in 2006 pending the acceptance of the vendor that has done the majority of our books onto the State of Texas contract vendor's list. In early 2008, Brazoria County, TX awarded a contract to this same vendor for repair and restoration of historical books for Brazoria County. At that time, Williamson County Clerk's Office entered into an Interlocal agreement with Brazoria County for the Repair and Restoration of historical books.

Williamson County Commissioners Court approved an Interlocal Agreement with Brazoria County for the Repair and Restoration of historical books for the County Clerk on March 25, 2008 under agenda item #25.

Subsequent to the approval by the Commissioners Court, 52 Marriage books (1850-1997) and 51 Commissioner's Court books were sent to the selected vendor for preservation and encapsulation. Also completed in FY 2008-2009 were Birth Record Volumes 1-12, 1903-1957, Delayed Birth Records Volumes A-Z and Volumes A-1 through A-10, Still Birth Record and Register of Births 1868-1876, Death Records Volumes 1-12, 31 Naturalization Books, Index to Deeds and the Reverse Indexes for preservation and encapsulation. This was done in FY 2008-2009.

Since February 2005 with a staff of 7, all of the deed books have been scanned. All scanned books are made available on personal computers in the public research area and over the internet. Each book and page is accessible by book and page lookup. Scanning of 943 deed books has been completed. These images are now available online. Staff was reduced to 5 in 2007-2008 FY as people moved on to other jobs. After finishing this initial project, they scanned and indexed all marriage records including old marriage licenses that were not returned or picked up. This project was completed in FY2010-2011.

Restoration of the oldest probate records was started after the archive staff took photos of all documents sent for restoration. They then reviewed the returned books to proof the restoration work and verify what was sent, actually came back. Minor errors were caught and corrected. More books were encapsulated while they worked on photographing probate cases. There were no books restored in FY2009-2010 as staff got caught up with all the marriage books and taking photos of all probate coming up for restoration in FY2011-2012.

In the Fiscal Year 2011– 2012 restoration of all older probate records was completed. The original marriage licenses from the 1800's have been restored, scanned and indexed. They now are available online. Also 40 boxes of civil case files from the 1800's were photographed in preparation for being restored and encapsulated. This was a partial project as restoration couldn't be completed all in one year and was finished in October of 2012.

During FY2012-2013 criminal files from the 1800's consisting of 6,096 cases and 43,934 pages were photographed in preparation for restoration and encapsulation. These were sent out in October 2012 and were received before the end of the fiscal year.

The Archive Division indexed, scanned and entered the 60,000+ birth records in FY2013-2014. They started on the delayed birth records that are recorded from the beginning of the county records through 1940. During this same period technicians also reviewed 231,880 microfilmed OPR documents for image quality and completeness.

Archive personnel continued entering delayed birth records in FY2014-2015 with an anticipated completion by the end of December 2015. Reviewing microfilm is ongoing since we still have many years of reels left to review.

During FY 2015-2016 the Archive Division continued working on the Delayed Birth Records Project, File Date Correction Project, Death Record Project, Microfilm Project and Historical Book Restoration Project.

The Delayed Birth Record Project was completed in December 2015. The File Date Correction Project for Birth Records started at that point. This was for Birth Records entered between 11/8/2012 to 7/28/2014 with incorrect file dates.

A total of 23 books were photographed and sent to Kofile for restoration. It is averaging 7 to 12 weeks for Kofile to complete the restoration process.

The File Date Correction Project for Birth Records was completed in January 2016. Once that project was completed they began work on the death records of the county. This project also includes Fetal Deaths and Delayed Deaths.

On April 8, 2016, the Death Record Project was suspended to allow a data dump to be completed for the new Tyler Eagle Recording Project. The go live for the Tyler project was August of 2016. That data was verified and the Death Record Project resumed.

FY 2016-2017

In October 2016, there were 20 books prepared and sent to Kofile to go through the restoration and encapsulation process. These consisted of the Milam Survey 1850-1853, 1 plat Index, Field Notes Original 1874, Embalmer's Record Vol 1, 3 General Index to Civil Minutes, Civil Minutes – County Court Vol A, 2,3,4 & 5, Lunacy Record, Lunacy Document Vol 3, Lunacy Minutes Vol 1 Probate Minutes, Lunacy Minutes Vol 3 Mental Illness Order Commitment, Mental Illness Docket Vol 4, 5 & 6 and Mental Illness Vol 2. It took 12 weeks to complete and receive them back to start the verification process.

Staff completed reviewing the 2007 Microfilm from the Texas State Library in late October 2016 then began reviewing the 2013 microfilm from Stars Information Solutions with an estimated completion date of about January/February 2018. Due to the quality issues found from 2013 microfilm received from the Stars Information, the State Library was utilized for the 2015 data. A reel check was performed of the 2015 microfilm when it arrived from the State Library in mid-March of 2017 which took a several days then staff resumed reviewing the 2013 film.

The review of the microfilm received from our vendors is necessary to ensure image quality and confirm that no documents have been skipped before filing them in the cabinets that were purchased when we moved into the Justice Center.

Microfilm is still a preferred medium because of the length of its service life however; until advances in technology can provide a better-quality product we will continue to research other vendor options.

In August of 2017, a shipment of "Plats" were prepared to be sent to Kofile to go through the restoration and encapsulation process. This consisted of Cabinets A through K which consists of 4400 plats. Since we already have photos of the plats, this eliminates one step in our usual process.

A schedule for additional books to be sent to Kofile in the 2017-2018 budget year was completed. The books were photographed and will be shipped to Kofile beginning in October of 2017 with plats shipment midway through the 2017-2018 budget year.

To summarize 2016-2017, (43 weeks out of a total of 52 weeks), as of July 27, 2017, the Archive Department has completed indexing, scanning and proofing over 38,678 Death Certificates and performed quality control on over 28,807 additional Death Certificates previously residing in Tyler. Approximately 203,966, Microfilm documents on 208 reels have been reviewed, in addition to verifying reels when received from vendors. Over 8,900 photographs have been taken of books prepped for the restoration process in addition to verifying that the restored books were completed properly by comparing them to the photographs taken prior to restoration.

FY 2017-2018

For FY 2017-2018 the Archive Division completed work on the Death Records Projects and started on changing the birth certificate dates from 2 digits to 4 digits while conducting quality control on the indexing of those records. They also finished reviewing the 1995, 1997, 2013, 2014 & 2015 microfilm.

A total of 25 books and a bag of miscellaneous historical documents were photographed and sent to Kofile for restoration and encapsulation on February 6, 2018. This effort included photographing each page, editing the quality of the photo (by cropping and enhancing the image), mapping, packing, then shipping to the vendor. Once the books were received back from the vendor at the end of May, they were reviewed to proof the restoration work and verify what was sent, is what we received. It is averaging 7 to 12 weeks for Kofile to complete the restoration process.

Of the 41 out of 52 weeks, as of July 12, 2017, the Archive Department has reviewed approximately 298,653 Microfilm documents on 356 reels, in addition to verifying reels when received from vendors. Over 9,355 photographs have been taken of books prepped for the restoration process in addition to verifying that the restored books were completed properly by comparing them to the photographs taken prior to restoration. There were 4400 plats packed for restoration which included logging into an excel spreadsheet to include in each box going to Kofile. The plats were shipped on October 2, 2017. They were shipped back to us in 3 different shipments. December 21, 2017, we received Plat Cabinets A, D & E. January 31, 2018 we received Cabinets B, F & G and March 1, 2018, Cabinets C, H, I, J & K and D. Staff also conducted a verification process of marriage license originals for 1848 through 1997 to ensure that we have electronic copies of each. These original hard copies are currently stored in our vault.

Over 4,979 photos were taken of the 19 books that are scheduled for the October 2018 shipment to Kofile. An inventory of all books, remaining plats and other miscellaneous documents in Research is also being conducted at this time as well as an inventory of documents and books that are currently store in our storage room in the basement. During this inventory project it is being noted as to which items have been previously restored and by which vendor.

Each budget year a revised plan and report of the current progress is reported. We still have 2006 and 2016 reels left to review as well as sending the 2017 documents to the vendor to put on microfilm. Currently Kofile is in the process of digitizing 112 Commissioner Court Minutes books from 1884 to 1996 and Police Court Minutes books from 1850 to 1874 as well as 8 Commissioners Court Index books. A schedule for additional books to be sent to Kofile in the 2018-2019 budget year is in the process of being created. Additional projects to consider would be the cleanup of OPR documents and converting negative to positive images.

Archive Plan

Projected Revenue for 2018-2019

Document Type	**Forecast of # documents filed subject to fee based on 2017 filings**	**Anticipated maximum revenue at $5.00 per document**
Official Public Records	119,743	**$598,715**

Proposed Budget of Expenses for 2018-2019

Salaries for 5 people	**$194,931.69**
FICA	**15,103.22**
Retirement	**27,521.42**
Insurance	**44,730.00**
Workers Comp	**451.52**
Preservation of books	**298,417.00**
Total	**$581,154.85**

(Merit not included as no decision on merit has been made for Archive employees at this time.)

LOCAL GOVERNMENT CODE

§ Sec.118.025. COUNTY CLERK'S RECORDS ARCHIVE. (a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that result in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) Suspends or reduces the deterioration of public documents; or

(B) Provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

(5) "Restoration" means any process that permits the visual enhancement of a public document, including making the document more legible.

(b) The commissioner's court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county. Any interest accrued remains with the account.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioner's court in a public meeting during the budget process.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) Before collecting the fee under this section, the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioner's court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioner's court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262. The hearing may be held during the budget process. **After establishing the fee, the plan may be approved annually during the budget process.**

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONER'S COURT OF _____ COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF $_____ IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

(i) The fee is subject to approval by the commissioner's court in a public meeting during the budget process.

(j) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 330, Sec. 3, eff. June 17, 2011.

(k) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

Added by Acts 2001, 77th Leg., ch. 794, Sec. 4, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 974, Sec. 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, Sec. 3(32), eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 804 (S.B. 526), Sec. 1, eff. June 17, 2005.

Acts 2005, 79th Leg., Ch. 804 (S.B. 526), Sec. 7, eff. June 17, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. 2716), Sec. 2, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. 2716), Sec. 3, eff. June 17, 2011.

From SB 526 79th Legislature

SECTION 7. Subsection (g), Section 118.011, and Subdivision (4), Subsection (a), and Subsection (k), Section 118.025, Local Government Code, are repealed.

From HB 1513 83rd Legislature and AG Opinion GA1055

Allowed for an increase in the Records Management Fee to $10 maximum and the Records Archive Fee to a maximum of $10 to be implemented on September 1, 2013. The RMF went up to $10 but the Archive fee stayed at $5 as computer and software purchases also come out of RMF as well as salaries which deplete it.

Commissioners Court - Regular Session **26.**

Meeting Date: 09/11/2018

County Clerk Records Archive FY 19

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the County Clerk's Records Archive Fund for 2018-2019.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY 19 CC Archive

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/05/2018 01:36 PM
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Of Archived Records

Prepared by

Terri Countess, Archive Division Manager

For

Nancy E. Rister, County Clerk

August 2018

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In October 2016, there were 20 books prepared and sent to Kofile to go through the restoration and encapsulation process. These consisted of the Milam Survey 1850-1853, 1 plat Index, Field Notes Original 1874, Embalmer's Record Vol 1, 3 General Index to Civil Minutes, Civil Minutes – County Court Vol A, 2,3,4 & 5, Lunacy Record, Lunacy Document Vol 3, Lunacy Minutes Vol 1 Probate Minutes, Lunacy Minutes Vol 3 Mental Illness Order Commitment, Mental Illness Docket Vol 4, 5 & 6 and Mental Illness Vol 2. It took 12 weeks to complete and receive them back to start the verification process.

Staff completed reviewing the 2007 Microfilm from the Texas State Library in late October 2016 then began reviewing the 2013 microfilm from Stars Information Solutions with an estimated completion date of about January/February 2018. Due to the quality issues found from 2013 microfilm received from the Stars Information, the State Library was utilized for the 2015 data. A reel check was performed of the 2015 microfilm when it arrived from the State Library in mid-March of 2017 which took a several days then staff resumed reviewing the 2013 film.

The review of the microfilm received from our vendors is necessary to ensure image quality and confirm that no documents have been skipped before filing them in the cabinets that were purchased when we moved into the Justice Center.

Microfilm is still a preferred medium because of the length of its service life however; until advances in technology can provide a better-quality product we will continue to research other vendor options.

In August of 2017, a shipment of "Plats" were prepared to be sent to Kofile to go through the restoration and encapsulation process. This consisted of Cabinets A through K which consists of 4400 plats. Since we already have photos of the plats, this eliminates one step in our usual process.

A schedule for additional books to be sent to Kofile in the 2017-2018 budget year was completed. The books were photographed and will be shipped to Kofile beginning in October of 2017 with plats shipment midway through the 2017-2018 budget year.

To summarize 2016-2017, (43 weeks out of a total of 52 weeks), as of July 27, 2017, the Archive Department has completed indexing, scanning and proofing over 38,678 Death Certificates and performed quality control on over 28,807 additional Death Certificates previously residing in Tyler. Approximately 203,966, Microfilm documents on 208 reels have been reviewed, in addition to verifying reels when received from vendors. Over 8,900 photographs have been taken of books prepped for the restoration process in addition to verifying that the restored books were completed properly by comparing them to the photographs taken prior to restoration.

FY 2017-2018

For FY 2017-2018 the Archive Division completed work on the Death Records Projects and started on changing the birth certificate dates from 2 digits to 4 digits while conducting quality control on the indexing of those records. They also finished reviewing the 1995, 1997, 2013, 2014 & 2015 microfilm.

A total of 25 books and a bag of miscellaneous historical documents were photographed and sent to Kofile for restoration and encapsulation on February 6, 2018. This effort included photographing each page, editing the quality of the photo (by cropping and enhancing the image), mapping, packing, then shipping to the vendor. Once the books were received back from the vendor at the end of May, they were reviewed to proof the restoration work and verify what was sent, is what we received. It is averaging 7 to 12 weeks for Kofile to complete the restoration process.

Of the 41 out of 52 weeks, as of July 12, 2017, the Archive Department has reviewed approximately 298,653 Microfilm documents on 356 reels, in addition to verifying reels when received from vendors. Over 9,355 photographs have been taken of books prepped for the restoration process in addition to verifying that the restored books were completed properly by comparing them to the photographs taken prior to restoration. There were 4400 plats packed for restoration which included logging into an excel spreadsheet to include in each box going to Kofile. The plats were shipped on October 2, 2017. They were shipped back to us in 3 different shipments. December 21, 2017, we received Plat Cabinets A, D & E. January 31, 2018 we received Cabinets B, F & G and March 1, 2018, Cabinets C, H, I, J & K and D. Staff also conducted a verification process of marriage license originals for 1848 through 1997 to ensure that we have electronic copies of each. These original hard copies are currently stored in our vault.

Over 4,979 photos were taken of the 19 books that are scheduled for the October 2018 shipment to Kofile. An inventory of all books, remaining plats and other miscellaneous documents in Research is also being conducted at this time as well as an inventory of documents and books that are currently store in our storage room in the basement. During this inventory project it is being noted as to which items have been previously restored and by which vendor.

Each budget year a revised plan and report of the current progress is reported. We still have 2006 and 2016 reels left to review as well as sending the 2017 documents to the vendor to put on microfilm. Currently Kofile is in the process of digitizing 112 Commissioner Court Minutes books from 1884 to 1996 and Police Court Minutes books from 1850 to 1874 as well as 8 Commissioners Court Index books. A schedule for additional books to be sent to Kofile in the 2018-2019 budget year is in the process of being created. Additional projects to consider would be the cleanup of OPR documents and converting negative to positive images.

Archive Plan

Projected Revenue for 2018-2019

Document Type	**Forecast of # documents filed subject to fee based on 2017 filings**	**Anticipated maximum revenue at $5.00 per document**
Official Public Records	119,743	**$598,715**

Proposed Budget of Expenses for 2018-2019

Salaries for 5 people	**$194,931.69**
FICA	**15,103.22**
Retirement	**27,521.42**
Insurance	**44,730.00**
Workers Comp	**451.52**
Preservation of books	**298,417.00**
Total	**$581,154.85**

(Merit not included as no decision on merit has been made for Archive employees at this time.)

LOCAL GOVERNMENT CODE

§ Sec.118.025. COUNTY CLERK'S RECORDS ARCHIVE. (a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that result in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) Suspends or reduces the deterioration of public documents; or

(B) Provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

(5) "Restoration" means any process that permits the visual enhancement of a public document, including making the document more legible.

(b) The commissioner's court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county. Any interest accrued remains with the account.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioner's court in a public meeting during the budget process.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) Before collecting the fee under this section, the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioner's court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioner's court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262. The hearing may be held during the budget process. **After establishing the fee, the plan may be approved annually during the budget process.**

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONER'S COURT OF _____ COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF $_____ IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

(i) The fee is subject to approval by the commissioner's court in a public meeting during the budget process.

(j) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 330, Sec. 3, eff. June 17, 2011.

(k) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

Added by Acts 2001, 77th Leg., ch. 794, Sec. 4, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 974, Sec. 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, Sec. 3(32), eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 804 (S.B. 526), Sec. 1, eff. June 17, 2005.

Acts 2005, 79th Leg., Ch. 804 (S.B. 526), Sec. 7, eff. June 17, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. 2716), Sec. 2, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. 2716), Sec. 3, eff. June 17, 2011.

From SB 526 79th Legislature

SECTION 7. Subsection (g), Section 118.011, and Subdivision (4), Subsection (a), and Subsection (k), Section 118.025, Local Government Code, are repealed.

From HB 1513 83rd Legislature and AG Opinion GA1055

Allowed for an increase in the Records Management Fee to $10 maximum and the Records Archive Fee to a maximum of $10 to be implemented on September 1, 2013. The RMF went up to $10 but the Archive fee stayed at $5 as computer and software purchases also come out of RMF as well as salaries which deplete it.

Commissioners Court - Regular Session **27.**

Meeting Date: 09/11/2018

District Clerk Records Archive FY 19

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:15 AM Hold public hearing on the plan for the funding of the preservation and restoration of the District Clerk's Records Archive Fund for 2018-2019.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY 19 DC Archive

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/04/2018 11:41 AM
Form Started By: Ashlie Koenig		Started On: 09/04/2018 11:30 AM
Final Approval Date: 09/04/2018		

ARCHIVE PLAN

For Preservation and Restoration

Of Archived Records

FY 18/19

WILLIAMSON COUNTY

DISTRICT CLERK

LISA DAVID

Williamson County

District Clerk Archive Plan

FY 18/19

Summary

The vast majority of the permanent records in the District Clerk's office are paper. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by using the archive fees collected to cover the cost of the historical documents located in the District Clerk's office. These documents can be preserved and indexed into the current case management system for the public to research without the physical documents being touched thus improving customer service.

The District Clerks are currently authorized to collect a records management and preservation fee of $10.00. This fee is a dedicated fund for the use of preserving and managing County and District Clerk records.

The 81st Texas legislature passed Senate bill 1685 which provides that the District Clerk may begin collecting a fee of $5 for filing specific suits in the County and District Court. This fund became effective October 1, 2010. All monies collected will be placed in a line item in the budget labeled District Court Fund to be used for the purpose of restoration and preservation of records filed in the District Clerk's Office.

The 83rd Texas Legislature passed HB 1513 which allows Commissioners Court to temporarily authorize the fee not to exceed $10 per certain types of filings effective date of bill September 1, 2013 with an effective date of the fee January 1, 2014. The fee will revert back to $5 effective September 1, 2019.

The fee is assessed upon the filing of suit, cross action, counterclaim, intervention, contempt action, motion for new trial and third-party petition in the District Court.

The collection of the fee would expire upon completion of the projects necessary to preserve and digitize the district court records.

The process to move the paper out of the office will be a continuous task to ensure records are archived and indexed for retrieval.

The Records Management fee is for ongoing filings and management of the current records and preservation of those records.
The Archive fee is set out for the historical records and preservation to prevent deterioration.

As of August 14, 2018

Fund Balance for 386-Records Management and Preservation fund is $218,182.15
Fund Balance for 387-Technology Fund for District Clerk is $343,251.54
Fund Balance for 388- Court Records Preservation Fund is $541,041.57

These funds continue to grow due to the costs of preservation projects.

Historical Data

In December 2017 the District Clerk/Williamson County awarded a contract to KoFile Technologies for preservation and archiving of over 178,468 documents dating back to 1848. The documents preserved were some of the first cases that were filed in Williamson County, Texas. The documents were tattered and worn from years of storage and human touch.

KoFile has since returned these documents and minute books after a lengthy process performed by KoFile they removed all fasteners, surfaced and cleaned the documents of deposits, flattened & humidify the sheets as needed and rehoused in acid-free folders and corrugated archival boxes. The records were returned July 2018. KoFile is now currently indexing and uploading the historical records with the current case management system used by the Williamson County District Clerk. This will enhance customer service for historical records without the fear of more harm to these documents. The cost for the preservation of these records and shelving for the records totaled $169, 361.08. These monies were taken from the Record technology Fund.

Objective:

A part time salary is also being used for an employee to prepare and index records as they are being stored as well as digitizing some old records on site in the District Clerk's office.
Salary: $23,964.00- 1 part time employee.

The District Clerk seeks to continue restoration and preservation process of minute books and documents. These records have a very high historical value and professional work is needed to restore and preserve the integrity of the files. The plan for FY 18/19 is to preserve minute books and indexes dating back again from the early 1900's. The duplicates of these records will be stored off-site with Ko-file.

Currently Iron Mountain is storing microfilm off site and those records will be transported to Ko-File at a much lower storage fee;
Iron Mountain: $3600 annual storage fee
Kofile: $475 annual storage fee for a savings of $3100

For 2019 project costs of preservation of (11) Motion and Minute books dates of 1848 to 1900 for cost estimate of $287,432.00.
Preservation of Vol 1 &2 Criminal Minute Book and Volume 1,2 & 3 of Divorce Minutes for cost of Estimate $187,650.00

Maintain (1) PT Employee $23,964.00

Prepare Archive Plan
Commissioners Court Approval
Annual Public Hearing
Post Notice of Fee

_____ _____

Lisa David, District Clerk, Williamson County, Texas Date

_____ _____

Dan Gattis, County Judge, Williamson County, Texas Date

NOTICE OF ADDITIONAL FEE

THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS
PURSUANT TO SB1865, HB1513 AND GOVERNMENT

CODE, SECTION 51.305 HAS DETERMINED THAT A

RECORDS ARCHIVE FEE OF $10.00 IS NEEDED TO

PRESERVE AND RESTORE DISTRICT COURT RECORDS.

EFFECTIVE DATE OCTOBER 1, 2018

LISA DAVID
WILLIAMSON COUNTY DISTRICT CLERK

S.B. No. 1685

AN ACT

relating to the creation of a district court records technology fund.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter D, Chapter 51, Government Code, is amended by adding Section 51.305 to read as follows:

Sec. 51.305. DISTRICT COURT RECORDS TECHNOLOGY FUND. (a) In this section:

(1) "Court document" means any instrument, document, paper, or other record that the district clerk is authorized to accept for filing or maintenance.

(2) "Deterioration" means any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a court document.

(3) "Preservation" means any process that:

(A) suspends or reduces the deterioration of a court document; or

(B) provides public access to a court document in a manner that reduces the risk of deterioration.

(4) "Restoration" means any process that permits the visual enhancement of a court document, including making the document more legible.

(b) The commissioners court of a county may adopt a district court records archive fee of not more than $5 for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

(c) The county treasurer, or the official who discharges the duties commonly delegated to the county treasurer, in a county that adopts a fee under Subsection (b) shall establish a **district court records technology fund** in the general fund of the county for deposit of fees paid under Section 51.317(f).

(d) Subject to Subsection (f), money generated from the fee imposed under this section may be expended only for the preservation and restoration of the district court records archive.

(e) The district clerk shall designate the court documents that are part of the records archive for purposes of this section. The designation of court documents by the district clerk under this subsection is subject to approval by the commissioners court in a public meeting.

(f) The district clerk in a county that adopts a fee under this section shall prepare an annual written plan for the preservation and restoration of the district court records archive. The plan may include a proposal for entering into a contract with another person for preservation and restoration services. The commissioners court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioners court. Money in the district court records technology fund may be expended only as provided by the plan. All expenditures from the records technology fund must comply with Subchapter C, Chapter 262, Local Government Code.

(g) If a county imposes a fee under this section, a notice shall be posted in a conspicuous place in the district clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONERS COURT OF _____ (Insert name of county) COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF $_____ (Insert amount adopted by commissioners court) IS NEEDED TO PRESERVE AND RESTORE DISTRICT COURT RECORDS."

(h) Money remaining from the collection of fees imposed under this section after completion of a district court records archive preservation and restoration project may be expended for records management and preservation purposes in the manner provided by Section 51.317(d). The commissioners court of a county may not impose a fee under this section after the district court records archive preservation and restoration project is complete.

SECTION 2. Section 51.317, Government Code, is amended by amending Subsection (b) and adding Subsections (b-2) and (f) to read as follows:

(b) The fees are:

(1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, $50;

(2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, $15;

(3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, $8;

(4) for records management and preservation, $10; and

(5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed $5, for court records archiving.

(b-2) The fee imposed under Subsection (b)(5) does not apply to a filing by a state agency.

(f) The district clerk, after collecting a fee under Subsection (b)(5), shall pay the fee to the county treasurer, or to an official who discharges the duties commonly delegated to the county treasurer, for deposit to the district court records technology fund established under Section 51.305.

SECTION 3. Subchapter D, Chapter 101, Government Code, is amended by adding Section 101.06116 to read as follows:

Sec. 101.06116. ADDITIONAL DISTRICT COURT FEES: GOVERNMENT CODE. The clerk of a district court shall collect a district court records archive fee of not more than $5 under Section 51.317(b)(5), if adopted by the county commissioners court.

SECTION 4. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2009**

****Passed each house by more than a two-thirds majority and signed by the governor June 19, 2009 (effective date).**

AN ACT

relating to temporary increases in the records archive fees and the records management and preservation fees charged by district and county clerks.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. FEES EFFECTIVE SEPTEMBER 1, 2013

SECTION 1.01. Section 51.305(b), Government Code, is amended to read as follows:

(b) The commissioners court of a county may adopt a district court records archive fee of not more than $10 [~~$5~~] for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

SECTION 1.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

(1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, $50;

(2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, $15;

(3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, $8;

(4) for records management and preservation, $10; and

(5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed $10 [~~$5~~], for court records archiving.

SECTION 1.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

(1) appellate judicial system filing fees for:

(A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than $5;

(B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than $5;

(C) Third Court of Appeals District (Sec. 22.2041, Government Code) . . . $5;

(D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than $5;

(E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than $5;

(E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . $5;

(E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . $5;

(F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . $5;

(G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . $5;

(G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . $5; and

(H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than $5;

(2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;

(3) additional filing fees:

(A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed $5;

(B) to fund the improvement of Dallas County civil court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than $15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than $15;

(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than $15; and

(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than $10;

(4) for filing a suit, including an appeal from an inferior court:

(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . $50;

(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . $75;

(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . $100;

(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . $125;

(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $150; or

(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $200;

(5) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . $15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . $8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . $10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than $10 [~~$5~~];

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . $8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . $8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . $5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office (Sec. 51.318, Government Code) . . . $5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . $8;

(13) for approving a bond (Sec. 51.318, Government Code) . . . $4;

(14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(16) fee for performing a service:

(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . $30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed $15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 1.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

(1) Returned Check (Sec. 118.0215) ..... not less than $15 or more than $30

(2) Records Management and Preservation Fee (Sec. 118.0216) not more than $10 [~~$5~~]

(3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217) ..... not more than $2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee (Sec. 118.025) ..... not more than $10 [~~$5~~]

SECTION 1.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2013. A fee that becomes payable before September 1, 2013, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 1.06. This article takes effect September 1, 2013.

ARTICLE 2. FEES EFFECTIVE SEPTEMBER 1, 2019

SECTION 2.01. Section 51.305(b), Government Code, is amended to read as follows:

(b) The commissioners court of a county may adopt a district court records archive fee of not more than $5 for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

SECTION 2.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

(1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, $50;

(2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, $15;

(3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, $8;

(4) for records management and preservation, $10; and

(5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed $5, for court records archiving.

SECTION 2.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

(1) appellate judicial system filing fees for:

(A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than $5;

(B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than $5;

(C) Third Court of Appeals District (Sec. 22.2041, Government Code) . . . $5;

(D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than $5;

(E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than $5;

(E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . $5;

(E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . $5;

(F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . $5;

(G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . $5;

(G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . $5; and

(H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than $5;

(2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;

(3) additional filing fees:

(A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed $5;

(B) to fund the improvement of Dallas County civil court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than $15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than $15;

(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than $15; and

(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than $10;

(4) for filing a suit, including an appeal from an inferior court:

(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . $50;

(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . $75;

(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . $100;

(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . $125;

(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $150; or

(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $200;

(5) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . $15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . $8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . $10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than $5;

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . $8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . $8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . $5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office (Sec. 51.318, Government Code) . . . $5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . $8;

(13) for approving a bond (Sec. 51.318, Government Code) . . . $4;

(14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(16) fee for performing a service:

(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . $30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed $15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 2.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

(1) Returned Check (Sec. 118.0215) ..... not less than $15 or more than $30

(2) Records Management and Preservation Fee (Sec. 118.0216) ..... not more than $5

(3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217) ..... not more than $2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee (Sec. 118.025) ..... not more than $5

SECTION 2.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2019. A fee that becomes payable before September 1, 2019, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 2.06. This article takes effect September 1, 2019.

ARTICLE 3. CONFLICT WITH OTHER LEGISLATION

SECTION 3.01. To the extent of any conflict, this Act prevails over another Act of the 83rd Legislature, Regular Session, 2013, relating to nonsubstantive additions to and corrections in enacted codes.

_____
President of the Senate

_____
Speaker of the House

I certify that H.B. No. 1513 was passed by the House on April 12, 2013, by the following vote: Yeas 131, Nays 3, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 1513 on May 23, 2013, by the following vote: Yeas 143, Nays 1, 2 present, not voting.

_____
Chief Clerk of the House

I certify that H.B. No. 1513 was passed by the Senate, with amendments, on May 21, 2013, by the following vote: Yeas 27, Nays 3.

_____
Secretary of the Senate

APPROVED: _____
Date

_____
Governor

Commissioners Court - Regular Session **28.**

Meeting Date: 09/11/2018

District Clerk Records Archive FY 19

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the District Clerk's Records Archive for 2018-2019.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY 19 DC Records Archive

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/04/2018 11:41 AM
Form Started By: Ashlie Koenig		Started On: 09/04/2018 11:33 AM
Final Approval Date: 09/04/2018		

ARCHIVE PLAN

For Preservation and Restoration

Of Archived Records

FY 18/19

WILLIAMSON COUNTY

DISTRICT CLERK

LISA DAVID

Williamson County

District Clerk Archive Plan

FY 18/19

Summary

The vast majority of the permanent records in the District Clerk's office are paper. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by using the archive fees collected to cover the cost of the historical documents located in the District Clerk's office. These documents can be preserved and indexed into the current case management system for the public to research without the physical documents being touched thus improving customer service.

The District Clerks are currently authorized to collect a records management and preservation fee of $10.00. This fee is a dedicated fund for the use of preserving and managing County and District Clerk records.

The 81st Texas legislature passed Senate bill 1685 which provides that the District Clerk may begin collecting a fee of $5 for filing specific suits in the County and District Court. This fund became effective October 1, 2010. All monies collected will be placed in a line item in the budget labeled District Court Fund to be used for the purpose of restoration and preservation of records filed in the District Clerk's Office.

The 83rd Texas Legislature passed HB 1513 which allows Commissioners Court to temporarily authorize the fee not to exceed $10 per certain types of filings effective date of bill September 1, 2013 with an effective date of the fee January 1, 2014. The fee will revert back to $5 effective September 1, 2019.

The fee is assessed upon the filing of suit, cross action, counterclaim, intervention, contempt action, motion for new trial and third-party petition in the District Court.

The collection of the fee would expire upon completion of the projects necessary to preserve and digitize the district court records.

The process to move the paper out of the office will be a continuous task to ensure records are archived and indexed for retrieval.

The Records Management fee is for ongoing filings and management of the current records and preservation of those records.
The Archive fee is set out for the historical records and preservation to prevent deterioration.

As of August 14, 2018

Fund Balance for 386-Records Management and Preservation fund is $218,182.15
Fund Balance for 387-Technology Fund for District Clerk is $343,251.54
Fund Balance for 388- Court Records Preservation Fund is $541,041.57

These funds continue to grow due to the costs of preservation projects.

Historical Data

In December 2017 the District Clerk/Williamson County awarded a contract to KoFile Technologies for preservation and archiving of over 178,468 documents dating back to 1848. The documents preserved were some of the first cases that were filed in Williamson County, Texas. The documents were tattered and worn from years of storage and human touch.

KoFile has since returned these documents and minute books after a lengthy process performed by KoFile they removed all fasteners, surfaced and cleaned the documents of deposits, flattened & humidify the sheets as needed and rehoused in acid-free folders and corrugated archival boxes. The records were returned July 2018. KoFile is now currently indexing and uploading the historical records with the current case management system used by the Williamson County District Clerk. This will enhance customer service for historical records without the fear of more harm to these documents. The cost for the preservation of these records and shelving for the records totaled $169, 361.08. These monies were taken from the Record technology Fund.

Objective:

A part time salary is also being used for an employee to prepare and index records as they are being stored as well as digitizing some old records on site in the District Clerk's office.
Salary: $23,964.00- 1 part time employee.

The District Clerk seeks to continue restoration and preservation process of minute books and documents. These records have a very high historical value and professional work is needed to restore and preserve the integrity of the files. The plan for FY 18/19 is to preserve minute books and indexes dating back again from the early 1900's. The duplicates of these records will be stored off-site with Ko-file.

Currently Iron Mountain is storing microfilm off site and those records will be transported to Ko-File at a much lower storage fee;
Iron Mountain: $3600 annual storage fee
Kofile: $475 annual storage fee for a savings of $3100

For 2019 project costs of preservation of (11) Motion and Minute books dates of 1848 to 1900 for cost estimate of $287,432.00.
Preservation of Vol 1 &2 Criminal Minute Book and Volume 1,2 & 3 of Divorce Minutes for cost of Estimate $187,650.00

Maintain (1) PT Employee $23,964.00

Prepare Archive Plan
Commissioners Court Approval
Annual Public Hearing
Post Notice of Fee

_____ _____

Lisa David, District Clerk, Williamson County, Texas Date

_____ _____

Dan Gattis, County Judge, Williamson County, Texas Date

NOTICE OF ADDITIONAL FEE

THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS
PURSUANT TO SB1865, HB1513 AND GOVERNMENT

CODE, SECTION 51.305 HAS DETERMINED THAT A

RECORDS ARCHIVE FEE OF $10.00 IS NEEDED TO

PRESERVE AND RESTORE DISTRICT COURT RECORDS.

EFFECTIVE DATE OCTOBER 1, 2018

LISA DAVID
WILLIAMSON COUNTY DISTRICT CLERK

S.B. No. 1685

AN ACT

relating to the creation of a district court records technology fund.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter D, Chapter 51, Government Code, is amended by adding Section 51.305 to read as follows:

Sec. 51.305. DISTRICT COURT RECORDS TECHNOLOGY FUND. (a) In this section:

(1) "Court document" means any instrument, document, paper, or other record that the district clerk is authorized to accept for filing or maintenance.

(2) "Deterioration" means any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a court document.

(3) "Preservation" means any process that:

(A) suspends or reduces the deterioration of a court document; or

(B) provides public access to a court document in a manner that reduces the risk of deterioration.

(4) "Restoration" means any process that permits the visual enhancement of a court document, including making the document more legible.

(b) The commissioners court of a county may adopt a district court records archive fee of not more than $5 for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

(c) The county treasurer, or the official who discharges the duties commonly delegated to the county treasurer, in a county that adopts a fee under Subsection (b) shall establish a **district court records technology fund** in the general fund of the county for deposit of fees paid under Section 51.317(f).

(d) Subject to Subsection (f), money generated from the fee imposed under this section may be expended only for the preservation and restoration of the district court records archive.

(e) The district clerk shall designate the court documents that are part of the records archive for purposes of this section. The designation of court documents by the district clerk under this subsection is subject to approval by the commissioners court in a public meeting.

(f) The district clerk in a county that adopts a fee under this section shall prepare an annual written plan for the preservation and restoration of the district court records archive. The plan may include a proposal for entering into a contract with another person for preservation and restoration services. The commissioners court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioners court. Money in the district court records technology fund may be expended only as provided by the plan. All expenditures from the records technology fund must comply with Subchapter C, Chapter 262, Local Government Code.

(g) If a county imposes a fee under this section, a notice shall be posted in a conspicuous place in the district clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONERS COURT OF _____ (Insert name of county) COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF $_____ (Insert amount adopted by commissioners court) IS NEEDED TO PRESERVE AND RESTORE DISTRICT COURT RECORDS."

(h) Money remaining from the collection of fees imposed under this section after completion of a district court records archive preservation and restoration project may be expended for records management and preservation purposes in the manner provided by Section 51.317(d). The commissioners court of a county may not impose a fee under this section after the district court records archive preservation and restoration project is complete.

SECTION 2. Section 51.317, Government Code, is amended by amending Subsection (b) and adding Subsections (b-2) and (f) to read as follows:

(b) The fees are:

(1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, $50;

(2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, $15;

(3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, $8;

(4) for records management and preservation, $10; and

(5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed $5, for court records archiving.

(b-2) The fee imposed under Subsection (b)(5) does not apply to a filing by a state agency.

(f) The district clerk, after collecting a fee under Subsection (b)(5), shall pay the fee to the county treasurer, or to an official who discharges the duties commonly delegated to the county treasurer, for deposit to the district court records technology fund established under Section 51.305.

SECTION 3. Subchapter D, Chapter 101, Government Code, is amended by adding Section 101.06116 to read as follows:

Sec. 101.06116. ADDITIONAL DISTRICT COURT FEES: GOVERNMENT CODE. The clerk of a district court shall collect a district court records archive fee of not more than $5 under Section 51.317(b)(5), if adopted by the county commissioners court.

SECTION 4. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2009**

****Passed each house by more than a two-thirds majority and signed by the governor June 19, 2009 (effective date).**

AN ACT

relating to temporary increases in the records archive fees and the records management and preservation fees charged by district and county clerks.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. FEES EFFECTIVE SEPTEMBER 1, 2013

SECTION 1.01. Section 51.305(b), Government Code, is amended to read as follows:

(b) The commissioners court of a county may adopt a district court records archive fee of not more than $10 [~~$5~~] for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

SECTION 1.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

(1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, $50;

(2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, $15;

(3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, $8;

(4) for records management and preservation, $10; and

(5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed $10 [~~$5~~], for court records archiving.

SECTION 1.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

(1) appellate judicial system filing fees for:

(A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than $5;

(B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than $5;

(C) Third Court of Appeals District (Sec. 22.2041, Government Code) . . . $5;

(D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than $5;

(E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than $5;

(E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . $5;

(E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . $5;

(F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . $5;

(G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . $5;

(G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . $5; and

(H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than $5;

(2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;

(3) additional filing fees:

(A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed $5;

(B) to fund the improvement of Dallas County civil court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than $15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than $15;

(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than $15; and

(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than $10;

(4) for filing a suit, including an appeal from an inferior court:

(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . $50;

(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . $75;

(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . $100;

(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . $125;

(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $150; or

(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $200;

(5) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . $15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . $8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . $10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than $10 [~~$5~~];

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . $8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . $8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . $5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office (Sec. 51.318, Government Code) . . . $5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . $8;

(13) for approving a bond (Sec. 51.318, Government Code) . . . $4;

(14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(16) fee for performing a service:

(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . $30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed $15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 1.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

(1) Returned Check (Sec. 118.0215) ..... not less than $15 or more than $30

(2) Records Management and Preservation Fee (Sec. 118.0216) not more than $10 [~~$5~~]

(3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217) ..... not more than $2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee (Sec. 118.025) ..... not more than $10 [~~$5~~]

SECTION 1.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2013. A fee that becomes payable before September 1, 2013, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 1.06. This article takes effect September 1, 2013.

ARTICLE 2. FEES EFFECTIVE SEPTEMBER 1, 2019

SECTION 2.01. Section 51.305(b), Government Code, is amended to read as follows:

(b) The commissioners court of a county may adopt a district court records archive fee of not more than $5 for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

SECTION 2.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

(1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, $50;

(2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, $15;

(3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, $8;

(4) for records management and preservation, $10; and

(5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed $5, for court records archiving.

SECTION 2.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

(1) appellate judicial system filing fees for:

(A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than $5;

(B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than $5;

(C) Third Court of Appeals District (Sec. 22.2041, Government Code) . . . $5;

(D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than $5;

(E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than $5;

(E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . $5;

(E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . $5;

(F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . $5;

(G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . $5;

(G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . $5; and

(H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than $5;

(2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;

(3) additional filing fees:

(A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed $5;

(B) to fund the improvement of Dallas County civil court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than $15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than $15;

(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than $15; and

(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than $10;

(4) for filing a suit, including an appeal from an inferior court:

(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . $50;

(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . $75;

(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . $100;

(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . $125;

(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $150; or

(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $200;

(5) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . $15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . $8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . $10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than $5;

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . $8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . $8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . $5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office (Sec. 51.318, Government Code) . . . $5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . $8;

(13) for approving a bond (Sec. 51.318, Government Code) . . . $4;

(14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(16) fee for performing a service:

(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . $30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed $15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 2.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

(1) Returned Check (Sec. 118.0215) ..... not less than $15 or more than $30

(2) Records Management and Preservation Fee (Sec. 118.0216) ..... not more than $5

(3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217) ..... not more than $2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee (Sec. 118.025) ..... not more than $5

SECTION 2.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2019. A fee that becomes payable before September 1, 2019, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 2.06. This article takes effect September 1, 2019.

ARTICLE 3. CONFLICT WITH OTHER LEGISLATION

SECTION 3.01. To the extent of any conflict, this Act prevails over another Act of the 83rd Legislature, Regular Session, 2013, relating to nonsubstantive additions to and corrections in enacted codes.

_____
President of the Senate

_____
Speaker of the House

I certify that H.B. No. 1513 was passed by the House on April 12, 2013, by the following vote: Yeas 131, Nays 3, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 1513 on May 23, 2013, by the following vote: Yeas 143, Nays 1, 2 present, not voting.

_____
Chief Clerk of the House

I certify that H.B. No. 1513 was passed by the Senate, with amendments, on May 21, 2013, by the following vote: Yeas 27, Nays 3.

_____
Secretary of the Senate

APPROVED: _____
Date

_____
Governor

Commissioners Court - Regular Session **29.**

Meeting Date: 09/11/2018

FY 19 Capital

Submitted By: Sarah Crain, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss FY 19 allocation of funding for the Capital Improvement Program.

Background

In the FY 19 general fund budget, $12M was funded for the capital improvement plan from a combination of cash ending and available levy. Remaining balances from FY 13, FY 14, FY 17, FY 18 CIP projects total $3,490,337.08 giving a total available funding of $15,490,337.08.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY19 Capital Requests

Unallocated

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:48 AM
Form Started By: Sarah Crain		Started On: 09/05/2018 12:25 PM
Final Approval Date: 09/06/2018		

CAPITAL IMPROVEMENT PLAN 2019

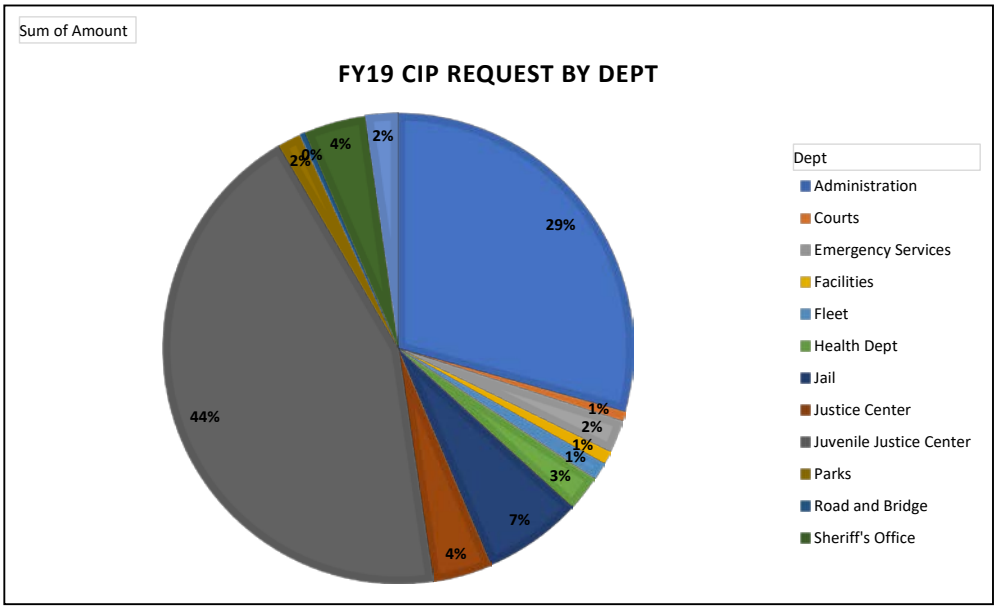
Item #	Reference #	Allocation Year Req.	Description PROJECT	Total Cost	FY 2019	
			DEPARTMENT OF EMERGENCY SERVICES			
0110	1066-15-0110	2015	M11 Ambulance Station; Additional bay to house peak demand ambulance	$ 100,000		
0120	1015-15-0120	2015	M42 Taylor Ambulance Station (Move to possible different location out of flood plain)	$ 750,000		
0187	0583-18-0187	2018	Hutto Ambulance Station / New Station	$ 300,000		
0140	0583-15-0140	2015	Prime Site #2 / Create redundant backup to Prime #1	$ 3,000,000		
0190	0583-18-0190	2018	ESOC - Training Lab Expansion and Equipment	$ 750,000		
			DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES			
0210	0475-15-0210	2015	Redaction Software for Odyssey	$ 800,000		
0225	0503-19-0225	2019	Backup and Recovery Infrastructure for Servers/Storage	$ 300,000		
0215	0503-19-0215	2020	Software Defined Network Project	$ 350,000		
0220	0503-19-0220	2021	ERP Purchase/Upgrade	$ 3,500,000		
			PARKS			
0340	0510-16-0340	2016	Berry Springs - Heritage / Visitor Center	$ 775,000		
0345	0510-16-0345	2016	Berry Springs Maintenance Yard & Building	$ 350,000		
0350	0510-16-0350	2016	Berry Springs Waterless Restroom for Trail	$ 75,000		
0365	0510-16-0365	2016	SW WCRP Waterless Restroom for Trail	$ 75,000		
0312	1047-16-0312	2016	EXPO - Covered Arena Widening Project	$ 409,500		
0377	1047-18-0377	2018	EXPO - Wind Block Hanger Style Doors	$ 900,000		
0382	1047-18-0382	2018	EXPO - Electronic Events Sign	$ 200,000		
0383	1047-19-0383	2019	EXPO - Maintenance Building	$ 350,000		
0384	1047-19-0384	2019	EXPO - North Access Road from Bill Pickett Trail	$ 375,000		
			DEPARTMENT OF INFRASTRUCTURE			
			New Space			
4029	1026-19-4029	2019	Fleet Heavy Equipment Shop	$ 2,300,000		
4011	1026-19-4011	2019	Fleet Parts Room expansion	$ 400,000		
4050	0214-19-4050	2019	Prct. 4 Hutto Office Building Shell Space Finish Out	$ 355,000		
4020	0214-19-4020	2019	Prct. 4 Taylor Annex Office Building and Property with Ambulance Station	$ 25,000,000		
0485	0215-18-0485	2018	New Administration Building	$ 30,000,000		
4016	0215-19-4016	2019	County Records Building	$ 5,000,000		
0468	0560-18-0468	2018	SO - Driving Track and Skid Pad at Firearms Range for training	$ 1,500,000		
4014	0560-19-4014	2019	SO - Obstacle Course at SOTC by landfill	$ 130,000		
4023	0560-19-4023	2019	SO - Shoot House	$ 900,000		
4073	0560-19-4073	2019	SO -Gun Range Ammunition Storage Building Foundation Increase - needed for funded structure	$ 150,000	$ 150,000.00	
4007	1045-19-4007	2019	Juvenile Justice Center - Additional Detention Capacity	$ 60,000,000		
4008	1045-19-4008	2019	Juvenile Justice Center - Additional Residential Capacity	$ 18,000,000		
4049	1045-19-4049	2019	Juvenile Justice Center - Construct Family Court	$ 14,000,000		
4017	1045-19-4017	2019	Juvenile Justice Center - Smith Branch Flood Mitigation	$ 5,000,000		
4047	0425-19-4047	2019	Audio/Visual Updates for County Courts	$ 650,000		
4002	0435-19-4002	2019	Audio/Visual Updates for District Courts (26th, 277th, 368th, 395th, 425th)	$ 650,000		
4025	0560-19-4025	2019	SOTC - Bullet Trap	$ 131,000		
0477	1009-18-0477	2018	Justice Center - Add fencing/gates between SO and Justice Center	$ 425,000		
			Building Remodel			
0407	1000-15-0407	2020	Remodel - Repair Historic Court House Terracotta: replace all blocks banding balconies	$ 1,000,000		
0402	1005-15-0402	2020	Remodel - Round Rock Annex Building A: after Health Dept vacates building	$ 2,525,000		
0405	1006-15-0405	2020	Remodel - Round Rock Annex Building B: Remodel to bring up to standard	$ 2,525,000		
0412	1032-15-0412	2024	Remodel - Cedar Park Annex - Tax Office - 2-Story addition on back of annex	$ 3,000,000		
0435	1051-15-0435	2015	Remodel - Tax Office Bldg/Carquest space - County owned bldg. into offices and large meeting room	$ 600,000		
4051	1026-19-4051	2019	Remodel - Granger CTTC Shower Remodel	$ 450,000		
0430	1048-15-0430	2015	Remodel - JP #4 - Backup generator to keep office running during emergencies	$ 140,000		
0400	1008-15-0400	2015	Jail/SO - Jail Planning & Design master plan jail improvements	$ 250,000		
4033	1008-19-4033	2019	Jail/SO - Jail Design and Construction - fourth floor buildout	$ 12,000,000		
0449	1008-18-0449	2018	Jail/SO - Jail Privacy Wall to Separate Booking Area	$ 55,000		
0455	1008-18-0455	2018	Jail/SO - Jail Headquarters Expansion (where handicap parking is) - more space (Design)	$ 500,000		
4015	1008-19-4015	2019	Jail/SO - Jail Addition of Manways	$ 150,000		
0459	1008-18-0459	2018	Jail/SO - Secure HQ parking with new gates / window screens	$ 500,000		
0475	1008-18-0475	2018	Jail/SO - Gym w/false ceiling at HQ	$ 300,000		
4019	1008-19-4019	2019	Jail/SO - Parking Garage Repair	$ 650,000		
4024	1008-19-4024	2019	Jail/SO - East Side Parking Lot Expansion	$ 500,000		
4030	1008-19-4030	2019	Jail/SO - Front Reception Windows - Data	$ 65,000		
4031	1008-19-4031	2019	Jail/SO - Front Reception Windows - Warrants	$ 65,000		
4044	1009-16-4044	2016	Justice Center - Employee Breakroom Addition 1st Floor	$ 150,000		
4045	1009-16-4045	2016	Justice Center - Remodel EE breakroom into offices for District Clerk	$ 95,000		
0444	1009-18-0444	2018	Justice Center - Remodel of DA's Office	$ 48,000	Phase 2	
0446	1009-18-0446	2018	Justice Center - Remodel of Grand Jury Restroom	$ 185,000		
0445	1009-18-0445	2018	Justice Center - Remodel of County Attorney Civil Division on 1st floor	$ 115,000		
4003	1009-19-4003	2019	Justice Center - Remodel Attic (Additional Office Space TBD)	$ 1,500,000		
4004	1009-19-4004	2019	Justice Center - Remodel Second floor into County Courts	$ 3,700,000		
4006	1009-19-4006	2019	Justice Center - Remodel Basement - Jury Call Room into Court Room	$ 450,000		
4048	1009-19-4048	2019	Justice Center - Remodel Basement - Vacated Space into CA/other offices	$ 850,000		
4018	1009-19-4018	2019	Justice Center - South End Restroom Remodel	$ 85,000		

CAPITAL IMPROVEMENT PLAN 2019

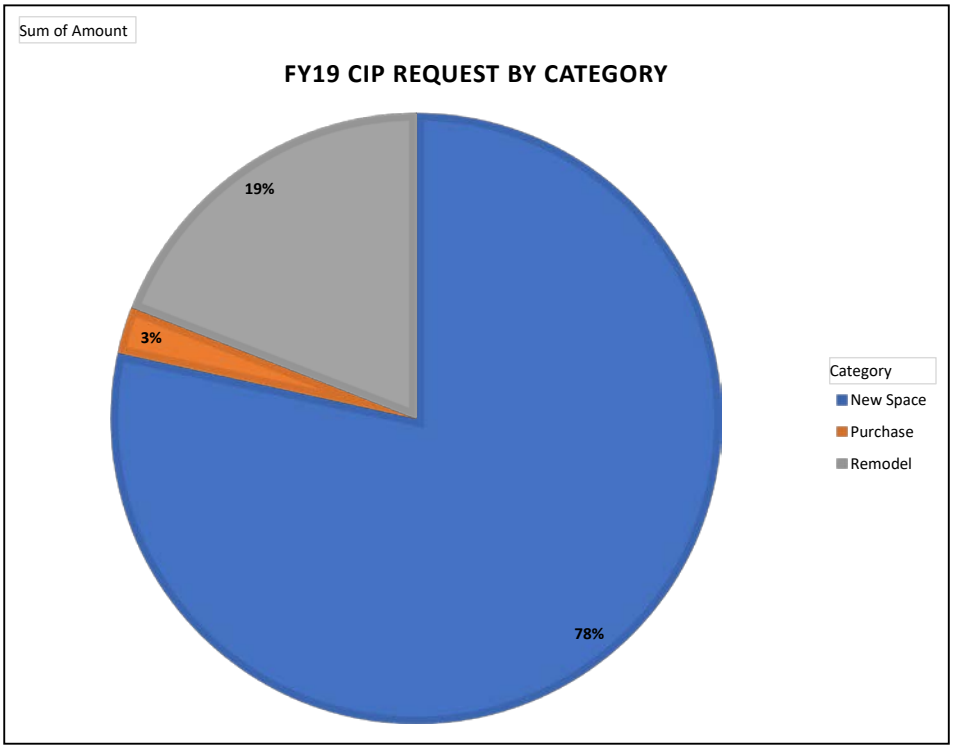
Item #	Reference #	Allocation Year Req.	Description PROJECT		Total Cost	FY 2019
0439	1009-16-0439	2016	Justice Center - Employee Breakroom Addition 2nd Floor		$ 150,000	
4075	1009-19-4075	2019	Justice Center - Convert 1st Floor Shell Space into District Court Room		$ 1,300,000	
0441	1011-18-0441	2018	SO - Lott Bldg Remodel for Future Tenants		$ 5,000,000	
4046	1011-18-4046	2018	SO - Lott Bldg Minimal Remodel for Future Tenants (paint, carpet, restroom ADA, roof, parking lot)		$ 800,000	
0470	0560-18-0470	2018	SO - Training Center Range Wall Replacement and Fence		$ 345,000	
0471	0560-18-0471	2018	SO - Training Center Wall and Fence		$ 375,000	
0423	1045-15-0423	2015	Juvenile Justice - RR, CP & Taylor - Additions for Probation officers & Counseling personnel offices		$ 150,000	
0425	1045-15-0425	2015	Juvenile Justice Center - Restroom facilities & Water Fountain on Obstacle Course/Marching field		$ 150,000	
4022	1045-19-4022	2019	Juvenile Justice Center - Safety Enclosures for Reception Staff areas		$ 70,000	
EXISTING PROJECTS / UNFUNDED COMPONENTS						
0483	1026-18-0483	2018	North Campus / Impound Yard Conversion to Sign Shop		$ 425,216	
0487	1026-18-0487	2018	North Campus / Facilities Storage Building		$ 1,600,000	
ROAD AND BRIDGE *(To Be Paid For Out of R&B Monies)*						
0601	0210-19-0601	2019	Signal Installations on O'Connor Blvd		$ 900,000	
			TOTAL		**$ 221,668,716**	**$ 150,000**

**Note: this is a continually growing document with estimated costs at time of request*

Row Labels	Sum of Amount	
Administration	64,955,000.00	29%
Courts	1,440,000.00	1%
Emergency Serv	4,900,000.00	2%
Facilities	2,025,216.00	1%
Fleet	2,700,000.00	1%
Health Dept	5,500,000.00	2%
Jail	15,035,000.00	7%
Justice Center	9,053,000.00	4%
Juvenile Justice (	97,370,000.00	44%
Parks	3,509,500.00	2%
Road and Bridge	900,000.00	0%
Sheriff's Office	9,331,000.00	4%
Technology	4,950,000.00	2%
Grand Total	**221,668,716.00**	100%



Row Labels	Sum of Amount	
New Space	173,916,216.00	78%
Purchase	5,500,000.00	2%
Remodel	42,252,500.00	19%
Grand Total	**221,668,716.00**	100%



Unallocated as of August 31, 2018		
2013 CIP	$	566.87
2014 CIP	$	2,712.10
2015 CIP	$	300,000.00
2017 CIP	$	1,452,007.87
2018 CIP	$	1,735,050.24
	$	**3,490,337.08**

Commissioners Court - Regular Session **30.**

Meeting Date: 09/11/2018

2019 Capital Improvement Program

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the projects and budgets for the 2019 Capital Improvement Program.

Background

A list of projects is attached to the preceding agenda item. Total dollars available to allocate are $12,000,000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Unallocated

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:24 AM
Form Started By: Emmeline Palma		Started On: 09/06/2018 09:18 AM
Final Approval Date: 09/06/2018		

Unallocated as of August 31, 2018		
2013 CIP	$	566.87
2014 CIP	$	2,712.10
2015 CIP	$	300,000.00
2017 CIP	$	1,452,007.87
2018 CIP	$	1,735,050.24
	$	**3,490,337.08**

Commissioners Court - Regular Session **31.**

Meeting Date: 09/11/2018

2013, 2014, 2017 and 2018 Capital Improvement Programs Budget Transfers

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the use of unallocated funds for the 2013, 2014, 2017 and 2018 Capital Improvement Programs, to include assigning funds to new projects.

Background

Background: Attached are reports that reflect the active Capital Improvement Projects and the unallocated balances as of August 31, 2018. A total of $3,490,337.08 is available to assign to projects.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Active CO and CIP Projects

Unallocated

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:24 AM
Form Started By: Emmeline Palma		Started On: 09/06/2018 09:26 AM
Final Approval Date: 09/06/2018		

Summary Cash End Projects as of August 31, 2018

Award	Project	Project Name	Revenue	Budget	Actual Cost	Commitment Amount	Total Cost	Available Balance	Notes
2015 CO	P322	RR Building/WCHD/355 Tx Ave	$ 4,000,000.00	$ 4,000,000.00	$ 3,740,668.46	$ 67,530.31	$ 3,808,198.77	$ 191,801.23	
2015 CO	P323	SO Training Building	$ 9,500,000.00	$ 9,500,000.00	$ 8,359,611.50	$ 830,471.58	$ 9,190,083.08	$ 309,916.92	
2015 CO	P324	North Campus Improvements	$ 24,866,688.00	$ 24,866,688.00	$ 21,458,789.67	$ 3,174,606.17	$ 24,633,395.84	$ 233,292.16	
2015 CO	P325	Georgetown Annex Building	$ 17,253,704.00	$ 17,253,704.00	$ 9,760,743.41	$ 6,792,547.96	$ 16,553,291.37	$ 700,412.63	
2015 CO	P356	2015 CO NON-DEPARTMENTAL	$ 1,718,493.80	$ 1,718,493.80	$ 678,168.35	$ -	$ 678,168.35	$ 1,040,325.45	Unallocated
2015 CO	P431	JP 4 Repairs and Modifications	$ 650,000.00	$ 650,000.00	$ -	$ -	$ -	$ 650,000.00	
2015 CO	P434	Inner Loop Annex Modifications	$ 4,300,000.00	$ 4,300,000.00	$ 142.00	$ 20,000.00	$ 20,142.00	$ 4,279,858.00	
2015 CO	P435	Animal Shelter Expansion Ph I	$ 3,000,000.00	$ 3,000,000.00	$ 970,730.59	$ 2,029,269.41	$ 3,000,000.00	$ -	
2013 CIP	P468	NICE EQUIPMENT UPGRADE	$ -	$ 62,716.65	$ -	$ 62,716.65	$ 62,716.65	$ -	
2013 CIP	P470	SO EXPLOSIVES/AMMUNITION I	$ -	$ 32,569.71	$ -	$ -	$ -	$ 32,569.71	
2013 CIP	P503	2013 CIP NON DEPARTMENTAL	$ -	$ 566.87	$ -	$ -	$ -	$ 566.87	Unallocated
2014 CIP	P411	JAIL PLUMBING	$ 699,260.06	$ 700,000.00	$ 699,260.06	$ 739.94	$ 700,000.00	$ -	
2014 CIP	P425	Phone System Upgrade	$ 351,889.39	$ 403,703.99	$ 351,889.39	$ 49,102.50	$ 400,991.89	$ 2,712.10	Releasing $2,712.10 to unallocated
2014 CIP	P470	SO EXPLOSIVES/AMMUNITION I	$ -	$ 18,975.54	$ -	$ -	$ -	$ 18,975.54	
2015 CIP	P411	JAIL PLUMBING	$ 467,193.17	$ 641,506.99	$ 635,502.91	$ 6,004.08	$ 641,506.99	$ -	
2015 CIP	P428	Andice Ambulance Station	$ -	$ 300,000.00	$ -	$ 300,000.00	$ 300,000.00	$ -	
2015 CIP	P504	2015 CIP NON DEPARTMENTAL	$ -	$ 300,000.00	$ -	$ -	$ -	$ 300,000.00	Unallocated
2017 CIP	P312	FINISH OUT-JUSTICE CTR	$ 222,566.00	$ 794,665.45	$ 222,566.00	$ -	$ 222,566.00	$ 572,099.45	Releasing $572,099.45
2017 CIP	P411	JAIL PLUMBING	$ 1,642,728.69	$ 3,457,160.20	$ 1,797,814.25	$ 279,868.75	$ 2,077,683.00	$ 1,379,477.20	
2017 CIP	P435	Animal Shelter Expansion Ph I	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 2,000,000.00	$ -	
2017 CIP	P452	CEDAR PARK ANNEX BLDG	$ 894,553.54	$ 1,776,306.00	$ 894,553.54	$ 1,844.04	$ 896,397.58	$ 879,908.42	Releasing $879,908.42
2017 CIP	P467	Cedar Park Ambulance Station	$ -	$ 400,000.00	$ -	$ -	$ -	$ 400,000.00	
2017 CIP	P468	NICE EQUIPMENT UPGRADE	$ -	$ 184,574.35	$ -	$ 180,501.35	$ 180,501.35	$ 4,073.00	
2017 CIP	P472	DAS Projects	$ -	$ 23,694.00	$ -	$ 23,694.00	$ 23,694.00	$ -	
2018 CIP	P324	North Campus Improvements	$ 49,629.27	$ 1,350,000.00	$ 52,129.27	$ 1,297,870.73	$ 1,350,000.00	$ -	
2018 CIP	P435	Animal Shelter Expansion Ph I	$ -	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	
2018 CIP	P469	Justice Center Expansion	$ -	$ 650,000.00	$ -	$ 20,000.00	$ 20,000.00	$ 630,000.00	
2018 CIP	P470	SO EXPLOSIVES/AMMUNITION I	$ -	$ 103,454.75	$ -	$ -	$ -	$ 103,454.75	
2018 CIP	P471	FLORENCE TOWER SITE	$ 385,506.40	$ 2,200,000.00	$ 385,506.40	$ 1,542,025.60	$ 1,927,532.00	$ 272,468.00	
2018 CIP	P472	DAS Projects	$ -	$ 400,000.00	$ -	$ 50.00	$ 50.00	$ 399,950.00	
2018 CIP	P473	Public SafetyVehicle/Body Cams	$ 1,074,142.05	$ 1,200,000.00	$ 1,102,237.01	$ 29,431.62	$ 1,131,668.63	$ 68,331.37	
2018 CIP	P474	Expo Horse Stall Barn	$ 30,285.46	$ 1,600,000.00	$ 30,285.46	$ 139,714.54	$ 170,000.00	$ 1,430,000.00	
2018 CIP	P475	Expo Concession & Restrooms	$ -	$ 787,500.00	$ -	$ 63,000.00	$ 63,000.00	$ 724,500.00	
2018 CIP	P476	Jail Security	$ -	$ 400,000.00	$ -	$ 20,000.00	$ 20,000.00	$ 380,000.00	
2018 CIP	P505	2018 CIP Non Departmental	$ -	$ 1,735,050.24	$ -	$ -	$ -	$ 1,735,050.24	Unallocated
			$ 71,106,639.83	$ 87,311,330.54	$ 51,140,598.27	$ 19,430,989.23	$ 70,571,587.50	$ 16,739,743.04	

Unallocated as of August 31, 2018		
2013 CIP	$	566.87
2014 CIP	$	2,712.10
2015 CIP	$	300,000.00
2017 CIP	$	1,452,007.87
2018 CIP	$	1,735,050.24
	$	**3,490,337.08**

Commissioners Court - Regular Session **32.**

Meeting Date: 09/11/2018

FY 19 Special Revenue Funds for Approval

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the following 2018-2019 budgets:

0390 County Wide Records Mgmt and Preservation Fund
0386 District Clerk - Records Mgmt and Preservation Fund
0350 Law Library Fund
0882 Fleet Maintenance Fund
0545 Regional Animal Shelter Fund
0507 Regional Communication System
0340 Tobacco Fund
0388 Court Records Preservation Fund
0376 Surplus Elections Contracts Fund
0374 County and District Court Technology Fund
0364 Pre-trial Intervention
0384 Records Archive - County Clerk
0387 Records Technology Fund - District Clerk

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY 19 Special Revenue Fund

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 08:45 AM
Form Started By: Ashlie Koenig		Started On: 09/05/2018 01:45 PM
Final Approval Date: 09/06/2018		

Fund Number	Fund Name	Estimated Fund Balance FY2018	2018-2019 Expense Recommended Budget	2018-2019 Revenue Recommended Budget	Excess (Deficiency) of Revenue/Expense	Projected Fund Balance FY2019
Discuss, consider and take appropriate action on the approval of the following 2018-2019 Budgets:						
0390	County Wide Records Mgmt and Preservation Fund	$ 574,270.00	$ 85,566.00	$ 102,000.00	$ 16,434.00	$ 590,704.00
0386	District Clerk - Records Mgmt and Preservation Fund	$ 223,092.00	$ 7,758.89	$ 29,250.00	$ 21,491.11	$ 244,583.11
0350	Law Library Fund	$ 395,464.00	$ 230,000.00	$ 229,000.00	$ (1,000.00)	$ 394,464.00
0882	Fleet Maintenance Fund	$ 792,083.00	$ 3,919,160.69	$ 3,919,161.00	$ 0.31	$ 792,083.31
0545	Regional Animal Shelter Fund	$ -	$ 2,144,654.34	$ 2,144,654.34	$ -	$ -
0507	Regional Communication System	$ 535,655.00	$ 1,359,082.96	$ 1,359,083.00	$ 0.04	$ 535,655.04
0340	Tobacco Fund	$ 3,881,460.00	$ 503,540.91	$ 522,000.00	$ 18,459.09	$ 3,899,919.09
0388	Court Records Preservation Fund	$ 630,092.00	$ 325,500.00	$ 81,700.00	$ (243,800.00)	$ 386,292.00
0376	Surplus Elections Contracts Fund	$ 359,218.00	$ 265,179.53	$ -	$ (265,179.53)	$ 94,038.47
0374	County and District Court Technology Fund	$ 89,505.00	$ -	$ 8,100.00	$ 8,100.00	$ 97,605.00
0364	Pretrial Intervention	$ -	$ 151,200.00	$ 151,200.00	$ -	$ -
0384	Records Archive - County Clerk	$ 1,972,649.00	$ 595,114.97	$ 607,000.00	$ 11,885.03	$ 1,984,534.03
0387	Records Technology Fund - District Clerk	$ 183,665.00	$ 155,144.32	$ 57,000.00	$ (98,144.32)	$ 85,520.68

Commissioners Court - Regular Session **33.**

Meeting Date: 09/11/2018

FY 19 Special Revenue Funds for Acknowledgement

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and acknowledge the following 2018-2019 budgets:

0355 Court Reporter Service Fund
0360 Courthouse Security Fund
0361 Justice of the Peace Security Fund
0372 Justice of the Peace Technology Fund
0370 Alternate Dispute Fund
0380 Probate Court Fund
0367 Justice of the Peace #3 Truancy Program
0368 Justice of the Peace #2 Truancy Program
0369 Justice of the Peace #4 Truancy Program
0373 Justice of the Peace #1 Truancy Program

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY 19 Special Revenue Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 08:45 AM
Form Started By: Ashlie Koenig		Started On: 09/05/2018 01:53 PM
Final Approval Date: 09/06/2018		

Fund Number	Fund Name	Estimated Fund Balance FY2018	2018-2019 Expense Recommended Budget	2018-2019 Revenue Recommended Budget	Excess (Deficiency) of Revenue/Expense	Projected Fund Balance FY2019
Discuss, consider and acknowledge the following 2018-2019 Budgets:						
0355	Court Reporter Service Fund	1,284,463.00	$ 55,855.84	$ 126,000.00	$ 70,144.16	1,354,607.16
0360	Courthouse Security Fund	313,283.00	$ 181,032.91	$ 212,100.00	$ 31,067.09	344,350.09
0361	JP Security Fund	139,285.00	$ 31,561.00	$ 14,075.00	$ (17,486.00)	121,799.00
0372	JP Technology Fund	343,106.00	$ 152,962.30	$ 64,550.00	$ (88,412.30)	254,693.70
0370	Alternate Dispute Fund	329,248.00	$ 8,771.44	$ 25,600.00	$ 16,828.56	346,076.56
0380	Probate Court Fund	55,506.00	$ 4,000.00	$ 7,250.00	$ 3,250.00	58,756.00
0367	JP#3 Truancy Program	127,629.00	$ 80,502.95	$ 48,000.00	$ (32,502.95)	95,126.05
0368	JP#2 Truancy Program	79,418.00	$ 33,998.27	$ 5,800.00	$ (28,198.27)	51,219.73
0369	JP#4 Truancy Program	103,331.00	$ 31,048.07	$ 24,200.00	$ (6,848.07)	96,482.93
0373	JP#1 Truancy Program	33,476.00	$ -	$ 3,350.00	$ 3,350.00	36,826.00

Commissioners Court - Regular Session **34.**

Meeting Date: 09/11/2018

Huttor Tirz

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Zone Project Plan and Finance Plan for the Hutto Reinvestment Zone Number One.

Background

At its January 18, 2018 session, the Williamson County Commissioners Court approved the Interlocal Agreement Regarding Tax Increment Financing between Williamson County and the City of Hutto, which set forth the terms and conditions of Williamson County's participation in the Hutto Reinvestment Zone Number One. In accordance with the Agreement, the Zone Project Plan and the Zone Finance Plan must be approved by both the City Council of the City of Hutto and the Commissioners Court of Williamson County. The proposed Zone Project Plan and the Zone Finance Plan are now being presented to the Commissioners Court for approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hutto TIRZ Zone Project and Finance Plan

TIF ILA Hutto TIRZ

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2018 09:36 AM
Form Started By: Hal Hawes		Started On: 08/30/2018 04:39 PM
Final Approval Date: 08/31/2018		

HUTTO CO-OP
HUTTO, TEXAS

CO-OP DISTRICT TAX INCREMENT REINVESTMENT ZONE

PROJECT AND FINANCING PLAN

CITY OF HUTTO, TEXAS
WILLIAMSON COUNTY, TEXAS
79 HCD DEVELOPMENT, LLC

August 28, 2018

City of Hutto

Co-Op District TIRZ

Mayor Doug Gaul

Mayor Pro Tem Tom Hines, **PLACE 2**

Council Member Scott Rose, **PLACE 1**

Council Member Nate Killough, **PLACE 3**

Council Member Tim Jordan, **PLACE 4**

Council Member Patty Turner, **PLACE 5**

Council Member Terri Grimm, **PLACE 6**

Odis Jones, City Manager

City Staff

Helen Ramirez, AICP Assistant City Manager

Anthony Emadi, Chief Financial Officer

Jessica Bullock, Economic Development Director

William Bingham, City Attorney

Developer/79 HCD Development, LLC

Bob Wunsch, Principal

Wyatt Henderson, Principal

David Howell, Principal

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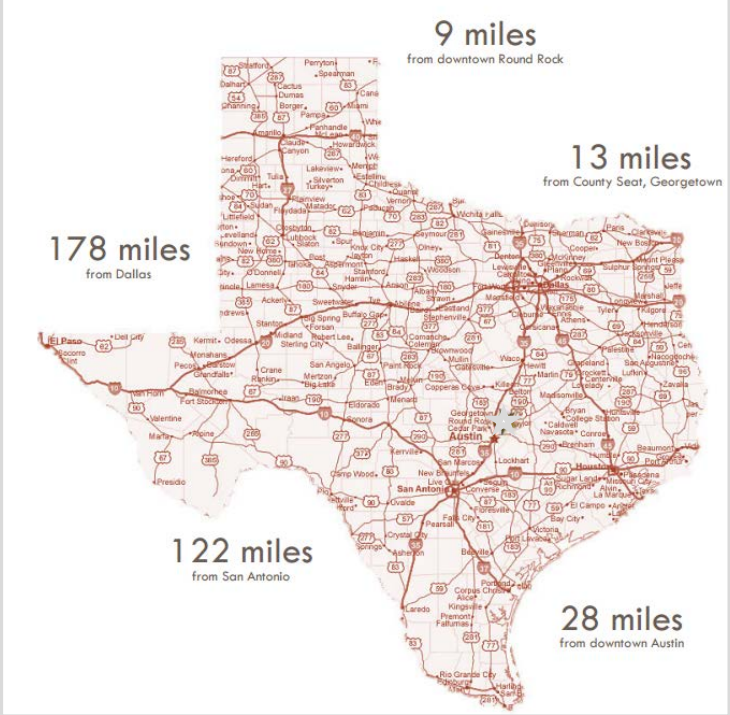
VI.	PRELIMINARY FINANCING PLAN	22

I. INTRODUCTION

Image 1: Regional Context



Located northeast of Austin in Williamson County, the fourth-fastest growing county in the State of Texas, the City of Hutto ("the City") has experienced rapid growth since 2000. Once a rural Texas town with a population of 1,250 in 2000; Hutto is now home to an estimated 27,000 people, positioning the City to become a lively and integral part of the Austin Metropolitan region. With recent recognitions including the "Top Place in Texas to Raise a Family", the "#1 Local City (in the Austin area) For Young Couples", "One of the Top 5 Safest Cities in Texas", and "One of the Top 100 Places in Major Markets to Locate a Business", Hutto is consistently ranked as one of the fastest growing and safest cities in the country.

Just 25 minutes from the heart of the Texas State Capitol and 30 minutes from the Austin Bergstrom International Airport via the new SH-130 tollway, the City is well positioned for economic growth. With quick access to State Highway 130, Interstate 35, US Highway 79, and the Union Pacific Red Line, Hutto provides convenient transportation routes to the greater Texas region.

Those who call Hutto home are attracted to its strong sense of community, rich history, affordable housing and attractive neighborhoods, low crime, high performing school district, access to higher education institutions, and plentiful open space; all of which come together to provide a high quality of life just outside of Austin. As the city continues to grow, it aims to be a family-friendly community that provides superior public safety, outstanding fiscal responsibility, a diversified economy, and an exceptional quality of life. Here, the importance of a diverse community is recognized, as it will directly affect the quality of life of the community and its residents.

Given that, the City Council's goal is to take a comprehensive approach towards economic development by focusing their efforts on redevelopment, including the rehabilitation of infill properties such as the Co-Op District, located just west of Hutto's Historic District.

II. HUTTO – AT A GLANCE

DEMOGRAPHICS

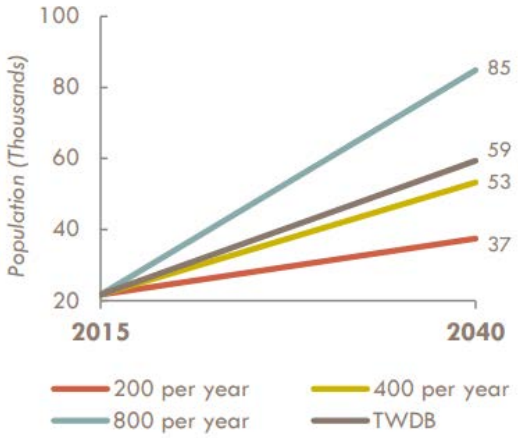
Hutto has experienced an estimated 6 percent (6.0%) average annual growth and over 50 percent (50.0%) change in total population change since 2010. Using historical residential permit patterns, the City may be home to over 85,000 residents in 2040.

With a median age of 33, Hutto has attracted many young families. Just over half of the population consists of families with children under the age of 18 and adults age 25 to 54. In addition to a growing population within city limits, the City provides access to over 65,000 people within a 5-mile radius, expanding to over 284,000 people within a 10-mile radius.

An educated workforce is a key to having a dedicated and diverse workforce. With an Independent School District that experiencing a 97% graduation rate and access to multiple nationally recognized higher education institutions, the Hutto community is diverse, skilled, and able to adapt to changing needs within the workforce.

The residents of Hutto have high levels of educational attainment with 22 percent of Hutto residents 25 years or older hold a bachelor's degree or higher. Together with a median household income of $73,855, an average household income of $80,603 within city limits, and an average household income in the primary trade area of $93,371, there is a clear demonstration of the desirability and quality of life that the community offers to people who are educated and high-income earners.

Chart 1: Population Forecasts – Using Estimated Number of Permits



City of Hutto, Texas Water Development Board

Table 1: 2016 Population 25+ by Educational Attainment

Total	12,498
Less than 9th Grade	3.7%
9th - 12th Grade, No Diploma	2.7%
High School Graduate	23.3%
GED/Alternative Credential	4.1%
Some College, No Degree	32.8%
Associate Degree	10.9%
Bachelor's Degree	17.9%
Graduate/Professional Degree	4.7%

Table 2: 2016 Households by Income

Household Income Base	6,641
<$15,000	5.9%
$15,000 - $24,999	3.2%
$25,000 - $34,999	4.1%
$35,000 - $49,999	10.8%
$50,000 - $74,999	26.9%
$75,000 - $99,999	23.5%
$100,000 - $149,999	19.5%
$150,000 - $199,999	4.3%
$200,000+	1.8%

U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021 Esri converted Census 2000 data into 2010 geography.

ECONOMIC OUTLOOK

As of 2015, approximately 88 percent (88.0%) of the working population commutes an average 27 minutes to work outside the city limits. With .66 jobs per household, it is important for economic stability to achieve a citywide job-housing balance with a goal of at least 1 job for every household. As residential development within the city and its Extraterritorial Jurisdiction (ETJ) increase, it is vital for Hutto to focus on productive growth that creates local jobs and diversifies its tax base. The people of Hutto provide a strong foundation for a workforce and consumer market that will help the city become more regionally and nationally competitive. Hutto is in the early stages of its development cycle and needs to develop the economic diversity and depth of business support infrastructure (capital and non-capital) to be competitive in the larger Central Texas regional and national market.

Given this, the redevelopment of the Co-Op District, as well as the construction of the additional infrastructure improvements needed to support the desired economic growth, are the key to the creation of a place to live, work and play which will result in a more balanced economy.

III. GROWTH CORRIDORS & INFRASTRUCTURE

ECONOMIC DEVELOPMENT GROWTH CORRIDORS

At present, the City of Hutto lacks significant shovel-ready, or building ready, sites. Water, wastewater and other critical infrastructure key to significant economic development is lacking in certain areas of the City. The City is therefore constrained in terms of being able to accommodate concentrations of quality, career-oriented employment opportunities that are consistent with the City Council's Strategic Plan.

Through the Future Land Use Map (FLUM) planning process, seven (7) key areas were identified as vital employment and growth corridors – areas that can and should become priority focus areas for public and private sector investment and planning for high quality non-residential development over the next 5, 10, and 20 years. The City, during its planning process, considered the following points when considering these corridors along major highways:

- Promoting development compatible with safe, efficient traffic circulation through sound standards for access management, limited installation of curb cuts, and parking facility connectivity;
- Selectively determining appropriate locations and applied design standards for large commercial developments and other high traffic generating uses;
- Setting quality design standards for all commercial development;
- Encouraging mixed-use, clustered and "village center" development types as alternatives to conventional strip center and stand-alone "pad" sites; and,
- Adding regional and community nodes to key intersections.

These employment and growth areas are those that can eventually accommodate significant concentrations of firms in the economic sectors identified previously. Each of these primary employment corridors offers its own distinct locational advantages and attributes, as well as challenges that will be addressed in order to realize their individual and collective potential for Hutto's continued economic growth. One of the seven employment and growth corridor areas identified includes the Historic Downtown/Co-Op site. S**ection IV THE NEED FOR REDEVELOPMENT** of this Plan identifies the challenges for the existing Co-Op site.

HUTTO'S ECONOMIC DEVELOPMENT POLICY

The City of Hutto adopted an ECONOMIC DEVELOPMENT POLICY on July 20, 2017. This policy document identified the use of tax increment financing as a way of redeveloping open or undeveloped land currently experiencing challenges such as obsolete platting, deteriorating structures or other factors, the substantially impair the growth of the city. The Co-Op District is one of three areas identified as a site that is in need of infrastructure in order to be developed to allow growth to occur west of Old Town. It is currently an undeveloped site, that when developed, will alleviate the immediate and surrounding areas drainage problems and improve traffic circulation with proposed improvements to US Highway 79 and with the extension of Live Oak to the west.

DOWNTOWN HUTTO: HUTTO'S COMMUNITY AND CIVIC HEART

Downtown is a vital intersection of commerce, business, and tourism, and serves as a fundamental cornerstone of our identity and economy. A healthy and vibrant downtown benefits all citizens and businesses of the City. Downtown Hutto is a designated historic district, with a variety of active commercial and retail buildings surrounded by residential and open spaces.

Image 2: The Cotton Gin at the Co-Op

Hutto has the opportunity to create a new Entertainment and Civic District downtown. This area, known as the Co-Op District, is located west of Downtown and is part of the larger Historic Downtown District, with approximately 900 linear feet of access along US Highway 79. The City has an executed development agreement with an affiliate of 79 HCD Development, LLC for this site, specifically to design a new City Hall and Library, with retail and commercial areas throughout, for the creation of an Entertainment District. A Historic Downtown/Co-Op Site Infrastructure Plan has been created and it includes a description of the shared vision of streetscapes, infrastructure, building design standards, and open space/community planning. The proposed TIRZ will specifically address road, drainage and associated utility needs.

Map 1: Downtown Hutto

IV. THE NEED FOR REDEVELOPMENT

Within and throughout the City's Historic Old Town, Hutto has experienced flooding and traffic congestion. The City is in need of planning and providing for infrastructure related to regional detention, storm sewer and improved road circulation that will not only alleviate local congestion, but regional traffic flow on US Highway 79. These infrastructure improvements will reduce impediments to growth west of Old Town.

A majority of the project area is City-owned and vacant. The City-owned 25 acres contain silos that are no longer functioning. There are also remnants of rail spurs and concrete pads of silos that once stood on the site which need removal. Therefore, the redevelopment of the site will include the following:

- Cleaning up obsolete platting;
- Reusing and relocating, when appropriate, accessory structures; and,
- Improving existing roads and constructing new ones to improve traffic circulation.

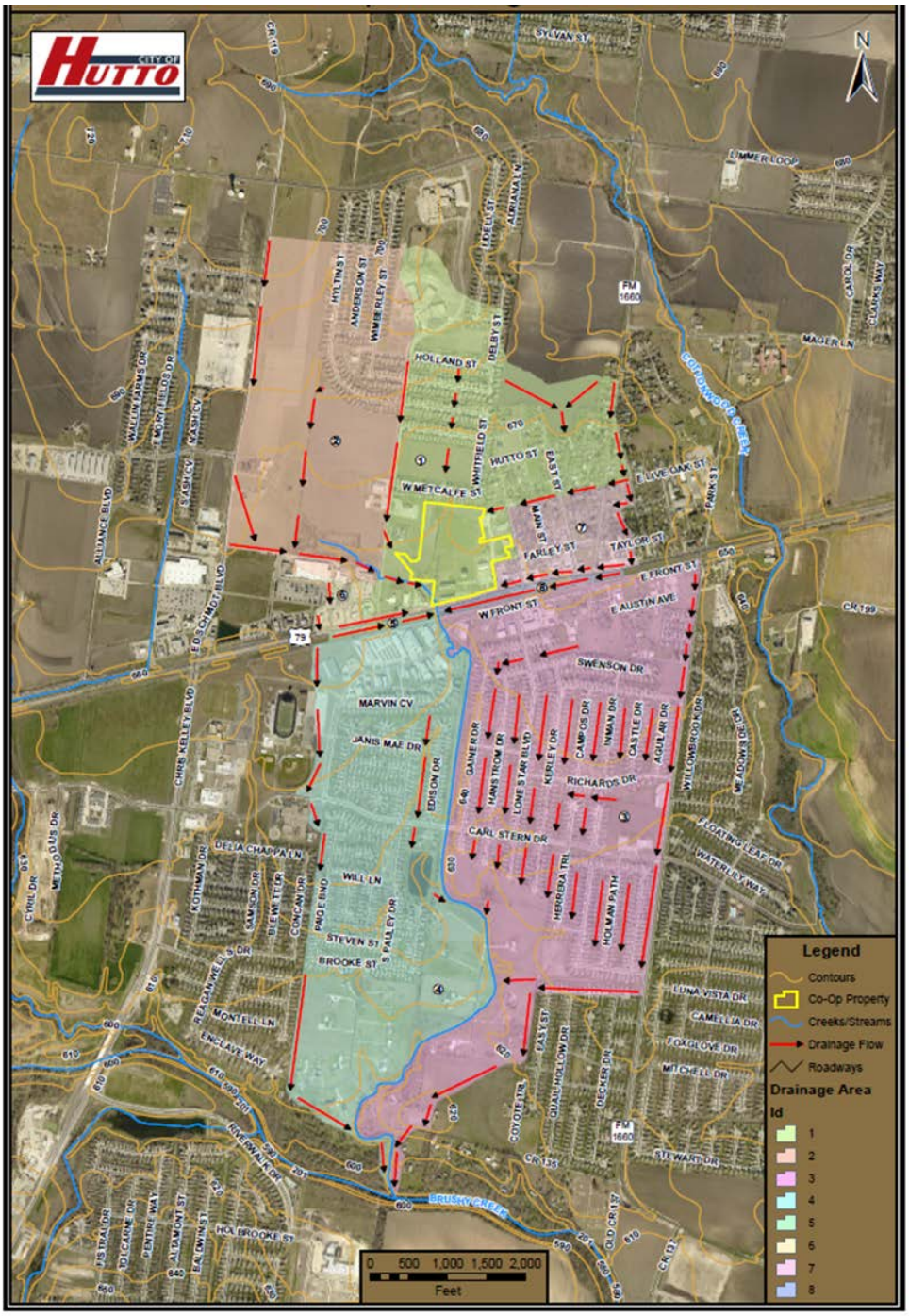
View of project site facing north from US Highway 79

Additional challenges currently experienced within and adjacent to the project site, are the following:

- Open ditches;
- Residents & Businesses experience flooding in streets and alleyways; and,
- Drainage & flooding problems.

Flooding in old town

The following map shows the drainage flow from the north, through the Co-Op District project site draining south, towards US Highway 79:



The following is a floodplain map that shows the areas prone to flooding:

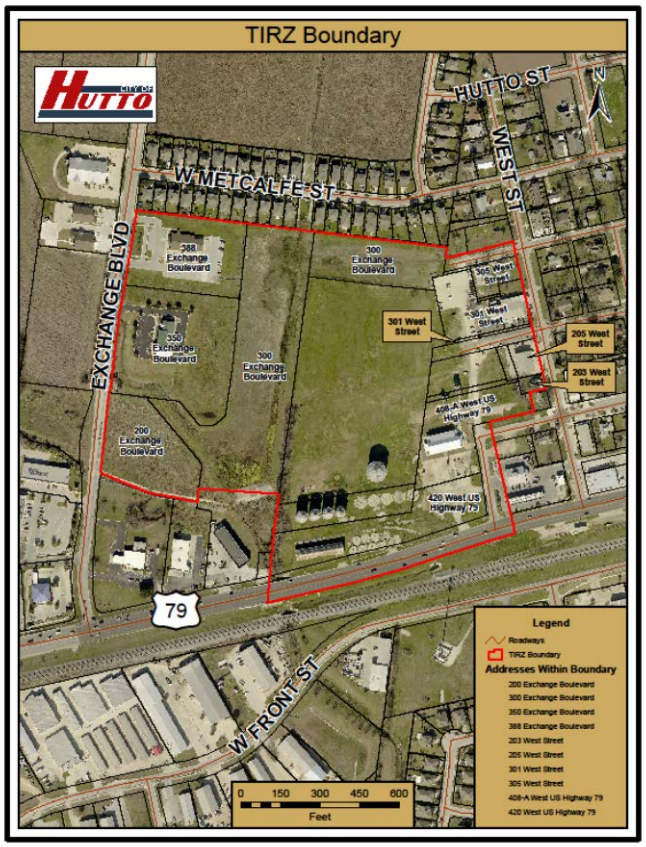
The City of Hutto entered into a Development Agreement with an affiliate of 79 HCD Development, LLC to develop the project site. The City has reached an agreement with Williamson County ("the County") whereby the County has agreed to participate in a Tax Increment Reinvestment Zone ("TIRZ") to be created encompassing:

- City property that will be taken down over time by the Developer per the executed Development Agreement;
- Property currently being used as County offices fronting Exchange Boulevard;
- A church and commercial properties fronting West Street.

The inclusion of the County offices will assist with providing the following solutions to the challenges that were identified in the current and previous sections:

- Storm sewer;
- Regional detention on Co- Op site;
- Prepare drainage study; and,
- Take over maintenance of existing drainage ditches currently being provided by various Homeowner Associations.

The following map depicts the proposed TIRZ boundary that includes City-owned property of approximately 26.40 acres, County-owned property of approximately 4.47 acres, United States Postal Service-owned property of approximately 2.81 acres, and privately owned property of approximately 6.38 acres for a total of approximately 40.86 acres of land.



The creation of the TIRZ is necessary as neither the City or the County alone can fund the public improvements needed to remove the current constraints to the redevelopment and growth of the City.

THE CO-OP DISTRICT PUD

79 HCD Development, LLC has prepared, submitted and obtained approval from the City for a Co-Op District Planned Unit Development (PUD) that is zoned for mixed use and includes Design Guidelines so as to ensure that high quality development is built. The following is a concept plan for the Project:

The following drawing shows the planned infrastructure throughout the District, including the extension of West Live Oak towards Exchange Boulevard, in addition to, the regional drainage ponds:

High quality infrastructure and design guidelines include active open space and amphitheatre area.

V. PRELIMINARY PROJECT PLAN

TIRZ districts permit a jurisdiction, or a group of jurisdictions working together, to permit the incremental fiscal benefits generated by a project to fund the cost of qualified public improvements. Typically, the tax year in which a jurisdiction establishes the TIRZ sets the real property assessed value base (base year). For each year in the life of the TIRZ, a special fund captures the tax revenue generated from the difference between the base-year assessed value and that year's assessed value. Other taxing jurisdictions can choose to direct all or a portion of their tax revenues into the TIRZ. An appointed board of directors ("TIRZ Board") chooses how to spend the money captured in the TIRZ fund based on agreements negotiated between the TIRZ, the effected jurisdictions and an Owner of a project. This value generating process is outlined below:

Exhibit A

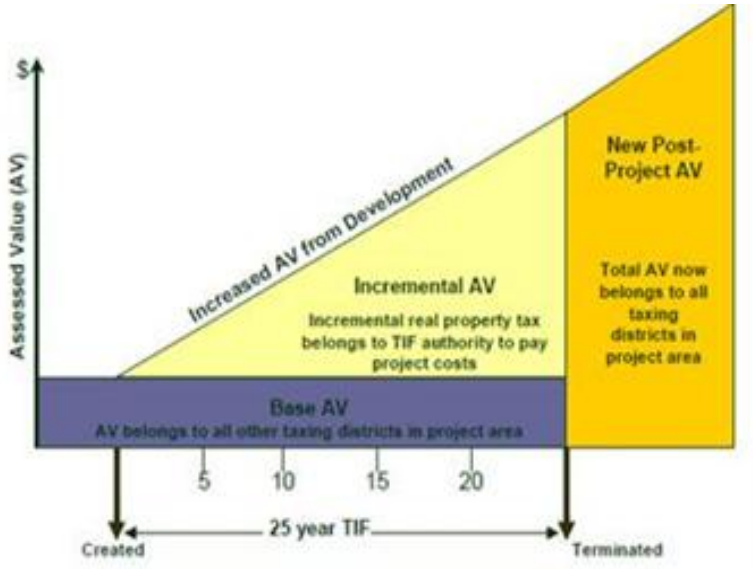


Exhibit A illustrates how rising tax revenue from greater appraised value in a TIRZ zone flows with time to a taxing jurisdiction's general fund and to a TIRZ fund. The sloped lines depict tax revenue rising with time. When the TIRZ expires or terminates, the amount of real property tax revenue to the City will increase sharply since a portion of the real property tax revenue is no longer part of the TIRZ fund. Inclusion of property in a TIRZ zone does not change the tax rate for any property. Tax rates in a TIRZ zone are the same as tax rates outside the zone and within the same set of taxing jurisdictions.

The Co-Op TIRZ will be comprised of approximately 40.49 acres and will include all of the approximately 35.10 acres of real property that comprises the Hutto Co-Op Public Improvement District (the "PID"), as more fully described in the PID Service and Assessment Plan ("SAP") adopted by the City in connection with the levy of special assessments for the PID.

The TIRZ will terminate on the earlier of (1) the date the TIRZ Board ("the Board") certifies to the City that all project costs have been paid and any monies remaining in the tax increment fund has been paid to the City and other taxing units levying taxes on property within the TIRZ or (2) the date that there is a unanimous determination by all members of the Board that all project costs or other obligations have been paid in full. The Board will have the right to allocate excess TIRZ Revenues, if any, to fund additional improvements not being funded by the PID.

PROPOSED DEVELOPMENT PLAN

The Project's proposed development plan, per the Concept Plan presented in **Section IV,** is summarized below:

Building	Land Use	Units/SF
1	Restaurant	12,000
2	Restaurant	12,000
3	Retail/Office	6,000
4	Bank	3,000
5	Restaurant	5,500
6	Retail/Office	20,000
7	Retail/Office	33,000
8	Retail/Office	12,000
9	Multi-Family	132
10	Retail/Office	45,000
11	Retail/Office	15,000
12	Retail/Office	40,000
13	Hotel	140
14	Retail/Office	36,000
15	Retail/Office	32,000
16	Multi-Family	104
17	City Hall	40,000
18	Entertainment	39,000
19	Restaurant	4,000

DESCRIPTION OF PROJECTS WITHIN THE TIRZ

As described further in **Section VI – Preliminary Financing Plan**, the TIRZ revenues applied to reduce the annual installments due under the PID. As described in the SAP, the Authorized Improvements (as defined in the SAP) will consist of the following:

The following table presents the costs of the Authorized Improvements:

	Phase		
Cost Category	**1**	**2**	**Total**
The Lakes - Landscaping	$ 2,971,412	$ -	$ 2,971,412
Streets - Landscaping	$ 1,972,340	$ -	$ 1,972,340
City Hall Landscaping	$ 833,124	$ -	$ 833,124
Signage, Monumentation & Parking Lots	$ 1,371,001	$ -	$ 1,371,001
Town Green	$ 2,986,338	$ -	$ 2,986,338
Excavation, Water, Sewer, Drainage & Paving	$ 3,645,895	$ 630,000	$ 4,275,895
Landscape, Hardscape, Site Furnishings, Lighting		$ 155,000	$ 155,000
Parking Lots	$ 4,416,343	$ -	$ 4,416,343
Highway 79 Construction & Engineering	$ 1,404,936	$ -	$ 1,404,936
Parking Garage #1	$ -	$ 4,567,500	$ 4,567,500
Parking Garage #2	$ -	$ 1,522,500	$ 1,522,500
Parking Garage #3	$ -	$ 4,567,500	$ 4,567,500
Engineering	$ 144,227	$ 250,000	$ 394,227
Contingency	$ 678,713	$ 78,500	$ 757,213
Project Management Fee	$ 1,835,672	$ 588,550	$ 2,424,222
Total	**$ 22,260,000**	**$ 12,359,550**	**$ 34,619,550**

VI. PRELIMINARY FINANCING PLAN

PROPOSED TIRZ PROJECTS

Section 311.002 of the Tax Increment Financing Act defines project costs as "the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public Improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations."

PROJECT COSTS

- Capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
- Financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
- Real property assembly costs;
- Professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
- Imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
- Municipality or county in connection with the implementation of a project plan;
- Relocation costs;
- Organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
- Interest before and during construction and for one year after completion of construction, whether or not capitalized;
- The cost of operating the reinvestment zone and project facilities;
- The amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
- The costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and,

- Payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

METHOD OF FINANCING

The real property that makes up the TIRZ and the PID is expected to be developed in one or more phases with the PID financing Authorized Improvements as approved by the City. PID Special Assessments will be levied on Assessed Property (as defined in the SAP) within the PID. City owned and other non-benefitted property will not be subject to PID Special Assessments.

The City does not plan to issue TIRZ Bonds to finance the costs that make up the TIRZ Projects. Rather, the City will utilize a PID, as described in the SAP, secured by the PID Special Assessments on the Assessed Property to purchase through an installment sale the projects that represent the TIRZ Projects. After the creation of the TIRZ, and, if and when TIRZ Revenues become available as a result of real property improvements within the TIRZ, the resulting tax increment revenues within the TIRZ will, to the extent authorized by law, be used to offset PID annual installments for the benefit of the TIRZ Project Plan. It is agreed that the base taxable value for calculation of the TIRZ Revenues is $0.

A summary of the funding sources for the TIRZ is presented below:

Jurisdiction	Tax Source	TIRZ Contribution Rate	Term
City of Hutto	Ad Valorem Taxes	60.0%	40 years
Williamson County*	Ad Valorem Taxes	50.0%	20 years
Hutto Economic Development Corporation	4B Sales Taxes	50.0%	30 years

* - Williamson County's TIRZ Contribution is subject to a maximum of $5,500,000 and net of the County's Ad Valorem Rate Allocated to Debt Service

Projected TIRZ Revenues presented in the table below utilize the Concept Plan and estimated future assessed values and sales revenues as provided by the Developer:

TIRZ Year Ended	Projected Assessed Value	Ad Valorem Rate - City	Total City Ad Valorem TIRZ Revenues	Ad Valorem Rate - County Net of Debt Service Rate	Total County Ad Valorem TIRZ Revenues	Total Sales Revenue	EDC TIRZ Sales Tax Rate	Total EDC Sales Tax TIRZ Revenues	Total TIRZ Revenue Available
12/31/2018	$ -	$ 0.515171	$ -	$ 0.259029	$ -	$ -	0.25%	$ -	$ -
12/31/2019	$ 15,849,000	$ 0.515171	$ 48,990	$ 0.259029	$ 20,527	$ 7,188,000	0.25%	$ 17,970	$ 35,700
12/31/2020	$ 32,754,600	$ 0.515171	$ 101,245	$ 0.259029	$ 42,422	$ 14,855,200	0.25%	$ 37,138	$ 180,805
12/31/2021	$ 55,999,800	$ 0.515171	$ 173,097	$ 0.259029	$ 72,528	$ 25,397,600	0.25%	$ 63,494	$ 309,119
12/31/2022	$ 140,880,000	$ 0.515171	$ 435,464	$ 0.259029	$ 182,460	$ 47,920,000	0.25%	$ 119,800	$ 737,724
12/31/2023	$ 144,402,000	$ 0.515171	$ 446,350	$ 0.259029	$ 187,022	$ 49,118,000	0.25%	$ 122,795	$ 756,167
12/31/2024	$ 148,012,050	$ 0.515171	$ 457,509	$ 0.259029	$ 191,697	$ 50,345,950	0.25%	$ 125,865	$ 775,071
12/31/2025	$ 151,712,351	$ 0.515171	$ 468,947	$ 0.259029	$ 196,489	$ 51,604,599	0.25%	$ 129,011	$ 794,448
12/31/2026	$ 155,505,160	$ 0.515171	$ 480,670	$ 0.259029	$ 201,402	$ 52,894,714	0.25%	$ 132,237	$ 814,309
12/31/2027	$ 159,392,789	$ 0.515171	$ 492,687	$ 0.259029	$ 206,437	$ 54,217,082	0.25%	$ 135,543	$ 834,667
12/31/2028	$ 163,377,609	$ 0.515171	$ 505,004	$ 0.259029	$ 211,598	$ 55,572,509	0.25%	$ 138,931	$ 855,533
12/31/2029	$ 167,462,049	$ 0.515171	$ 517,630	$ 0.259029	$ 216,888	$ 56,961,821	0.25%	$ 142,405	$ 876,922
12/31/2030	$ 171,648,600	$ 0.515171	$ 530,570	$ 0.259029	$ 222,310	$ 58,385,867	0.25%	$ 145,965	$ 898,845
12/31/2031	$ 175,939,815	$ 0.515171	$ 543,835	$ 0.259029	$ 227,868	$ 59,845,514	0.25%	$ 149,614	$ 921,316
12/31/2032	$ 180,338,311	$ 0.515171	$ 557,430	$ 0.259029	$ 233,564	$ 61,341,651	0.25%	$ 153,354	$ 944,349
12/31/2033	$ 184,846,768	$ 0.515171	$ 571,366	$ 0.259029	$ 239,403	$ 62,875,193	0.25%	$ 157,188	$ 967,958
12/31/2034	$ 189,467,938	$ 0.515171	$ 585,650	$ 0.259029	$ 245,388	$ 64,447,072	0.25%	$ 161,118	$ 992,156
12/31/2035	$ 194,204,636	$ 0.515171	$ 600,292	$ 0.259029	$ 251,523	$ 66,058,249	0.25%	$ 165,146	$ 1,016,960
12/31/2036	$ 199,059,752	$ 0.515171	$ 615,299	$ 0.259029	$ 257,811	$ 67,709,706	0.25%	$ 169,274	$ 1,042,384
12/31/2037	$ 204,036,246	$ 0.515171	$ 630,681	$ 0.259029	$ 264,257	$ 69,402,448	0.25%	$ 173,506	$ 1,068,444
12/31/2038	$ 209,137,152	$ 0.515171	$ 646,448	$ 0.259029	$ -	$ 71,137,509	0.25%	$ 177,844	$ 824,292
12/31/2039	$ 214,365,581	$ 0.515171	$ 662,610	$ 0.259029	$ -	$ 72,915,947	0.25%	$ 182,290	$ 844,899
12/31/2040	$ 219,724,720	$ 0.515171	$ 679,175	$ 0.259029	$ -	$ 74,738,846	0.25%	$ 186,847	$ 866,022
12/31/2041	$ 225,217,838	$ 0.515171	$ 696,154	$ 0.259029	$ -	$ 76,607,317	0.25%	$ 191,518	$ 887,672
12/31/2042	$ 230,848,284	$ 0.515171	$ 713,558	$ 0.259029	$ -	$ 78,522,500	0.25%	$ 196,306	$ 909,864
12/31/2043	$ 236,619,491	$ 0.515171	$ 731,397	$ 0.259029	$ -	$ 80,485,562	0.25%	$ 201,214	$ 932,611
12/31/2044	$ 242,534,978	$ 0.515171	$ 749,682	$ 0.259029	$ -	$ 82,497,701	0.25%	$ 206,244	$ 955,926
12/31/2045	$ 248,598,353	$ 0.515171	$ 768,424	$ 0.259029	$ -	$ 84,560,144	0.25%	$ 211,400	$ 979,824
12/31/2046	$ 254,813,312	$ 0.515171	$ 787,635	$ 0.259029	$ -	$ 86,674,148	0.25%	$ 216,685	$ 1,004,320
12/31/2047	$ 261,183,645	$ 0.515171	$ 807,325	$ 0.259029	$ -	$ 88,841,001	0.25%	$ 222,103	$ 1,029,428
12/31/2048	$ 267,713,236	$ 0.515171	$ 827,509	$ 0.259029	$ -	$ 91,062,026	0.00%	$ -	$ 827,509
12/31/2049	$ 274,406,067	$ 0.515171	$ 848,196	$ 0.259029	$ -	$ 93,338,577	0.00%	$ -	$ 848,196
12/31/2050	$ 281,266,218	$ 0.515171	$ 869,401	$ 0.259029	$ -	$ 95,672,041	0.00%	$ -	$ 869,401
12/31/2051	$ 288,297,874	$ 0.515171	$ 891,136	$ 0.259029	$ -	$ 98,063,842	0.00%	$ -	$ 891,136
12/31/2052	$ 295,505,321	$ 0.515171	$ 913,415	$ 0.259029	$ -	$ 100,515,438	0.00%	$ -	$ 913,415
12/31/2053	$ 302,892,954	$ 0.515171	$ 936,250	$ 0.259029	$ -	$ 103,028,324	0.00%	$ -	$ 936,250
12/31/2054	$ 310,465,277	$ 0.515171	$ 959,656	$ 0.259029	$ -	$ 105,604,032	0.00%	$ -	$ 959,656
12/31/2055	$ 318,226,909	$ 0.515171	$ 983,648	$ 0.259029	$ -	$ 108,244,133	0.00%	$ -	$ 983,648
12/31/2056	$ 326,182,582	$ 0.515171	$ 1,008,239	$ 0.259029	$ -	$ 110,950,237	0.00%	$ -	$ 1,008,239
12/31/2057	$ 334,337,147	$ 0.515171	$ 1,033,445	$ 0.259029	$ -	$ 113,723,993	0.00%	$ -	$ 1,033,445
Totals			**$ 25,276,019**		**$ 3,671,593**			**$ 4,432,805**	**$ 33,328,631**

INTERLOCAL AGREEMENT REGARDING TAX INCREMENT FINANCING

THIS INTERLOCAL AGREEMENT REGARDING TAX INCREMENT FINANCING ("Agreement") is made and entered into effective this 18th day of January, 2018 ("Effective Date"), by and between WILLIAMSON COUNTY (the "County"), a political subdivision of the State of Texas, the CITY OF HUTTO, (the "City"), a municipal corporation and home-rule city of the State of Texas, and the HUTTO REINVESTMENT ZONE NUMBER ONE, City of Hutto, Texas (the "Zone" or "TIF"), a reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors (collectively, the "Parties"). This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code.

WHEREAS, the City has created the Zone pursuant to Chapter 311, of the Texas Tax Code, entitled the Tax Increment Financing Act (the "Act"); and

WHEREAS, Section 311.013(f) of the Act provides that the County may enter into an agreement with the governing body which created the Zone to participate in the payments of tax increments for certain project costs as agreed upon by the County and said governing body; and

WHEREAS, said agreement may include conditions for payment of that tax increment into a tax increment fund and must specify the portion of said tax increment to be paid into said fund, along with the term of said payments; and

WHEREAS, as a condition to participating in the Zone, the County has requested that certain real property owned by the City be conveyed to the County and the City has requested that certain real property owned by the County be conveyed to the City, as more fully provided herein; and

WHEREAS, the City and the County desire to enter into this agreement regarding the County's participation in the Zone;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

"Agreement" means this Interlocal Agreement between the City, the County and the Zone.

"Captured Appraised Value" means the captured appraised value of the Zone, as defined by Chapter 311.012(b), Texas Tax Code.

"City" means the City of Hutto, Texas.

"County" means Williamson County, Texas.

"County TIF Funded Projects" means the specific portion of the Project that will be first constructed using bond or other financed funds to be repaid using TIF and other funds, as indicated and described in the Zone Project Plan.

"County Tax Increment Participation" means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Zone pursuant to Subsections A and B of Section III of the Agreement.

"Debt Service Tax Rate" means that portion of the tax rate that is levied for payment of debt service.

"Project" means the acquisition and development and/or redevelopment in the area consisting of the construction, renovation and improvement of City and County land in accordance with the project described in the Zone Project Plan.

"Road & Bridge Tax Rate" means the tax rate the County levies under Article VIII, Sec. 1a and Article VIII, Sec. 9, Texas Constitution.

"Tax Increment Fund" (also, "TIF") means that fund created by the City pursuant to Section 311.014 of the Act and Section 5 of City Ordinance No. 0-18-01-04-12A, which will be maintained by the City as a separate and individual interest-bearing account into which all revenues of the Zone will be deposited, including (i) deposits of tax increment by the City and by other participating taxing units with jurisdiction over real property in the Zone, including the County, and (ii) all accrued interest earned on the cash balance of the fund.

"Zone" means Reinvestment Zone Number One, City of Hutto, Texas, created by the City on January 4, 2018, by Ordinance No. 0-18-01-04-12A20, a true and correct copy of said ordinance is attached to the Agreement as Exhibit "1", which is incorporated herein by reference for all purposes.

"Zone Project Plan" means the project plan for the entire Zone and such amendments and revisions to such plan as may be adopted by a majority of the members of the board of directors of the Zone and approved by both the City Council of the City and the Commissioners Court of the County.

"Zone Finance Plan" means the reinvestment zone financing plan for the entire Zone and such amendments and revisions to such plan as may be adopted by a majority of the members of the board of directors of the Zone and approved by both the City Council of the City and the Commissioners Court of the County.

Otherwise, the terms used herein have the meanings ascribed to them in Chapter 311, Texas Tax Code.

II. BACKGROUND

On January 4, 2018, the City created the Zone by adoption of City Ordinance No. 0-18-01-04-12A, for the purposes of development and/or redevelopment of the property within the Zone pursuant to the Zone Project Plan. The City has agreed to participate in the Zone by contributing tax increments produced in the Zone to the Tax Increment Fund based on a contribution of **fifty percent (50%)** of its tax rate on real property beginning on the Effective Date of this Agreement and ending when TIF related debt is repaid.

The County desires to participate in the Zone in consideration for the agreements set forth below. The parties now desire to enter into an Interlocal Agreement pursuant to Section 311.013(f) of the Texas Tax Code.

III. OBLIGATIONS OF COUNTY

A. Tax Increment Participation

For and in consideration of the agreement of the parties set forth herein, and subject to the remaining subsections of this section, the participation of the County shall be (1.) for a maximum term of **twenty (20) years** beginning on the Effective Date of this Agreement; or (2.) until the County Tax Increment Participation contribution to the TIF Fund reaches **$5,500,000.00**; or (3.) upon a condition set out herein, or (4.) at such other date as the Zone may be terminated by operation of law, **whichever event occurs earlier**. During such period of this Agreement, the County agrees to participate in the Zone by contributing the percentage of its tax rate (the "Participation Percentage") as set forth below (not including the County's Road & Bridge Tax Rate or Debt Service Tax Rate) on real property on the tax increment attributed to the Captured Appraised Value in the Zone attributable to the County, subject to the limitations set forth herein; provided, however, any County or City Roll Back Taxes shall not be paid into the TIF Fund and

shall remain with the County. In no event shall the County Tax Increment Participation contribution to the TIF Fund exceed a total of **$5,500,000.00**. Upon reaching the total County Tax Increment Participation contribution of **$5,500,000.00** prior to the expiration of this Agreement's maximum term of **twenty (20) years**, as set forth above, the participation of the County in this Agreement shall terminate unless the County by official action of the Commissioners Court and the City by action of the City Council agrees in writing to extend this Agreement. The County's Participation Percentage shall be **fifty percent (50%)**.

B. County Tax Increment Limitation

The County is not obligated to pay the County Tax Increment Participation from any source other than taxes collected on the Captured Appraised Value, not including taxes collected resulting from the Road & Bridge Tax Rate or the Debt Service Tax Rate. Furthermore, the County has no duty or obligation to pay the County Tax Increment Participation from any other County taxes or revenues, or until the County Tax Increment Participation in the Zone is actually collected. The obligation to pay the County Tax Increment Participation accrues as the County collects taxes representing the County Tax Increment Participation, and payment shall first be due **thirty (30) days** after February 1 of each year when any eligible taxes from the Zone are collected and thereafter yearly, thirty (30) days after February 1. No interest or penalty will be charged to the County for any late payment received from the County; provided, however, the penalty and interest received by the County on any delinquent taxes from the County Tax Increment Participation shall be paid to the Tax Increment Fund less any collection fees and expenses. Any portion of the taxes representing the County Tax Increment Participation that are paid to the County and subsequently refunded to the tax payer pursuant to the provision of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund.

C. Expansion of the Zone

The obligation of the County to participate in the Zone is limited to the area described in the Zone as of the Effective Date of this Agreement, as set out in the attached Exhibit "1". The County's participation does not extend to the tax increment on any expansion of the boundaries of the Zone or on any other project(s) added to the Zone unless the County specifically agrees in writing to participate in the additional area or in the additional project(s).

D. Board of Directors

Notwithstanding anything to the contrary in the City's ordinance creating the Zone, pursuant to the provisions of Sections 311.009(a), Texas Tax Code, the County shall have the unequivocal right to appoint and, thereafter, at all times, maintain two (2) members on the five-member Board of Directors of the Zone. The size of the Board of Directors of the Zone as specified in the City's ordinance creating the five-member Board in accordance with this Agreement shall not be changed or increased unless the County specifically agrees to the change. The Parties agree that the County's right to appoint **forty percent (40%)** of the members of the board of directors shall be preserved if the board is enlarged. Failure of the County to appoint persons to the Board of Directors of the Zone by February 1, 2018 shall not be deemed a waiver of the County's right to make an appointment at a later date. The County shall receive advance written notice of all meetings of the Board and copies of all actions by the Board.

E. Contribution of Right-of-Way and Drainage

In addition to its Tax Increment Participation, the County has agreed to contribute and convey, pursuant to the terms and conditions of an interlocal agreement between City and County, a right-of-way and a drainage tract, both being described by metes and bounds and further depicted

in the sketch attached hereto as Exhibit "2", which is incorporated herein by reference for all purposes.

IV. OBLIGATIONS OF THE CITY AND THE ZONE

A. Amendment of Ordinance

The Ordinance creating the Zone designates the boundaries, the eligible real properties for the calculation of tax increment for the Zone and the specific participation level of the City. All amendments to the Ordinance shall be approved by a majority of the members of the Board of Directors of the Zone and a majority of the members of the Williamson County Commissioners Court prior to approval by the City Council. If the City Council approves an amendment to the Ordinance different from the amendment approved by the Williamson County Commissioners Court, the County shall suspend payment into the Tax Increment Fund as described in Section III until the amendment is approved by the Williamson County Commissioners Court.

B. Zone Project Plan and Zone Finance Plan

The County Commissioners Court may review and comment upon any proposed amendment to the Zone Project Plan and Zone Finance Plan prior to its approval by the City Council. The City agrees to provide the County with any proposed amendments to the Zone Project Plan and Zone Finance Plan at least **fourteen (14) days** prior to their submission to the City Council for approval. No amendment to the Zone Project Plan and/or Zone Finance Plan shall be effective until it is approved by the Commissioners Court of the County, while the County is a participant in the TIRZ.

C. Disposition of Tax Increments

Upon termination of the Zone, and after all obligations and bonded indebtedness of the Zone have been paid, the City and the Zone shall pay to the County, within **sixty (60) days** of said termination, all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment Participation paid by the County into the Tax Increment Fund.

Furthermore, if the projects to be undertaken pursuant to the Zone Project Plan are not undertaken, are discontinued, or are terminated, all monies remaining in the Tax Increment Fund after satisfaction of lawful claims, shall be paid to the participating taxing entities in proportion to their respective share of the total amount of tax increments derived from taxable real property in the Zone that were deposited in the Tax Increment Fund during the Funds existence. In no event shall payment of monies to the participating taxing units exceed **ninety (90) days** from the date of termination and settlement of all claims.

D. Audits

In the event the City creates a redevelopment authority or other special district in connection with the Zone, the City shall provide to the County a copy of each of the audits required by the agreement between the City, the Zone and any such redevelopment authority or special district within **thirty (30) days** of receipt of each audit.

On or before the **one-hundred fiftieth (150th)** day following the end of the fiscal year of the City, the governing body of the City of Hutto shall submit to the Williamson County Judge, other participating taxing jurisdictions and the State of Texas Comptroller, a report of the status of the Zone. The contents of the report must contain all information required under section 311.016 of the Texas Tax Code.

E. Deposit of Penalties Received by City

As an inducement to have the County participate in this Agreement, the City agrees that any penalty and interest received by the City on any delinquent taxes attributable to the City's tax increment participation in the Zone shall be paid to the Tax Increment Fund less any collection fees and expenses.

F. Transfer of Real Property

The parties understand and agree the County's approval of this Agreement was conditioned and based upon the prior approval by City and County of an interlocal agreement providing for the exchange of certain City and County land with payment by City to County of certain funds and upon the City's prior approval and execution of a development agreement between the developer of the Co-Op Property and the City.

V. LIMITATIONS ON TAX INCREMENT DEPOSITS AND USE OF FUNDS

This Agreement is based on the following conditions, and the City agrees and acknowledges the County's right to enforce the conditions contained herein by injunction or any other lawful means in the event one or more of such conditions are not satisfied, to wit:

a. The tax increment deposited into the Tax Increment Fund by the County shall be used to pay County TIF Funded Projects costs as set forth and identified in the Zone Project Plan and Zone Finance Plan, and shall not include any other any other projects or costs for administration, overhead, or management of the Zone, or costs for municipal or educational facilities. In no event may the Zone Project Plan and/or Zone Finance Plan be amended unless otherwise approved by the Williamson County Commissioners Court as an amendment to this Agreement.

b. As defined, the Zone shall include real properties located within the boundaries as described in Ordinance No. 0-18-01-04-12A. If the Zone is expanded, the tax increment deposited into the Tax Increment Fund by the County may not be used for any infrastructure improvements, other public improvements or other project costs in any portion of the expanded area of the Zone unless approved by the Williamson County Commissioners Court as an amendment to this Agreement.

VI. TERM AND TERMINATION

A. Agreement Term

This Agreement becomes effective as of the date first above written upon the final signature hereto. The term of the Agreement shall commence on the Effective Date and continue thereafter (1.) for a maximum term of **twenty (20) years** from the Effective Date; or (2.) until the County Tax Increment Participation contribution to the TIF Fund reaches **$5,500,000.00**; or (3.) upon a condition set out herein, or (4.) at such other date as the Zone may be terminated by operation of law, **whichever event occurs earlier**. Nothing in this Agreement limits the authority of the Williamson County Commissioners Court to extend the term of the Agreement. Upon termination of the Agreement, the obligation of the County to contribute to the Tax Increment Fund for the Zone shall end; however, any refund obligations of the City, the Zone or any related redevelopment authority shall survive such termination.

VII. GENERAL AND MISCELLANEOUS

A. County's Right to Audit

The Parties agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after the termination or expiration of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the

City or the Hutto Reinvestment Zone Number One which are directly pertinent to the Zone, Zone Project Plan and Zone Financing Plan for the purposes of making audits, examinations, excerpts, and transcriptions. The Parties agree that County shall have access during normal working hours to all necessary City and/or the Hutto Reinvestment Zone Number One facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give City and/or the Hutto Reinvestment Zone Number One reasonable advance notice of intended audits.

B. Recitals

The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by all Parties.

C. Prior Written Agreements

This Agreement is without regard to any and all prior written contracts or agreements between the City and Williamson County regarding any other subject or matter, and does not modify amend ratify, confirm or renew any such other prior contract or agreement between the Parties.

D. Entire Agreement

This Agreement merges the prior negotiations and understanding of the Parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

E. Other Services

Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.

F. No Waiver of Immunity

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claim on behalf of any third party. No Party hereto relinquishes, waives, modifies, or alters to any extent whatsoever any immunity or defense under the laws of the State of Texas and of the United States on behalf of itself, its trustees, officers, employees, and agents as a result of this execution of the Agreement and performance of the covenants contained herein.

G. Amendments and Modifications

Unless otherwise specified herein, this Agreement may not be amended or modified except in writing executed by each of the Parties.

H. Severability

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Provided, however, in the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's or any other party's contributions or participation, then neither the County nor any other party shall have any liability for any incremental or other payments as many otherwise be provided for this Agreement.

I. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the **third (3rd) day** following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, returned receipt requested) addressed to the respective other Party at the address set out below or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party.

The initial addresses of the Parties, which any Party may change by giving written notice of its changed address to the other parties, are as follows:

City of Hutto	Zone	Williamson County
Attn: City Manager	Board of Directors for	Attn: County Judge
401 W. Front Street	Hutto Reinvestment	710 Main Street, Suite 101
Austin, Texas 78634	Zone Number One	Georgetown, Texas 78626
	401 W. Front Street	
	Hutto, Texas 78634	

J. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligations hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.

K. Assignment

No Party shall assign this Agreement at law or otherwise without the prior written consent of the other Parties. No Party shall delegate any portion of its performance under this Agreement without the written consent of the other Parties.

L. Successors

This Agreement shall bind and benefit the Parties. This Agreement does not create any personal liability on the part of any officer, agent or employee of the City, the Zone or the County.

M. Gender, Number and Headings

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the contest otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

N. Execution in Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the City, the County and the Zone have made and have executed this Agreement in multiple copies, each of which is an original.

WILLIAMSON COUNTY

By: _____
DAN A. GATTIS
COUNTY JUDGE

Date: January 18, 2018

CITY OF HUTTO

By: _____

ODIS JONES
CITY MANAGER

_____ _____

Attest Date 5/11/18

HUTTO REINVESTMENT ZONE
NUMBER ONE, CITY OF HUTTO, TEXAS

By: _____

Printed Name: Russell Daniel

Title: CHAIRMAN, BOARD OF DIRECTORS

_____ ~~5/11/18~~ RD 5/24/18

Attest Date

Exhibit "1"

ORDINANCE NO. O-18-01-04-12A

AN ORDINANCE TO CREATE REINVESTMENT ZONE NUMBER ONE, CITY OF HUTTO, TEXAS FOR THE PURPOSE OF PROMOTING REDEVELOPMENT WITHIN THE CORPORATE LIMITS OF THE CITY OF HUTTO

WHEREAS, the City Council (the "Council") of the City of Hutto (the "City") located in Williamson County, Texas (the "County" or "Williamson County") has determined, pursuant to Chapter 311 of the Texas Tax Code (the "Code" or the "Tax Increment Financing Act") that the contiguous area lying within the corporate limits of the City, as described in Exhibit A attached hereto (the "Zone"), is predominantly open and underdeveloped and substantially arrests or impairs the sound growth of the City, requiring creation of a reinvestment zone (a "Reinvestment Zone") to promote redevelopment within the corporate limits of the City;

WHEREAS, Chapter 311 of the Code provides for the creation of reinvestment zones to promote development or redevelopment of a contiguous or noncontiguous geographic area that is in the corporate limits of a municipality, in the extra-territorial jurisdiction of a municipality, or in both, if the governing body of the city determines that development or development would not occur solely through private investment in the reasonably foreseeable future;

WHEREAS, Chapter 311 of the Code permits the Council to establish a tax increment fund to be used to pay project costs for a Reinvestment Zone with no financial risk to the City;

WHEREAS, it is the general policy of the City to encourage new development and redevelopment that might benefit its residents without obligating City funds to development infrastructure;

WHEREAS, the Council anticipates the Commissioners Court (the "Court") for Williamson County will take action by order of the Court to participate in the Zone described herein; and

WHEREAS, the Council has determined that it is in the best interest of the City and its residents to create a Reinvestment Zone.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

1. Findings:

The City finds and determines that:

a. Improvements in the Zone will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the City.

b. The area contained within the Zone meets the requirements of Section 311.005(a)(2) of the Tax Increment Financing Act.

c. Prior to the adoption of this Ordinance (this "Ordinance"), the City has complied with the requirements of Section 311.003 of the Tax Increment Financing Act, including preparing a preliminary reinvestment zone financing plan, holding a public hearing, and publishing notice of the public hearing not later than the seventh day before the date of the hearing in a newspaper having general circulation in the City.

2. Creation of the Reinvestment Zone: Pursuant to Section 311.005(a)(2) of the Tax Increment Financing Act, the City designates as "Reinvestment Zone Number One, City of Hutto, Texas," a contiguous area lying within the corporate limits of the City, as described on Exhibit A attached hereto.

3. Effective Date and Termination of the Zone: The Zone shall take effect immediately upon the passage of this Ordinance. The Zone shall terminate on the earlier of:

a. The date the Board certifies to the City that all project costs and all tax-increment bonds or notes issued for the Zone have been paid and any money remaining in the tax-increment fund has been paid to the City and other taxing units levying taxes on property in the Zone; or

b. The date that there is a unanimous determination by all members of the Board that all project costs, tax increment bonds and interest on those bonds, and other obligations have been paid in full.

4. Board of Directors: Pursuant to Sections 311.004(a)(2) and 311.009 of the Tax Increment Financing Act, the Zone shall be governed by a board of directors (the "Board") as described below.

a. Number, Term, and Appointment: The Board of the Zone shall consist of five (5) members. The directors shall serve two (2) year terms. Each taxing unit other than the City and the County that levies taxes on real property in the Zone may appoint one member of the Board if the taxing unit has approved payment of all or part of the tax increment produced by the unit into the tax increment fund for the Zone. Such a taxing unit may waive its right to appoint a member of the Board. The City requests that Williamson County designate two individuals to be members of the Board and the City agrees to appoint the individuals designated by the County as members of the Board. The remaining three (3) members of the Board shall be appointed by Council. Appointment of the Board shall be by separate action of the Council. The five (5) Board member positions shall be designated as City of Hutto positions 1, 2 and 3 and Williamson County positions 4 and 5.

b. Qualifications: To be eligible for appointment to the Board, an individual must be at least 18 years of age and be a resident of Williamson County or a county adjacent to Williamson County.

c. Vacancies: A vacancy on the Board occurring for any reason shall be filled for the unexpired term by appointment of the governing body of the taxing unit that appointed the director who served in the vacant position.

d. Chairperson of the Board; Officers: Each year, the Council shall appoint one member of the Board to serve as chairperson for a term of one (1) year that begins on January 1 of the following year, and the County shall appoint one member of the Board to serve as a vice-chairperson to preside in the absence of the chairperson or when there is a vacancy in the office of chairperson. The Board may elect other officers as it considers appropriate.

e. Powers:

i. The Board shall make recommendations to the Council concerning the administration of the Zone pursuant to the Tax Increment Financing Act. The Council, by ordinance or resolution, may authorize the Board to exercise any of the City's powers with respect to the administration, management, or operation of the Zone or the implementation of the project plan for the Zone, except that the Council may not authorize the Board to:

1. issue bonds;
2. impose taxes or fees;
3. exercise the power of eminent domain; or
4. give final approval to the project plan for the Zone.

ii. The Board, the County and the Council may each enter into agreements as the Board or the Council considers necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes. An agreement may provide for the regulation or restriction of the use of land by imposing conditions, restrictions, or covenants that run with the land. An agreement may, during the term of the agreement, dedicate, pledge, or otherwise provide for the use of revenue in the tax increment fund to pay any project costs that benefit the Zone, including project costs relating to the cost of buildings, schools, or other educational facilities owned by or on behalf of a school district, community college district, or other political subdivision of this state, railroad or transit facilities, affordable housing, remediation of conditions that contaminate public or private land or buildings, the preservation of the façade of a private or public building, the demolition of public or private buildings, or the construction of a road, sidewalk, or other public infrastructure. An

agreement may dedicate revenue from the tax increment fund to pay the costs of providing affordable housing or areas of public assembly in or out of the Zone.

iii. The Board may exercise any power granted to the Council by Section 311.008 of the Tax Increment Financing Act, except that:

1. the City, by ordinance, resolution, or order, may restrict any power granted to the Board by this chapter; and
2. the Board may exercise a power granted to the City under Section 311.008(b)(2) only with the consent of the Council.

iv. The Board may exercise any power granted to a board under Chapter 311 of the Tax Increment Financing Act.

v. The Board and the Council may enter into a contract with a local government corporation or a political subdivision to manage the Zone or implement the project plan and reinvestment zone financing plan for the term of the agreement.

vi. Subject to the approval of the Council and the County, the Board, as necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the tax increment fund of the Zone in an aggregate amount not to exceed the amount of the tax increment produced by the City and paid into the tax increment fund for the Zone for activities that benefit the Zone and stimulate business and commercial activity in the Zone. For these purposes, on approval of the City, the Board has all the powers of a municipality under Chapter 380, Local Government Code.

vii. The Board or a local government corporation administering a reinvestment zone may contract with the City to allocate from the tax increment fund for the Zone an amount equal to the tax increment produced by the City and paid into the tax increment fund for the Zone to pay the incremental costs of providing municipal services incurred as a result of the creation of the Zone or the development or redevelopment of the land in the Zone, regardless of whether the costs of those services are identified in the project plan or reinvestment zone financing plan for the Zone.

viii. The Board shall keep the City and County informed of its actions and financial matters concerning the Zone.

f. Meetings: Meetings of the Board may be called at any time by the chairperson of the Board. Notice of any meeting may be given in writing or orally by such means as may be most convenient, but not later than three (3) days before the day of the meeting.

g. Quorum: A majority of the number of directors duly appointed and serving will constitute a quorum at a Board meeting.

5. Tax Increment Fund: Pursuant to Section 311.014 of the Tax Increment Financing Act, a tax increment fund for the Zone shall be created and managed by the City as follows:

a. In addition to the deposits required by Section 311.013 of the Tax Increment Financing Act, all revenues from the sale of tax increment bonds or notes, revenues from the sale of any property acquired as part of the tax increment financing plan, and other revenues to be used in the Zone shall be deposited in the tax increment fund ("Fund") for the Zone.

b. Money may be disbursed from the Fund only to satisfy claims of holders of tax increment bonds or notes issued for the Zone, to pay project costs for the Zone, to make payments pursuant to an agreement made under Section 311.010(b) of the Tax Increment Financing Act dedicating revenue from the tax increment fund, or to repay other obligations incurred for the Zone.

c. Subject to an agreement with the holders of tax increment bonds or notes, money in the Fund may be temporarily invested in the same manner as other funds of the City.

d. After all project costs, all tax increment bonds or notes issued for the Zone, and any other obligations incurred for the Zone have been paid, and subject to any agreement with bondholders, any money remaining in the Fund shall be paid to the City, the County and other taxing units levying taxes on property in the Zone in proportion to the City's, the County's and each other unit's respective share of the total amount of tax increments derived from taxable real property in the Zone that were deposited in the Fund during the Fund's existence.

e. A taxing unit that levies taxes on real property in the Zone may make a loan to the Board for deposit in the Fund for the Zone if the governing body for the taxing unit determines that the loan is beneficial to, and serves a public purpose of, the taxing unit. The loan is payable on the terms agreed to by the taxing unit, or an instrumentality of the taxing unit if applicable, and the Board. Such a loan:

i. is not considered to be a tax increment bond or note under Section 311.015 of the Tax Increment Financing Act; and

ii. is considered to be:

1. an authorized investment under Chapter 2256, Government Code; and
2. an obligation incurred for the Zone.

6. Repeal: All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

8. Effective: This Ordinance shall be published **January 10, 2018** and **January 14, 2018** and become effective in accordance with the laws of the State of Texas on the **14th day of January, 2018.**

READ, CONSIDERED, PASSED, AND APPROVED ON FIRST READING by the City Council of the City of Hutto at a regular meeting on the 21st day of December, 2017, at which a quorum was present and for which due notice was given pursuant to Section 551.001 et seq. of the Texas Government Code.

READ, CONSIDERED, PASSED, APPROVED and ADOPTED ON SECOND and FINAL READING by the City Council of the City of Hutto at a regular meeting on the 4th day of January, 2018, at which a quorum was present and for which due notice was given pursuant to Section 551.001 et seq. of the Texas Government Code.

Doug Gaul, Mayor

ATTEST:

Lucretia Alvarez, City Secretary

EXHIBIT " A "

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 40.4913 ACRES (1,763,802 SQUARE FEET), PARTIALLY OUT OF THE WILLIAM J. BROWN SURVEY NO. 22, ABSTRACT NO. 105, AND PARTIALLY OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 2.814 ACRES TRACT CONVEYED TO W L D PETERSON INVESTMENTS-HUTTO, LLC IN DOCUMENT NO. 20150148567 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 8.62 ACRE TRACT CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2008077696 (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOT 23 BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAVE AND EXCEPT A PORTION OF A CALLED 0.055 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2017025032 (O.P.R.W.C.T), AND BEING A PORTION OF LIVE OAK STREET (RIGHT-OF-WAY VARIES), AND BEING ALL OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOTS 23 & 24 BLOCK A, OF SAID HUTTO SQUARE COMMERCIAL LOTS, AND BEING ALL OF A CALLED 11.157 ACRE TRACT (DESCRIBED AS TRACT I, SAVE AND EXCEPT A PORTION OF A CALLED 0.055 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2017025032 (O.P.R.W.C.T)), AND BEING A PORTION OF PECAN STREET (50' RIGHT-OF-WAY), AND BEING ALL OF A CALLED 1.256 ACRE TRACT (DESCRIBED AS TRACT II), SAID TRACT II BEING ALL OF LOTS 7 THROUGH 12, BLOCK 8, I. & G. N. RAILROAD ADDITION, A SUBDIVISION RECORDED IN VOLUME 50, PAGE 251 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), AND BEING ALL OF A 1.364 ACRE TRACT (DESCRIBED AS TRACT III) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2003119272 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.691 ACRE TRACT (DESCRIBED AS TRACT IV) SAID TRACT IV BEING ALL OF LOTS 1-4 AND A PORTION OF LOT 5, BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, SAVE AND EXCEPT THE PORTION OF SAID LOTS 4 AND 5 CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 2003044735 (O.P.R.W.C.T), SAID TRACTS I-IV CONVEYED TO THE CITY OF HUTTO, TEXAS, IN DOCUMENT NO. 2003119272 (O.P.R.W.C.T), AND BEING A PORTION OF SHORT STREET (50' RIGHT-OF-WAY), AND BEING A PORTION OF U.S. HIGHWAY 79 (RIGHT-OF-WAY VARIRES), AND BEING ALL OF A 0.02 ACRE TRACT (DESCRIBED AS TRACT 2) AND A CALLED 0.01 ACRE TRACT (DESCRIBED AS TRACT 4) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2006070154 (O.P.R.W.C.T), SAID TRACTS 2 AND 4 BEING A PORTION OF AN ALLEY (17' RIGHT-OF-WAY) CROSSING BLOCK 8 OF SAID I. & G. N.

RAILROAD ADDITION (SAID TRACTS 2 AND 4 INCORRECTLY REFERENCED IN DOCUMENT NO. 2006070154 (O.P.R.W.C.T) THE ALLEY TO BE 20' WIDE), AND BEING A PORTION OF THE ALLEY (17' RIGHT-OF-WAY) CROSSING BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, AND BEING ALL OF A CALLED 1.442 ACRE TRACT (DESCRIBED AS TRACT II) AND A CALLED 2.919 ACRE TRACT (DESCRIBED AS TRACT III) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2004003059 (O.P.R.W.C.T), AND BEING ALL OF TRACTS NO. 1-4 CONVEYED TO HUTTO VOLUNTEER FIRE DEPARTMENT IN DOCUMENT NO. 2006070154 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.093 ACRE TRACT CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2016079125 (O.P.R.W.C.T), SAID 0.093 ACRE TRACT BEING A PORTION OF LOT 1, LOT 7 AND AN ALLEY (21' RIGHT-OF-WAY, VACATED PER DOCUMENT NO. 2015052472 (O.P.R.W.C.T)) IN BLOCK 9 OF SAID I. & G. N. RAILROAD ADDITION, AND BEING ALL OF A TRACT DESCRIBED AS A PORTION OF LOTS 5 & 6, BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 1997029237 (O.P.R.W.C.T), AND BEING ALL OF A CALLED 0.03 ACRE TRACT CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 2003044735 (O.P.R.W.C.T), AND BEING ALL OF A CALLED 0.03 ACRE TRACT CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 2000009118 (O.P.R.W.C.T), SAID 0.03 ACRE TRACT BEING A PORTION OF AN ALLEY (17' RIGHT-OF-WAY) CROSSING BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION (SAID DOCUMENT NO. 2000009118 (O.P.R.W.C.T) INCORRECTLY REFERENCES THE ALLEY TO BE 20' WIDE), AND BEING ALL OF LOT 1A, BLOCK 9 OF RAILROAD ADDITION, LOTS 1-4, 5 (S/PT), AND 7 BLOCK 9, AMENDED PLAT, RECORDED IN DOCUMENT NO. 2015080695 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.464 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2016077686 (O.P.R.W.C.T), AND BEING ALL OF LOT 14 OF THE HUTTO EXCHANGE, RECORDED IN CABINET G, SLIDES 185-186 (P.R.W.C.T.), SAID 40.4913 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron rod with illegible cap found in the east right-of-way of Exchange Boulevard (right-of-way varies), being the northwest corner of said W L D Peterson Investments tract, and being the southwest corner of Block "A" Hutto Square Section 1, a subdivision recorded in Cabinet W, Slide 263-267 (P.R.W.C.T.), and being the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, with the south line of Block A of said Hutto Square Section 1, and with the north line of said W L D Investments tract, and with the north line of Lot 23, Block A, of said Hutto Square Commercial Lots, and in part with the north lines of said City of Hutto 8.62 acre and 11.157 acre tract, **S83°12'42"E**, a distance of **1,185.52** feet to a 1/2-inch iron rod with illegible cap found for the northeast corner hereof, said point being in the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, and being the southeast corner of Lot 1, Block A of said Hutto Square Section 1, and being the northeast corner of Lot 23, Block A, of said Hutto Square Commercial Lots, and said City of Hutto 8.62 acre and 11.157 acre tracts;

THENCE, with the east lines of Lot 23, Block A, of said Hutto Square Commercial Lots, and said City of Hutto 8.62 acre and 11.157 acre tracts, in part with the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, **S07°51'48"W**, a distance of **43.14** feet to a calculated point for an angle point hereof,

being the southwest corner of said Block 13, I & GN Railroad Addition, said point being in the north right-of-way line of said W. Live Oak Street (right-of-way varies);

THENCE, with the north right-of-way line of said W. Live Oak Street and the south line of said Block 13, I & GN Railroad Addition, **N77°15'31"E**, a distance of **265.09** feet to a calculated point for the northeast corner hereof, being the southeast corner of said Block 13, I & GN Railroad Addition, and being in the west right-of-way line of West Street (80' right-of-way);

THENCE, in part over and across said W. Live Oak Street, with the west right-of-way line of said West Street, in part with the east line of said 0.464 acre Hill Country Bible Church Hutto tract, and in part with the east line of said Lot 1A, in part over and across said Pecan Street, with the east line of said Hutto Volunteer Fire Department tract, the east line of said 0.03 acre vacated 20' Alley, the east line of said portion of Lots 5 and 6, Block 8 Railroad Addition being the east line of said Copeland tract described in Doc. No. 1997029237 (O.P.R.W.C.T.), **S12°33'09"E**, a distance of **566.05** feet to a calculated point for an exterior ell-corner hereof, said point being at northeast corner of a called 0.13 acre tract conveyed to Jaspas Properties, LLC, in Document No. 2008077200 (O.P.R.W.C.T.), and being at the southeast corner of said Copeland tract described in Doc. No. 1997029237 (O.P.R.W.C.T.);

THENCE, leaving the west right-of-way line of said West Street and the east line of Lot 6, Block 8 of said I. & G. N. Railroad Addition, with the south line of said Copeland tract described in Doc. No. 1997029237 (O.P.R.W.C.T.), in part with the north line of said Jaspas Properties tract, and in part with the north line of a tract described as a portion of Lots 5 and 6, Block 8 of said I. & G. N. Railroad Addition, conveyed to Leroy Cast in Volume 1159, Page 263 of the Official Records of Williamson County, Texas (O.R.W.C.T.), **S77°14'55"W**, a distance of **79.26** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an interior ell-corner hereof, said point being at the southwest corner of said Copeland tract described in Doc. No. 1997029237 (O.P.R.W.C.T.), and being the northwest corner of a said Cast tract, and being the southeast corner of said 0.03 acre Copeland tract, and being a northeast corner of the remainder of said 0.691 acre City of Hutto tract;

THENCE, with the common line of said Cast tract and 0.691 acre City of Hutto tract, **S14°18'53"E**, a distance of **74.85** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an exterior ell-corner hereof, said point being in the north right-of-way line of Farley Street (80' right-of-way), and being in the south line of Lot 5, Block 8 of said I. & G. N. Railroad Addition, and being the southwest corner of said Cast tract, and being the southeast corner of said 0.691 acre City of Hutto tract;

THENCE, with the north right-of-way line of said Farley Street, and with the south line of Block 8 of said I. & G. N. Railroad Addition and said 0.691 acre City of Hutto tract, **S77°03'02"W**, a distance of **192.83** feet to a calculated point for an interior ell-corner hereof, said point being at the intersection of the north right-of-way line of said Farley Street with the east right-of-way line of said Short Street (50' right-of-way);

THENCE, with the east right-of-way line of said Short Street, in part over and across said U. S. Highway 79, **S12°42'36"E**, a distance of **434.49** feet to a calculated point for the southeast corner hereof, being in the south right-of-way line of said U.S. Highway 79 (right-of-way varies), and being the southeast corner of said 1.364 acre City of Hutto tract;

THENCE, with the south right-of-way line of said US Highway 79, the following four (4) courses and distances:

1) **87.79** Feet along the arc of a curve to the left, having a radius of **2,824.79** feet, and a chord which bears **S72°55'16"W**, a distance of **87.78** feet to a calculated point for a point of tangency hereof,
2) **S72°19'10"W**, a distance of **324.82** feet to a calculated point for a point of curvature hereof,

3) **253.45** Feet along the arc of a curve to the right, having a radius of **2,904.42** feet, and a chord which bears **S74°47'49"W**, a distance of **253.37** feet to a calculated point for a point of tangency hereof, and
4) **S77°20'10"W**, a distance of **278.92** feet to a calculated point for the southwest corner hereof;

THENCE, leaving the south right-of-way line of said U.S. Highway 79, in part over and across said U. S. Highway 79, and in part with the east lines of said 0.11 acre tract and said Lot 25A, and in part with the west lines of said 1.442 acre, said 2.919 acre and said 11.157 acre City of Hutto tracts, **N07°31'47"E**, a distance of **407.06** feet to a 1/2-inch iron rod with "Coalter-1481" cap found for an interior ell-corner hereof, said point being in the west line of said 11.157 acre City of Hutto tract, and being at the northeast corner of said Lot 25A, and being a southeast corner of Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract;

THENCE, with the common line of said Lot 25A, Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract, **N86°13'57"W**, a distance of **307.47** feet to a disturbed 1/2-inch iron rod found for an interior ell-corner hereof, said point being in the east line of Lot 14 of the Hutto Exchange, recorded in Cabinet G, Slides 185-186 (P.R.W.C.T.), and being the common west corner of Lot 25A, Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract;

THENCE, with the east and south lines of said Lot 14, in part with the north line of said Lots 25A & 25B, in part with the north line of Lot 2A of the Resubdivision of Lot 2, Hutto Exchange, recorded in Cabinet AA, Slides 211-212 (P.R.W.C.T.), and in part with the east right-of-way line of Exchange Boulevard (right-of-way varies), the following three (3) courses and distances:

1) **S07°20'38"W**, a distance of **37.49** feet to a calculated point for an exterior ell-corner hereof,
2) **N79°31'52"W**, a distance of **188.64** feet to a calculated point for an angle point hereof, and
3) **N67°36'52"W**, a distance of **211.01** feet to a chiseled "X" found in concrete for the southwest corner hereof, said point being a corner in the east right-of-way line of said Exchange Boulevard, and being the southwest corner of said Lot 14;

THENCE, with the east right-of-way line of said Exchange Boulevard and the west line of said Lot 14, the following four (4) courses and distances:

1) **15.69** Feet along the arc of a curve to the left, having a radius of **680.00** feet, and a chord which bears **N07°41'36"W**, a distance of **15.69** feet to a calculated point for a point of reverse curvature hereof,
2) **193.73** Feet along the arc of a curve to the right, having a radius of **370.00** feet, and a chord which bears **N06°38'44"E**, a distance of **191.52** feet to a mag nail in asphalt found for a point of reverse curvature hereof,
3) **96.13** Feet along the arc of a curve to the left, having a radius of **430.00** feet, and a chord which bears **N15°13'50"E**, a distance of **95.93** feet to a chiseled "X" found in concrete for a point of non-tangency hereof, and
4) **S83°05'40"E**, a distance of **5.40** feet to a 1/2-inch iron rod with "RJ" cap found for an interior ell-corner hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being in the north line of said Lot 14, and being the southwest corner of said Williamson County tract, and being a southwest corner of said Lot 23;

THENCE, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract, and in part with the west lines of said Lots 23 & 24, and in part the west line of said W L D Peterson Investments tract, the following six (6) courses and distances:

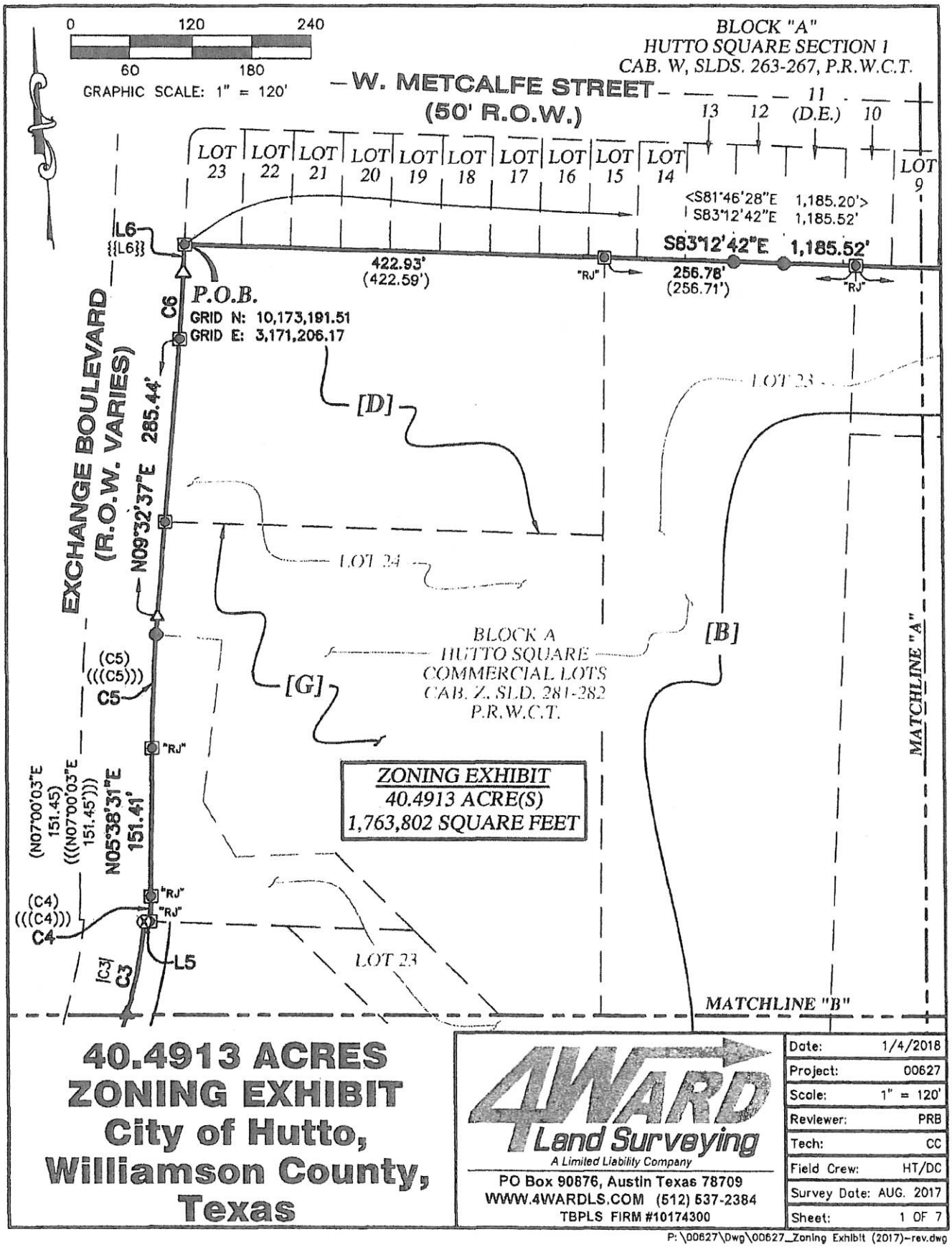
1) **25.84** Feet along the arc of a curve to the left, having a radius of **435.00** feet, and a chord which bears **N07°40'10"E**, a distance of **25.83** feet to a 1/2-inch iron rod with "RJ" cap found for a point of tangency hereof,
2) **N05°38'31"E**, a distance of **151.41** feet to a 1/2-inch iron rod with "RJ" cap found for a point of curvature hereof,
3) **134.63** Feet along the arc of a curve to the right, having a radius of **1,965.00** feet, and a chord which bears **N07°27'50"E**, a distance of **134.61** feet to a 1/2-inch iron rod found at a point of tangency hereof, and
4) **N09°32'57"E**, a distance of **285.44** feet to a 1/2-inch iron rod with illegible cap found in the east line of said W L D Petersen tract;
5) **67.91** Feet along the arc of a curve to the left, having a radius of **2,035.00** feet, and a chord which bears **N08°13'05"E**, a distance of **67.91** feet to a calculated point for a point of tangency hereof,
6) **N07°15'38"E**, a distance of 28.90 feet to the **POINT OF BEGINNING** and containing 40.4913 Acres (1,763,802 Square Feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627_rev2.dwg).

1/4/2018

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC

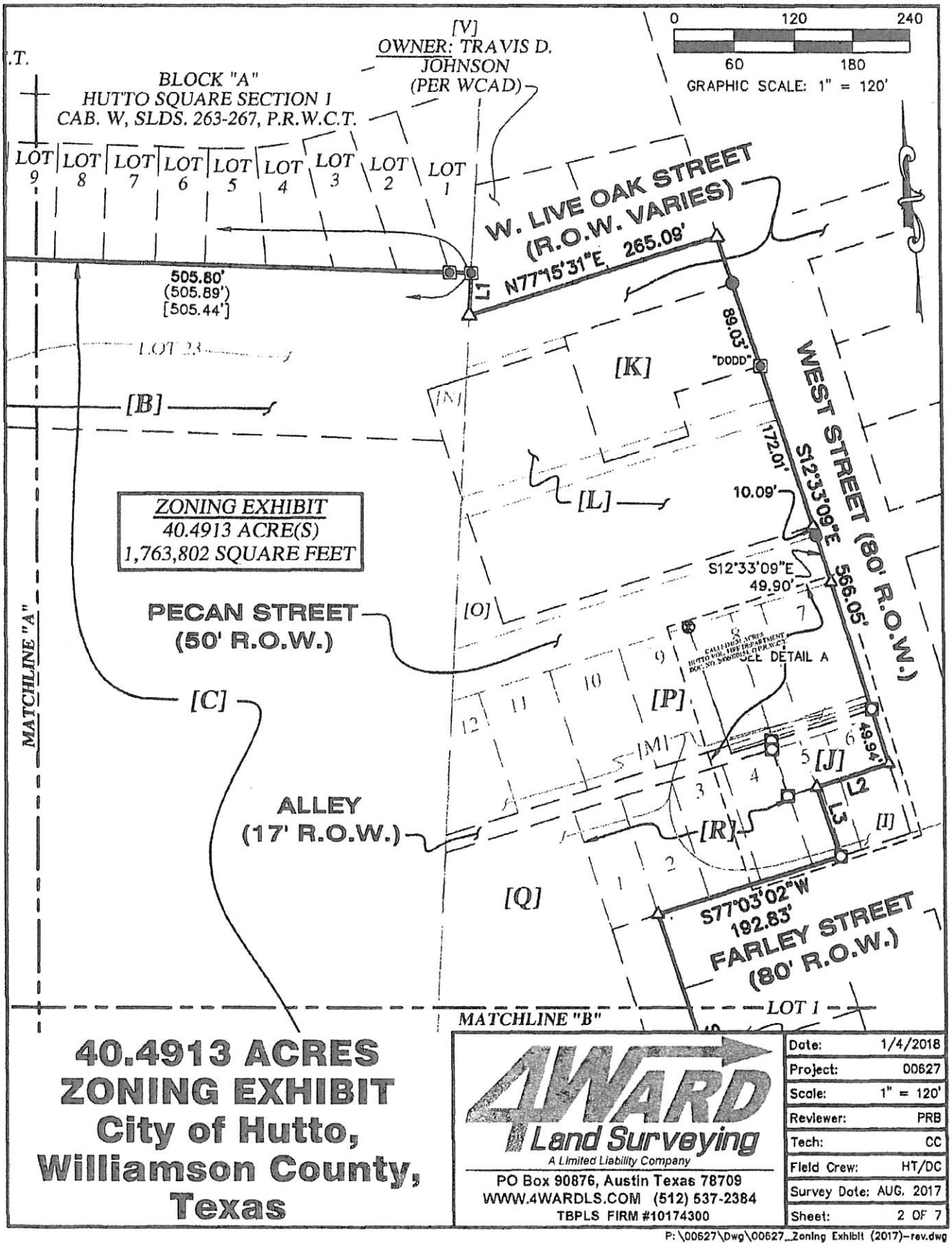


40.4913 ACRES
ZONING EXHIBIT
City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	1/4/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 7

P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev.dwg



40.4913 ACRES ZONING EXHIBIT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
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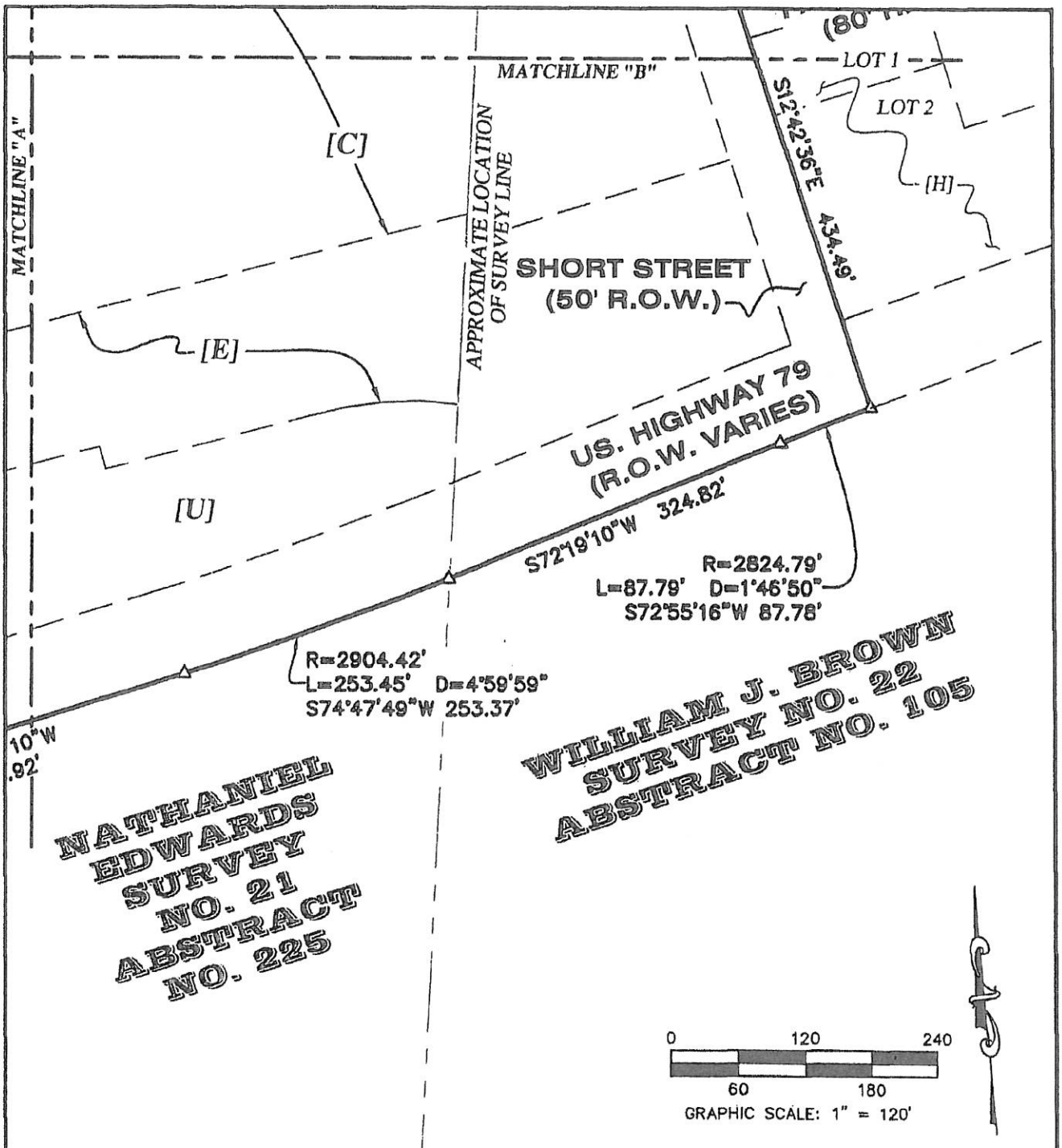
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	2 OF 7

P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev.dwg

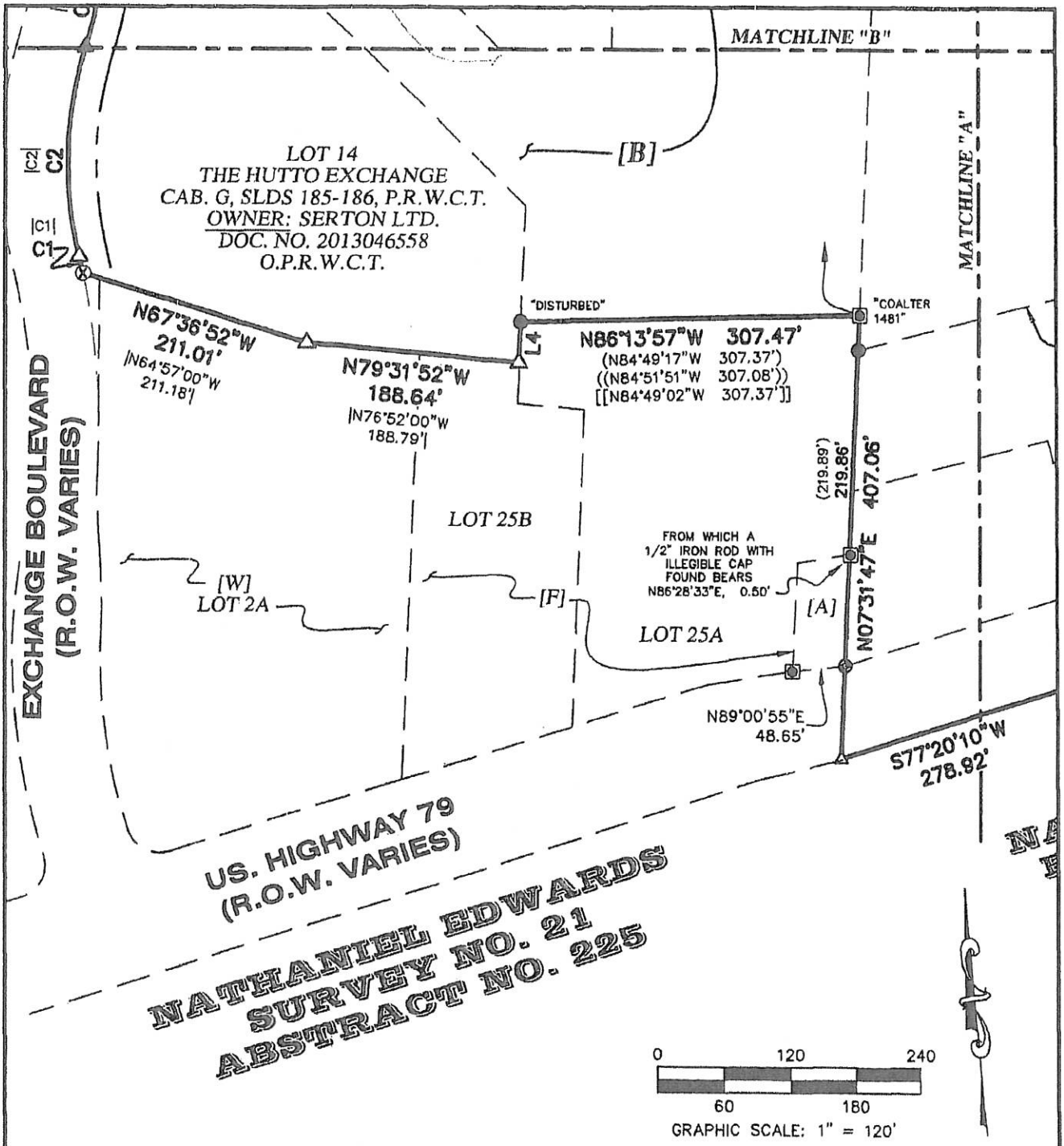


40.4913 ACRES ZONING EXHIBIT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	1/4/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	3 OF 7

P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev.dwg



40.4913 ACRES
ZONING EXHIBIT
City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

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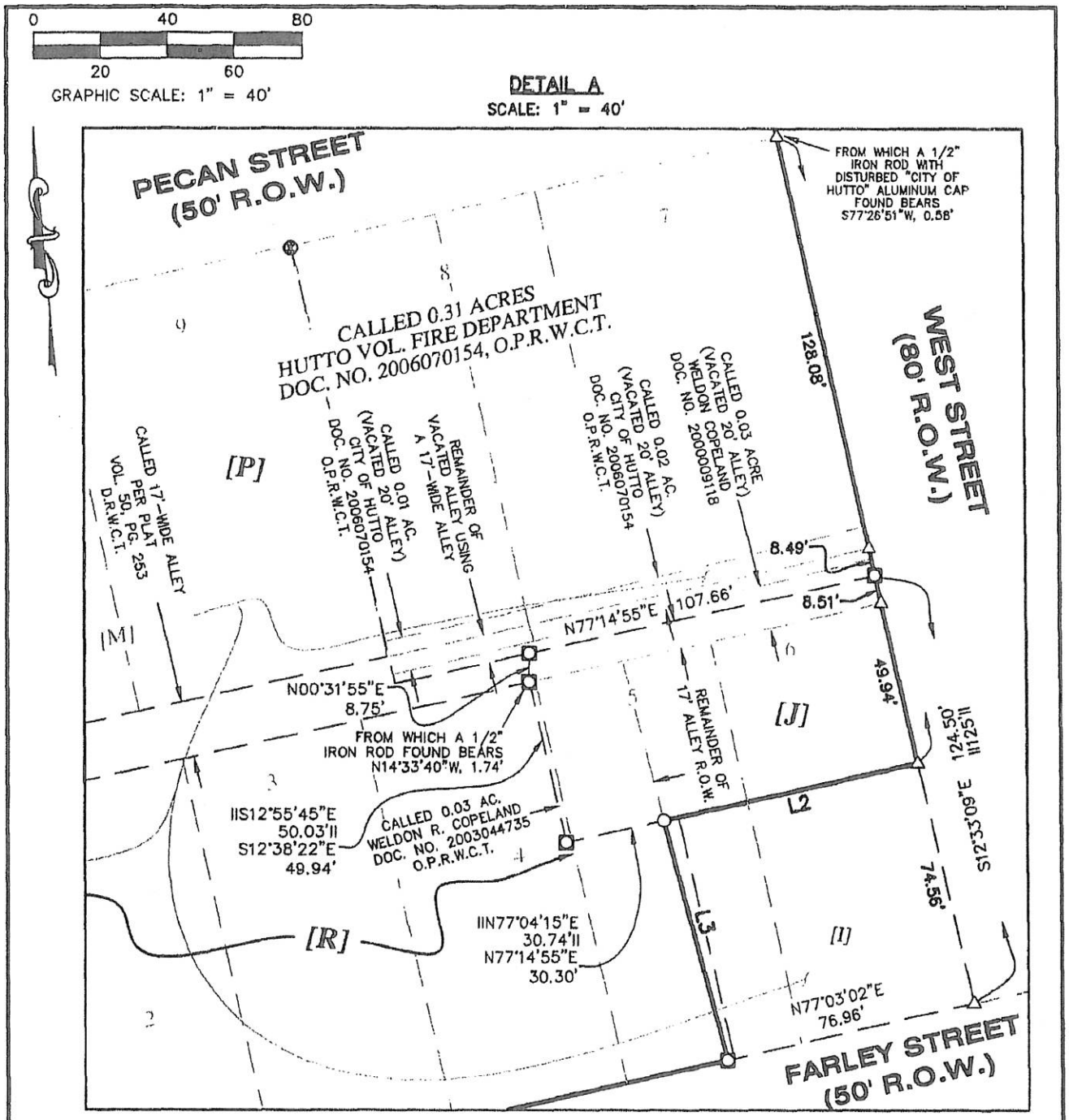
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	4 OF 7

P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev.dwg



40.4913 ACRES ZONING EXHIBIT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	1/4/2018
Project:	00627
Scale:	1" = 40'
Reviewer:	SMD
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	5 OF 7

P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev.dwg

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S07°51'48"W	43.14'
L2	S77°14'55"W	79.26'
L3	S14°18'53"E	74.85'
L4	S07°20'38"W	37.49'
L5	S83°05'40"E	5.40'
L6	N07°15'38"E	28.90'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
{{L6}}	N09°00'52"E	28.95'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	15.69'	680.00'	1°19'19"	N07°41'36"W	15.69'
C2	193.73'	370.00'	29°59'57"	N06°38'44"E	191.52'
C3	96.13'	430.00'	12°48'33"	N15°13'50"E	95.93'
C4	25.84'	435.00'	3°24'12"	N07°40'10"E	25.83'
C5	134.63'	1,965.00'	3°55'33"	N07°27'50"E	134.61'
C6	67.91'	2,035.00'	1°54'43"	N08°13'05"E	67.91'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
|C1|	15.69'	680.00'	1°19'19"	N04°50'20"W	15.69'
|C2|	193.74'	370.00'	30°00'02"	N09°30'00"E	191.53'
|C3|	95.84'	430.00'	12°46'12"	N18°06'54"E	95.64'
(C4)	25.81'	435.00'	3°24'00"	N08°42'03"E	25.81'
(((C4)))	25.81'	435.00'	3°24'00"	N08°42'03"E	25.81'
(C5)	134.74'	1,965.00'	3°55'44"	N08°57'55"E	134.72'

1/4/2018

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS.

40.4913 ACRES ZONING EXHIBIT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	1/4/2018
Project:	00627
Scale:	1" = 120'
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Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	6 OF 7

P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev.dwg

[A] CALLED 0.11 ACRE
OWNER: ATMOS ENERGY
(PER WCAD)
VOL. 238, PG. 172,
D.R.W.C.T.

[B] CALLED 8.62 ACRES
OWNER: CITY OF HUTTO
DOC. NO. 2008077696
O.P.R.W.C.T.

[C] CALLED 11.157 ACRES
(TRACT 1)
OWNER: CITY OF HUTTO
DOC. NO. 2003119272,
O.P.R.W.C.T.

[D] CALLED 2.814 ACRES
OWNER: W L D PETERSEN
INVESTMENTS-HUTTO, LLC
DOC. NO. 2015048567
O.P.R.W.C.T.

[E] CALLED 2.919 ACRES
OWNER: CITY OF HUTTO
DOC. NO. 2004003059
O.P.R.W.C.T.

[F] BLOCK A, HUTTO
SQUARE
COMMERCIAL LOTS PHASE B
CAB. BB, SLDS. 184-186
P.R.W.C.T.

[G]
CALLED 4.43 ACRES
OWNER: WILLIAMSON
COUNTY
DOC. NO. 2005053311
O.P.R.W.C.T.

[H] BLOCK 1, AMENDED
PLAT OF
LOTS 1 THROUGH 9,
INCLUSIVE,
AND LOTS 12, 13, AND 14,
AND
THE 17-FOOT ALLEY IN
BLOCK 1
OF I&GN RAILROAD
ADDITION
ORIGINAL CITY OF HUTTO
CAB. EE, SLD. 293,
P.R.W.C.T.

[I] CALLED 0.13 ACRE
PART OF LOTS 5 AND 6
BLOCK 8, I &GN RAILROAD
ADDITION
OWNER: JASPAS PROPERTIES,
LLC
DOC. NO. 2008077200,
O.P.R.W.C.T.

[J] PART OF LOTS 5 AND 6
BLOCK 8 I & G RAILROAD ADDN
OWNER: WELDON R. COPELAND
DOC. NO. 1997029237,
O.P.R.W.C.T.

[K] CALLED 0.464 ACRE
OWNER: HILL COUNTRY
BIBLE CHURCH HUTTO
DOC. NO. 2016077686,
O.P.R.W.C.T.

[L] LOT 1A, BLOCK 9
RAILROAD ADDITION
LOTS 1-4, 5 (S/PT)
AND 7, BLOCK 9 AMENDED
PLAT NO. 2015080695
DOC. O.P.R.W.C.T.

[M] I &GN RAILROAD
ADDITION
ORIGINAL MAP OF HUTTO
LOTS 1-12, BLOCK 8
VOL. 50, PG. 253, D.R.W.C.T.

[N] CALLED 0.055 ACRE
OWNER: HILL COUNTRY
BIBLE CHURCH HUTTO
DOC. NO. 2017025032,
DOD. O.P.R.W.C.T.

[O] CALLED 0.093 ACRE
OWNER: CITY OF HUTTO
DOC. NO. 2016079125
DOD. O.P.R.W.C.T.

[P] CALLED 1.256 ACRE
(DESCRIBED AS TRACT II)
OWNER: CITY OF HUTTO
DOC. NO. 2003119272,
O.P.R.W.C.T.

[Q] CALLED 1.364 ACRE
(DESCRIBED AS TRACT III)
CITY OF HUTTO
DOC. NO. 2003119272,
O.P.R.W.C.T.

[R] CALLED 0.691 ACRE
TRACT (DESCRIBED AS
TRACT IV)LOTS 1-4 & A
PORTION OF LOT 5, BLOCK 8
I & G RR ADDITION
OWNER: CITY OF HUTTO
DOC. NO. 2003119272,
O.P.R.W.C.T.

[U] CALLED 1.442 ACRES
OWNER: CITY OF HUTTO
DOC. NO. 2004003059,
O.P.R.W.C.T.

[V] PORTION OF LOT 1,
BLOCK
13, I & GN RAILROAD
ADDITION
VOL. 50, PG. 253, D.R.W.C.T.

[W] RESUBDIVISION OF LOT 2
THE HUTTO EXCHANGE
CAB. AA, SLDS. 211
P.R.W.C.T.

[X] REAMINDER OF TRACT
DESCRIBED IN VOL. 1159, PG.
563 D.R.W.C.T.

[Y] OWNER: ELEDA GONZALES
DOC. NO. 2012046524,
O.P.R.W.C.T.

LEGEND

———	PROPERTY LINE	P.O.B.	POINT OF BEGINNING
— —— —	EXISTING PROPERTY LINES	{|.....|}	RECORD INFORMATION PER DOC. NO. 2016077686
- - - - -	EXISTING EASEMENTS	([.....])	RECORD INFORMATION PER DOC. NO. 2008077200
○	1/2" IRON ROD WITH "WARD-5811" CAP SET	|.....|	RECORD INFORMATION PER PLAT CAB. G, SLD. 185
●	1/2" IRON ROD FOUND (UNLESS NOTED)	||.....||	RECORD INFORMATION PER PLAT VOL. 50, PG. 253
◙	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)	{.....}	RECORD INFORMATION PER DEED DOC. NO. 2017025032
⊗	CHISELED "X" FOUND IN CONCRETE	(.....)	RECORD INFORMATION PER PLAT VOL. Z PGS. 281-282
⊘	TXDOT TYPE II BRASS DISC FOUND	((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696
△	CALCULATED POINT	(((.....)))	RECORD INFORMATION PER DEED DOC. NO. 2005053311
⊛	COTTON SPINDLE FOUND	[.....]	RECORD INFORMATION PER DEED DOC. NO. 2003119272
▲	MAG NAIL FOUND	[[.....]]	RECORD INFORMATION PER PLAT CAB. BB, SLDS. 184-186
◬	MAG WITH "WARD-5811" WASHER SET	[[[.....]]]	RECORD INFORMATION PER PLAT DOC. NO. 2015080695
□	1/2" IRON ROD WITH "CITY OF HUTTO - PROPERTY CORNER" ALUMINUM CAP FOUND	<.....>	RECORD INFORMATION PER PLAT CAB. W, SLDS. 263-264
DOC. #	DOCUMENT NUMBER	<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2016079125
P.U.E.	PUBLIC UTILITY EASEMENT	<<<.....>>>	RECORD INFORMATION PER DEED DOC. NO. 2004003059
B.L.	BUILDING LINE	[(.....)]	RECORD INFORMATION PER TX DOT R.O.W. MAP
VOL./PG.	VOLUME, PAGE	|||.....|||	RECORD INFORMATION PER PLAT CAB. AA, SLD. 211
CAB./SLD.	CABINET, SLIDE	{{.....}}|	RECORD INFORMATION PER DEED DOC. NO. 2015048567
R.O.W.	RIGHT-OF-WAY		
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS		
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS		
D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS		

40.4913 ACRES ZONING EXHIBIT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	1/4/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	SMD
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	7 OF 7

P:\00627\Dwg\00627_Zoning Exhibit (2017)-rev.dwg

TIRZ Boundary Map

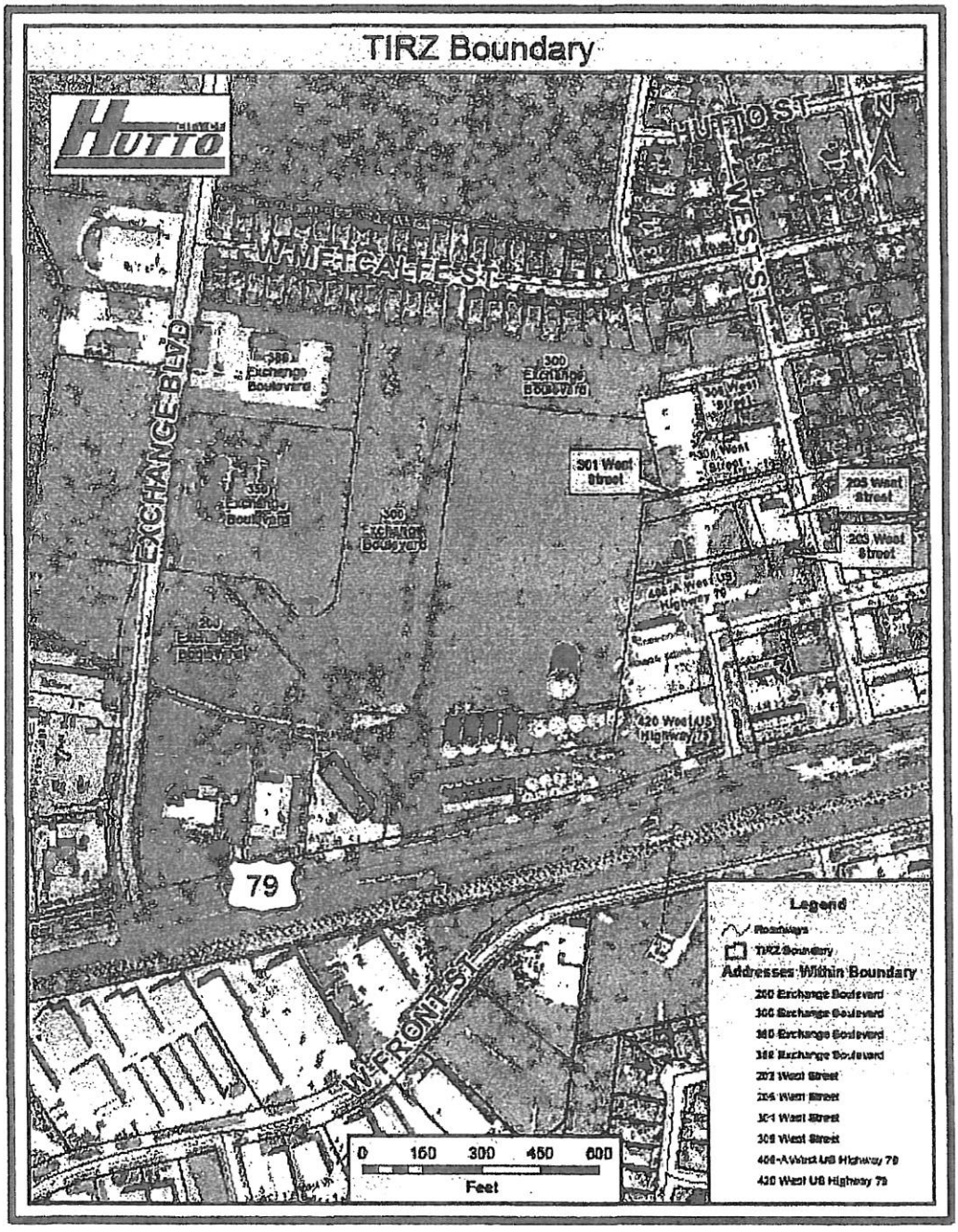
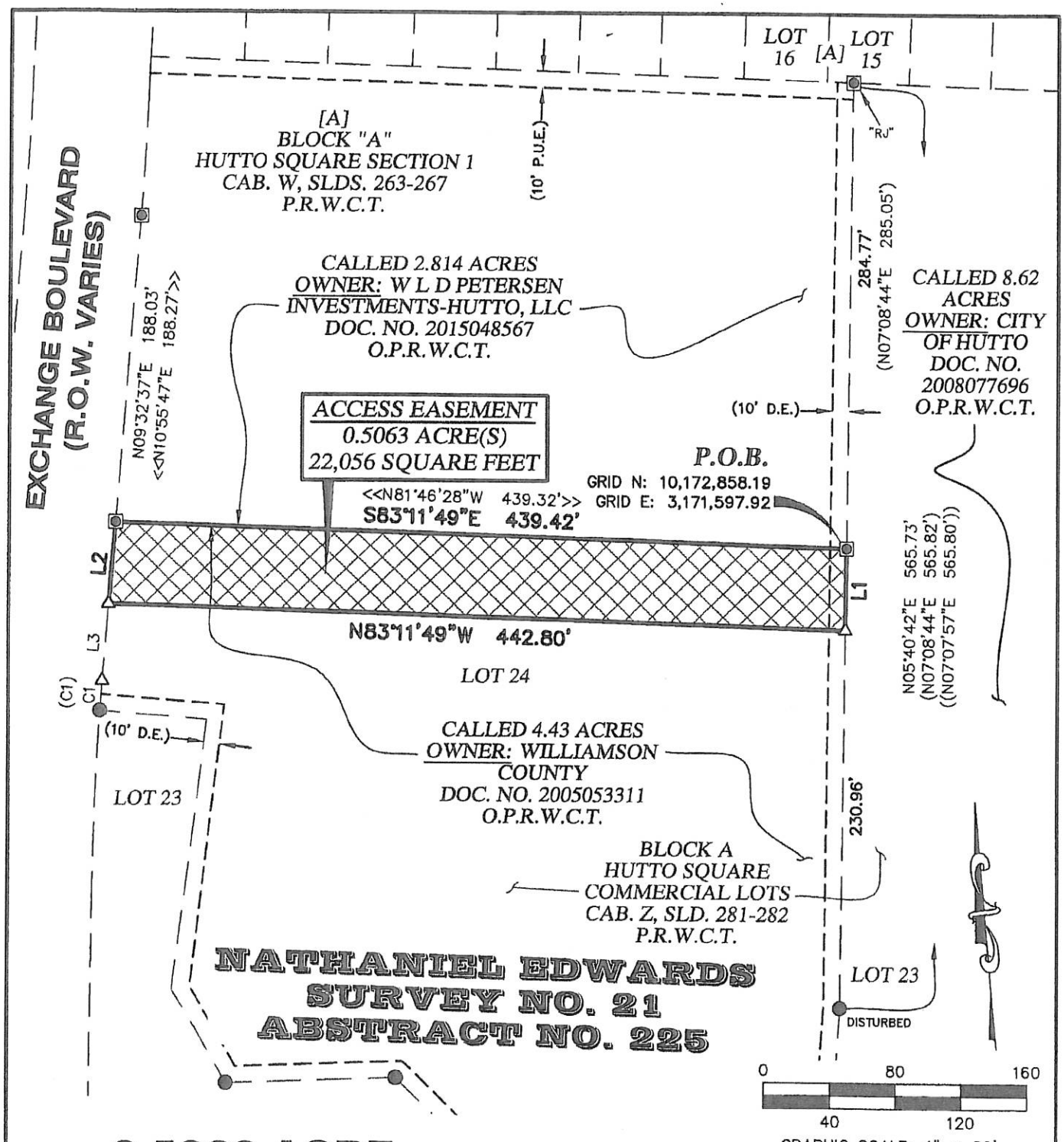


Exhibit "2"



0.5063 ACRE ACCESS EASEMENT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
Project:	00627
Scale:	1" = 80'
Reviewer:	SMD
Tech:	BP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 2

P:\00627\Dwg\00627_Access Easement (2017).dwg

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LEGEND

———	PROPOSED EASEMENT LINE
— ——— —	EXISTING PROPERTY LINES
– – – – –	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
◙	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
△	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT–OF–WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT VOL. Z PGS. 281–282
((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696
<<.....>>	RECORD INFORMATION PER DEED DOC. NO. 2015048567

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S05°40'42"W	50.01'
L2	N09°32'37"E	50.06'
L3	N09°32'37"E	47.35'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	18.30'	1,965.00'	0°32'01"	S09°09'36"W	18.30'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
(C1)	[18.24']	[1,965.00']	[0°31'55"]	[S10°39'50"W]	[18.24']

12/29/2017

STATE OF TEXAS
REGISTERED
STEVEN M. DUARTE
5940
PROFESSIONAL
LAND SURVEYOR

0.5063 ACRE ACCESS EASEMENT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
Project:	00627
Scale:	1" = 80'
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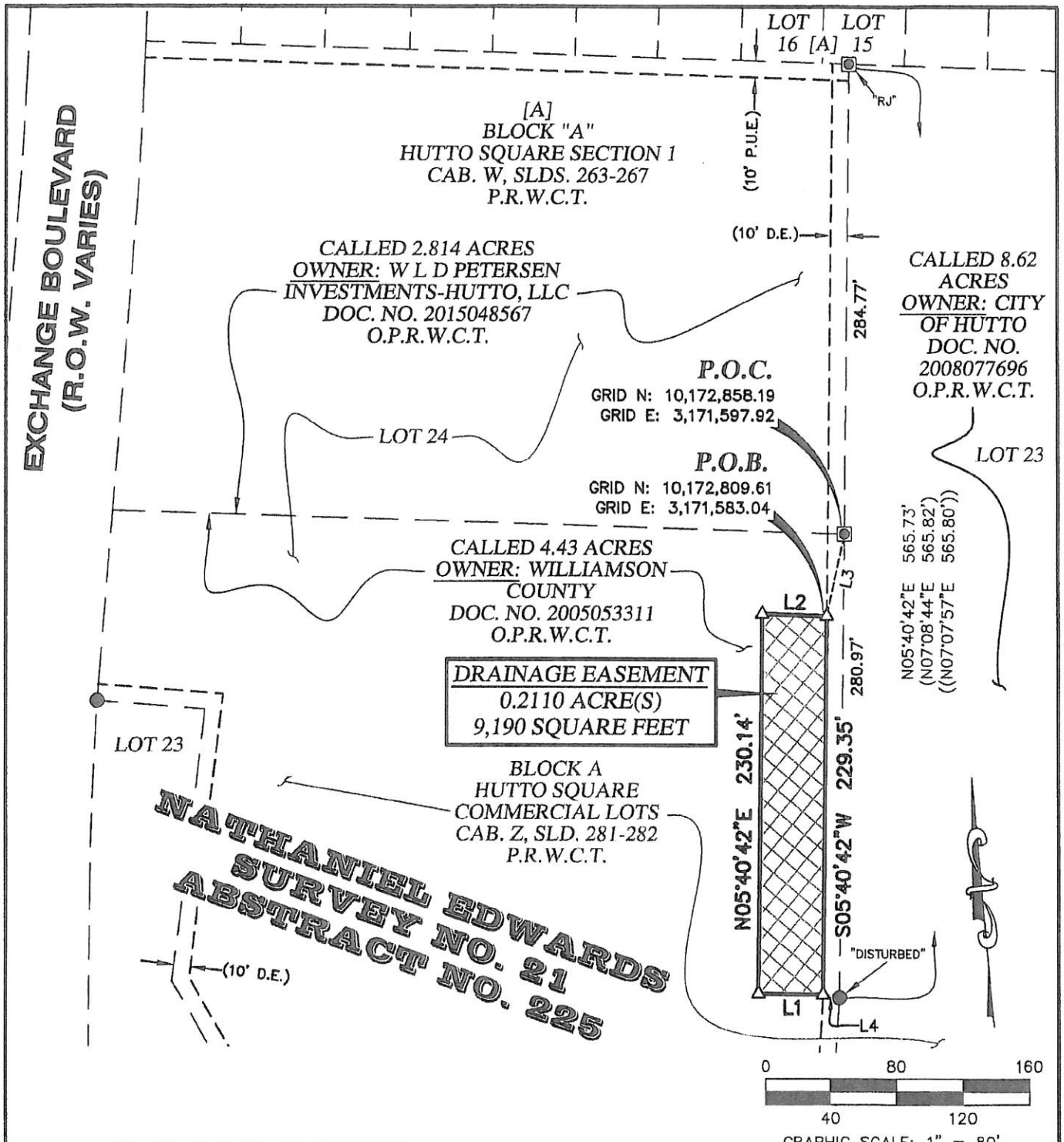
P:\00627\Dwg\00627_Access Easement (2017).dwg



0.2110 ACRE DRAINAGE EASEMENT

City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
Project:	00627
Scale:	1" = 80'
Reviewer:	SMD
Tech:	BP
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	1 OF 2

P:\00627\Dwg\00627_Drainage Easement (2017).dwg

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N84°19'18"W	40.00'
L2	S83°11'49"E	40.01'
L3	S17°01'46"W	50.81'
L4	S74°06'18"E	10.16'

LEGEND

═══	PROPOSED EASEMENT LINE
— ——— —	EXISTING PROPERTY LINES
– – – – –	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
◙	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)
△	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
CAB./SLD.	CABINET, SLIDE
R.O.W.	RIGHT-OF-WAY
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT VOL. Z PGS. 281-282
((.....))	RECORD INFORMATION PER DEED DOC. NO. 2008077696

STATE OF TEXAS
REGISTERED
STEVEN M. DUARTE
5940
PROFESSIONAL
LAND SURVEYOR

12/29/2017

0.2110 ACRE DRAINAGE EASEMENT City of Hutto, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	12/29/2017
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Scale:	1" = 80'
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Sheet:	2 OF 2

P:\00627\Dwg\00627_Drainage Easement (2017).dwg

Commissioners Court - Regular Session **35.**

Meeting Date: 09/11/2018

WM

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 the adoption of an Order with respect to the proposed issuance by the Mission Economic Development Corporation's of its Solid Waste Disposal Revenue Bonds to Waste Management, Inc. to provide funding to finance for the costs of improvements to its solid waste disposal facility in Williamson County (Waste Management, Inc. Project); and authorize the County Judge to execute certificates approving the order and public hearing.

Background

Waste Management has requested the Mission Economic Development Corporation ("MEDC") to issue up to $100,000,000 of new bonds (the "New Money Bonds") to finance capital improvements for currently permitted acreage at six (6) of their facilities in Texas, including a facility in the Williamson County.

The Order relates to approvals required for the proposed issuance by the Mission Economic Development Corporation of its Solid Waste Disposal Revenue Bonds (Waste Management, Inc. Project). At the request of Waste Management, Inc. ("Waste Management"), the MEDC Issuer proposes to issue Bonds and loan the proceeds thereof to Waste Management to provide funds to finance and/or refinance the costs of improvements to certain solid waste disposal facilities, including their facility located in Williamson County.
In order to permit Waste Management to use proceeds of tax-exempt Bonds for the solid waste disposal facilities located in Williamson County, approval of the Commissioners Court is required: (i) under Texas law (for the MEDC Issuer's Bonds) pursuant to the Development Corporation Act, Local Government Code, Chapter 501, as amended and (ii) under federal tax law a public hearing must be held pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended. While Williamson County must approve the public hearing, it does not need to be held by the County. A public hearing was held on September 7, 2018 to satisfy federal tax requirements and results are included in the Certificate of Public Hearing Officer.

Approval of this Order in no way imposes any payment or obligation on Williamson County in connection with the financing. Under no circumstances shall the county have any liability, financial obligation or responsibility of any kind with respect to the payment of the bonds issued for the local portion of the Project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

hearing
letter
order
staff

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	09/05/2018 01:36 PM
Form Started By: Rebecca Clemons		Started On: 09/05/2018 10:11 AM
Final Approval Date: 09/05/2018		

NOTICE OF PUBLIC HEARING

MISSION ECONOMIC DEVELOPMENT CORPORATION
SOLID WASTE DISPOSAL REVENUE BONDS
(WASTE MANAGEMENT, INC. PROJECT)

NATIONAL FINANCE AUTHORITY
SOLID WASTE DISPOSAL REVENUE REFUNDING BONDS
(WASTE MANAGEMENT, INC. PROJECT)

Notice is hereby given of a public hearing to be held on behalf of the City of Mission, Texas on September 7, 2018 at 10 a.m. in the offices of Bracewell LLP located at 111 Congress Avenue, Suite 2300, Austin, Texas 78701-4061, with respect to a plan of finance including one or more series of bonds (the "New Money Bonds") to be issued in an aggregate principal amount not to exceed $100,000,000 by the Mission Economic Development Corporation and one or more series of bonds (the "Refunding Bonds") to be issued in an aggregate principal amount not to exceed $200,000,000 by the National Finance Authority. The proceeds of the New Money Bonds and the Refunding Bonds (together, the "Bonds") will be loaned to Waste Management, Inc. and/or one or more subsidiaries or affiliates thereof (collectively, the "Borrower"), for the purpose of financing or refinancing certain infrastructure and capital improvements and equipment acquisitions related to their solid waste collection and disposal operations, including facilities and operations located at the following locations: (i) landfill facility at 706 Landfill Road, Temple, Bell County, Texas 76501; (ii) landfill facility at 8611 Covel Road, San Antonio, Bexar County, Texas 78252; (iii) landfill facility at 1000 Kohlenberg Road and 1700 Kohlenberg Road, New Braunfels, Comal County, Texas 78130; (iv) landfill facility at 600 Landfill Road, Hutto, Williamson County, Texas 78634; and (v) landfill facility at 9900 Giles Lane, Austin, Travis County, Texas 78754 (collectively, the "Project"). The initial owners and/or operators of the Project will be the Borrower and/or one or more subsidiaries or affiliates thereof.

The public hearing will be conducted by Lee McCormick or his designee. All interested persons are invited to attend such public hearing to express their views with respect to the Project and the Bonds. Questions or requests for additional information may be directed to Mr. McCormick (telephone: (214) 256-3121). Any interested persons unable to attend the hearing may submit their views in writing to Mr. McCormick at 6988 Lebanon Road, Suite 103, Frisco, Texas 75034 or (214) 256-3209 (fax), prior to the date scheduled for the hearing.

The aforesaid public hearing is a "combined hearing" within the meaning of Section 5f.103-2(d)(2) of the Treasury Regulations, and the location of said public hearing is within 100 miles of the seat of government of each participating governmental unit beyond whose geographic jurisdiction the hearing is conducted. This notice is published and the hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

BRACEWELL

August 20, 2018

The Honorable Dan A. Gattis
County Judge of Williamson County, Texas
Williamson County Courthouse
710 South Main Street, Suite 101
Georgetown, TX 78626

Re: Approval of Tax-Exempt Bonds To Be Issued on Behalf of Waste Management, Inc. Project — Proposed Order for Adoption

Dear Judge Gattis:

Enclosed is a proposed Order of the Williamson County Commissioners Court relating to approval required in connection with the proposed issuance by the Mission Economic Development Corporation (the "Issuer") of its Solid Waste Disposal Revenue Bonds (Waste Management, Inc. Project) (the "Bonds").

At the request of Waste Management, Inc. ("Waste Management"), the Issuer proposes to issue the Bonds and loan the proceeds thereof to Waste Management to provide funds to finance the costs of improvements to certain solid waste disposal facilities, including certain facilities located in Williamson County described in the proposed Order.

In order to permit Waste Management to use proceeds of tax-exempt Bonds for the solid waste disposal facilities located in your County, approval of the Williamson County Commissioners Court is required under Texas law pursuant to the Development Corporation Act, Local Government Code, Chapter 501, as amended and under federal tax law pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

As expressly stated in the Order, the approval of the County is not to be construed as a representation or warranty or other undertaking of any kind by the County with respect to the Bonds or the solid waste disposal facilities, and the County will not be obligated to pay the Bonds or otherwise incur any liability in respect thereof. Rather, the approval is to be granted solely for purposes of Texas law and federal tax law.

Please let me know if you or any of the Commissioners have any comments or questions regarding the proposed Order. I can be reached at (713) 221-1346. Thanks again for your assistance.

Very truly yours

Cristy C. Edwards

Cristy C. Edwards

Enclosures

Cristy C. Edwards
Partner

T: 713.221.1346 F: 713.221.1212
711 Louisiana Street, Suite 2300, Houston, Texas 77002-2770
cristy.edwards@bracewell.com

#5768409.2

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned County Clerk of Williamson County, Texas, hereby certify as follows:

1. The Commissioners Court of Williamson County, Texas, convened in regular meeting on _____, 2018, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court and the County Clerk, to wit:

Dan Gattis	County Judge
Terry Cook	Commissioner
Cynthia Long	Commissioner
Valeria Covey	Commissioner
Larry Madsen	Commissioner

and all of said persons were present except for _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER WITH RESPECT TO WASTE MANAGEMENT, INC. PROJECT

was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

AYES: ___;

NOES: ___;

ABSTENTIONS: ____ .

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said order has been duly recorded in said Commissioners Court's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said order; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.

SIGNED AND SEALED this _____, 2018.

_____
County Clerk

(SEAL)

#5768512.3

ORDER WITH RESPECT TO

WASTE MANAGEMENT, INC.

PROJECT

WHEREAS, WASTE MANAGEMENT, INC. and its subsidiaries or affiliates (collectively, the "Company") own and operate various solid waste disposal facilities throughout the state of Texas (collectively, the "Facilities"); and

WHEREAS, the Company has requested that Mission Economic Development Corporation (the "Issuer") issue one or more series of revenue bonds (collectively, the "Bonds"), and loan the proceeds thereof to the Company for the purpose of financing certain improvements to the Facilities (the "Project"), including to the Williamson County Landfill located at 600 Landfill Road, Hutto, Texas 78634 (the "Local Portion of the Project"); and

WHEREAS, in order that the Local Portion of the Project may be financed with the proceeds of the Bonds, the Commissioners Court (the "Commissioners Court") of Williamson County, Texas (the "County") must request that the Issuer exercise its powers within the County for the purpose of issuing such Bonds to finance the Local Portion of the Project, such request being intended to satisfy the requirements of Section 501.159 of the Texas Development Corporation Act, Texas Local Government Code, Chapter 501, as amended (the "Act"); and

WHEREAS, the Commissioners Court desires hereby to make such request of the Issuer and to take other actions to enable the Issuer to issue the Bonds and the Company to use the proceeds thereof to finance the Local Portion of the Project; and

WHEREAS, approval of the Commissioners Court as the "applicable elected representative" is also required in connection with the issuance of the Bonds as tax-exempt bonds, in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and the Commissioners Court desires hereby to give such approval.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. Third Party Financing. In order that the Local Portion of the Project may be financed as a part of the entire Project through the Issuer's issuance of the bonds, the Issuer is hereby requested to exercise its powers within the County for the purpose of issuing such Bonds in one or more series to finance the Local Portion of the Project over the next thirty-six months (the "Plan of Finance"). This request is intended to satisfy the requirements of Section 501.159 of the Act.

Section 2. Public Hearing and Approval for Federal Tax Purposes. In order to comply with Section 147(f) of the Code, a public hearing has been held by or on behalf of the County, in which hearing members of the public were permitted to express their views with respect to the Plan of Finance, the issuance of the Bonds, and the financing of the Project with the proceeds thereof. Notice of such hearing was published no less than 14 days prior to such hearing in a newspaper of general circulation in the County, and an affidavit of the publication of such notice and a copy of such notice are each attached to **Exhibit A** hereto. Based solely upon the results of such hearing (as shown in the certificate of public hearing officer attached hereto as **Exhibit A**), and solely for purposes of complying with Section 147(f) of the Code, the Plan of Finance, including the issuance of the Bonds and the financing of the Project with the proceeds thereof (as described in **Exhibit A**), including the Local Portion of the Project, are hereby approved. If

requested by bond counsel for the Bonds, the County Judge is hereby authorized and directed to execute a certificate certifying approval of the Plan of Finance, the Bonds and the Project to be financed with the proceeds thereof, including the Local Portion of the Project.

SECTION 3. DISCLAIMER OF LIABILITY. THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE AND ALL OTHER COUNTY OFFICIALS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OR THE ISSUANCE, CREDITWORTHINESS OR REPAYMENT OF THE BONDS TO BE ISSUED BY THE ISSUER WITH RESPECT TO THE PROJECT. UNDER NO CIRCUMSTANCES SHALL THE COUNTY HAVE ANY LIABILITY, FINANCIAL OBLIGATION OR RESPONSIBILITY OF ANY KIND WITH RESPECT TO THE PAYMENT OF BONDS ISSUED FOR THE PROJECT OR FOR THE CONSTRUCTION, MAINTENANCE, OPERATION OR ANY OTHER ASPECT OF THE PROJECT.

ADOPTED this _____ day of _____, 2018.

EXHIBIT A

CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING

(attached)

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

MISSION ECONOMIC DEVELOPMENT CORPORATION
SOLID WASTE DISPOSAL REVENUE BONDS
(WASTE MANAGEMENT, INC. PROJECT)

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the plan of finance including the issuance of the above-referenced bonds in one or more series (the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the proposed plan of finance including the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto**.**

2. Notice of the public hearing was published no less than 14 days before the date of the public hearing in a newspaper of general circulation available to residents of Williamson County, Texas, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Exhibit A**.

3. All persons appearing at the public hearing were given an opportunity to comment on the proposed plan of finance, including the issuance of the Bonds, and the project to be refinanced by the plan of finance. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 7th day of September, 2018.

By: _____
Hearing Officer

Exhibit A - Affidavit of Publication of the Notice of Public Hearing
Exhibit B - Names and Comments of Persons Attending Public Hearing

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

ATTACHED

EXHIBIT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

COMMISSIONERS COURT COMMUNICATION

Reference Number: _____
Page 1 of _____
Date: _____

AGENDA ITEM:	**ADOPTION OF AN ORDER WITH RESPECT TO WASTE MANAGEMENT, INC. PROJECT AND AUTHORIZING THE COUNTY JUDGE TO EXECUTE CERTIFICATES APPROVING THE ORDER AND PUBLIC HEARING**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the "Order with Respect to Waste Management, Inc. Project" which authorizes the County Judge to execute certificates approving the Order and public hearing.

BACKGROUND

Waste Management has requested the Mission Economic Development Corporation ("MEDC") issue up to $100,000,000 of new bonds (the "New Money Bonds") to finance capital improvements for currently permitted acreage at six (6) of their facilities in Texas, including a facility in the Williamson County.

The Order relates to approvals required for the proposed issuance by the Mission Economic Development Corporation of its Solid Waste Disposal Revenue Bonds (Waste Management, Inc. Project). At the request of Waste Management, Inc. ("Waste Management"), the MEDC Issuer proposes to issue Bonds and loan the proceeds thereof to Waste Management to provide funds to finance and/or refinance the costs of improvements to certain solid waste disposal facilities, including their facilitiy located in Williamson County.

In order to permit Waste Management to use proceeds of tax-exempt Bonds for the solid waste disposal facilities located in Williamson County, approval of the Commissioners Court is required: (i) under Texas law (for the MEDC Issuer's Bonds) pursuant to the Development Corporation Act, Local Government Code, Chapter 501, as amended and (ii) under federal tax law a public hearing must be held pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended. While Williamson County must approve the public hearing, it does not need to be held by the County. A public hearing was held on September 7, 2018 to satisfy federal tax requirements and results are included in the Certificate of Public Hearing Officer.

FISCAL IMPACT

Approval of this Order in no way imposes any payment or obligation on Williamson County in connection with the financing. Under no circumstances shall the county have any liability, financial obligation or responsibility of any kind with respect to the payment of the bonds issued for the local portion of the Project.

DISPOSITION BY COMMISSIONERS COURT

☐ APPROVED ☐ OTHER (Describe) _____

SUBMITTED BY: _____ PREPARED BY: _____

Commissioners Court - Regular Session **36.**

Meeting Date: 09/11/2018

Interlocal Agreement

Submitted By: Wendy Coco, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a First Amendment to that certain Interlocal Agreement for School Resource Officer Program Between Round Rock ISD & Williamson County Sheriff's Office to change the commencement date of the Interlocal Agreement from October 1, 2018 to August 22, 2018.

Background

The term of the Interlocal Agreement for School Resource Officer Program Between Round Rock ISD & Williamson County Sheriff's Office contains the incorrect commencement date of October 1, 2018. The correct commencement date should be August 22, 2018, as the parties originally intended for same to be. The corrected term of the Agreement shall be August 22, 2018 to September 30, 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Agreement

Form Review

Form Started By: Wendy Coco Started On: 09/07/2018 10:31 AM

Final Approval Date: 09/07/2018

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT
FOR SCHOOL RESOURCE OFFICER PROGRAM
BETWEEN
ROUND ROCK ISD
&
WILLIAMSON COUNTY SHERIFF'S OFFICE
(SCHOOL YEAR 2018/2019)

This First Amendment to that certain Interlocal Agreement for School Resource Officer Program Between Round Rock ISD & Williamson County Sheriff's Office, hereinafter "First Amendment", is entered into effective as of the date of the last party's execution hereof, between the Round Rock Independent School District (hereinafter, "District"), Williamson County, Texas (hereinafter, "County"), and the Williamson County Sheriff's Office (hereinafter, "Sheriff's Office").

RECITALS

WHEREAS, District, County and Sheriff's Office executed that certain agreement entitled Interlocal Agreement for School Resource Officer Program Between Round Rock ISD & Williamson County Sheriff's Office (hereinafter, "Agreement"), which became effective on or about August 21, 2018;

WHEREAS, it has become necessary to amend the Agreement in order to change the commencement date of the Agreement from October 1, 2018 to August 22, 2018;

NOW, THEREFORE, premises considered, District, County and Sheriff's Office agree that the Agreement is amended as follows:

AGREEMENTS

A. Paragraph 8 of the Agreement shall be replaced with the following:

Term & Termination: The term of this Agreement shall begin on the August 22, 2018 and shall terminate on September 30, 2019. Notwithstanding any other provision of this Agreement, either party may cancel this Agreement, without cause, upon 30 days written notice or reasonable advance written notice to the other party.

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

C. 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, District and County and Sheriff's Office have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

Williamson County Sheriff's Office

_____

By: Robert Chody
Sheriff's Office

_____ ____, 20___

Williamson County, Texas

Signature: _____

Printed Name: _____

Title: _____

_____ ____, 20___

Round Rock Independent School District

_____

By: President, Board of Trustees

Aug 31 ____, 2018

Commissioners Court - Regular Session **37.**

Meeting Date: 09/11/2018

Employee Policy Manual Update

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Updates have been made following the direction of the Commissioners Court on July 10th.

Fiscal Impact

From/To	Acct No.	Description	Amount

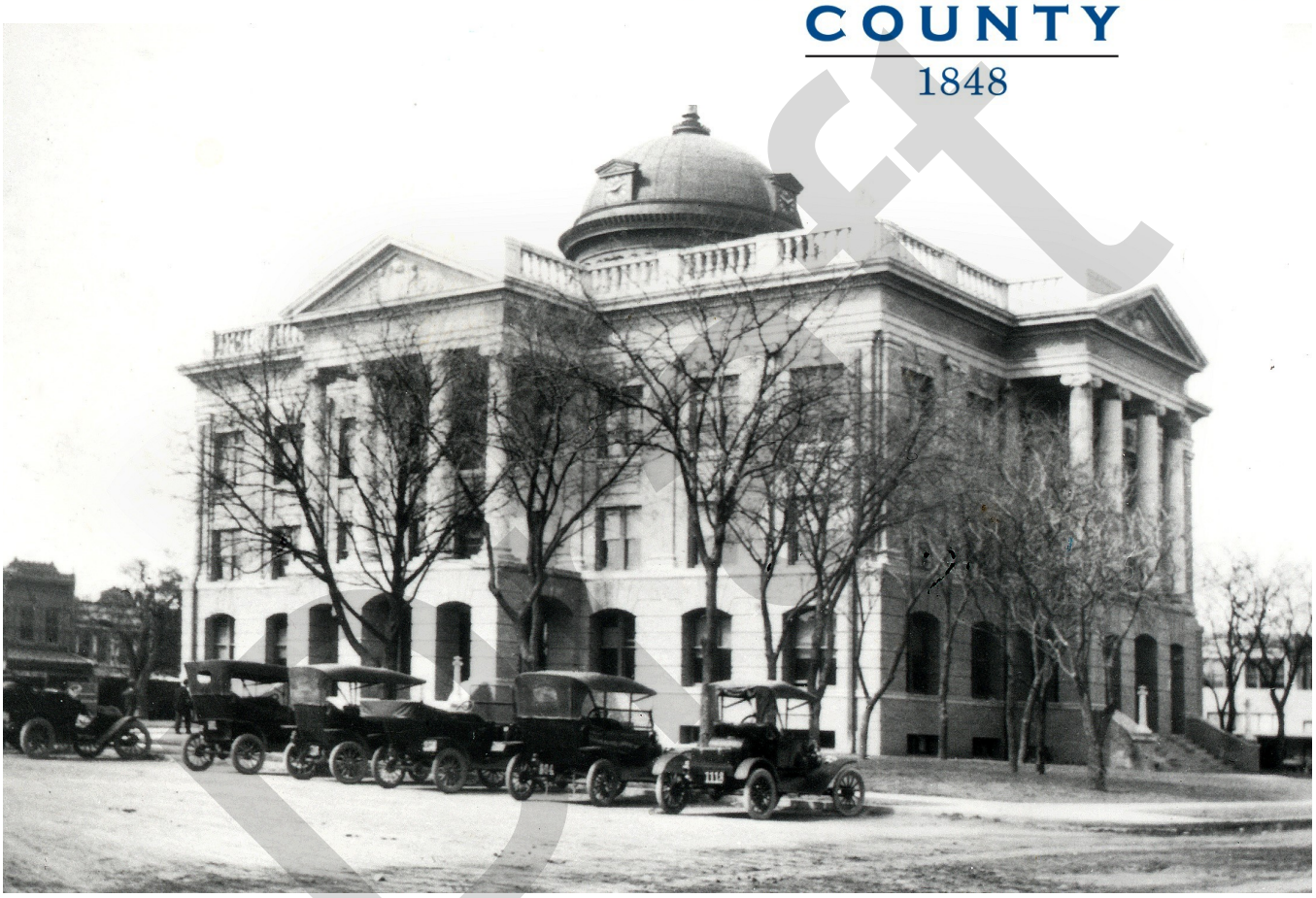
Attachments

Complete Policy Manual

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 08:45 AM
Form Started By: Tara Raymore		Started On: 09/05/2018 04:28 PM
Final Approval Date: 09/06/2018		

WILLIAMSON COUNTY
1848



Employee Policy Manual

Effective September 11, 2018

Draft

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Draft

Policy Manual Disclaimer

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

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

About Williamson County Government

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

Commissioners Court

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

County Operations

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

Draft

Employment

At Will Employment

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

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

Equal Employment Opportunity & ADA Compliance;

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

Employment Status

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

Position Classification

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

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

Draft

Employment

Overtime

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

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

Draft

Employment

Recruitment

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

Job Posting Options

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

Draft

Candidate Selection Process

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

Nepotism

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

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

Employment

Hiring Post TCDRS Retirement

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

Pre-Employment Screening

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

Post Hire

New Employee Orientation

All new employees must attend new employee orientation before the end of the pay period in which they are hired.

Direct Deposit

Direct Deposit is mandatory. The first pay check will be mailed to the address of record, as will the first paycheck whenever changing banking institutions. Pay remittance slips can be viewed and printed online.

Texas County and District Retirement System Contributions (TCDRS)

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System (TCDRS) as a condition of employment. Temporary employees are exempt from participation as provided by Retirement System regulations. The required contribution is deducted from an employees pay each pay period.

Draft

Employment

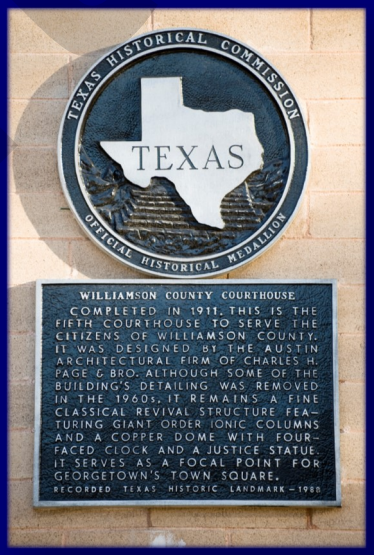
Transfers

Employees transferring from one County office or department to another should give at least a two week written notice to their current official/department head. The current official/department head may waive the two week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited. Transfers to and from WCCHD, Museum or CSCD are considered employment separations.

Separation of Employment

Employees are required to provide at least a two week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck for certain eligible employees.
The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

- Accrued vacation time or comp time
- Unused holiday time banked prior to October 1, 2014



Adjusted Service Dates for Rehired Employees

Employees rehired within 90 days from his/her last employment termination date, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of employment minus the number of break in service days. The adjusted service date will also be used for determining vacation and longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, KSA's of former employee or other special circumstances)

Refer to the Uniformed Services Employment and Re-employment Rights Act (USERRA) for reemployment rights if the break in service is related to active military leave. Contact the Human Resource Department for assistance.

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Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

Don't forget to check County email daily!

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time
- Breaks of more than 20 minutes (i.e. errands) will require non-exempt employees to clock out and not to perform any work during that time
- Lunch breaks will be for a period of not less than 30 minutes, during which the employee may not perform any work

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks as listed above. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Reporting Time Worked and Leave Time

Timesheets must be approved and signed off on the day indicated on the payroll calendar by the time indicated by the Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system
- Exempt: Employees do not enter the hours worked, must record leave time such as sick, holiday, vacation, and FMLA in the timekeeping system

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately

Employee Leave Policies

Employees accrue vacation and sick leave for each pay period. The leave hours may be adjusted when employees are not in paid status. The leave chart on the next page provides the policies related to the various leave types authorized by the County.

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Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Pay Out	Policy
VACATION 160 hours accrual max	< 5 years= 3 Hours 5 minutes per pay period	80 hours	• Leave is accrued at the end of the pay period • Changes in work schedules, may result in adjustments to leave balances & accruals • Part-time employees earn 1.5 hours per pay period with the same max accrual as Full-time employees (Effective 10/1/16) • Proration may occur for full-time employees that work less than 30 hours per week • Contact Human Resources for more information
	5 to < 10 Years= 4 hours 37 minutes per pay period	120 hours	
	10 + years= 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 24 hour Shifts) 168 hours accrual max	< 10 years= 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	• May only be used for illness or medical appointment for employee or *qualifying* family member, as defined by FMLA • May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician, of the child having a serious medical condition • May be required to provide documentation • Not a substitute for vacation • Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16)
SICK LEAVE (EMS Paramedics on 24 hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	
FLOATING HOLIDAY*	2 (8 hours) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• Only available to full time employees • Must be used by the end of the fiscal year • EMS Paramedics on </= 12 hour shifts will receive 2 days/hours based on normal shift assignment
HOLIDAY*	• Part time employees receive 4 hours • Full-time employees 8 hours	N/A (Not paid at termination)	• Dates are established by Commissioners Court annually, subject to change • Employee must work or be on approved paid leave the day before and after the holiday • EMS Paramedics will receive up to 12 hours based on normal shift assignment
BEREAVEMENT LEAVE*	2 (8 hour) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• May be granted following the death of one of the following relatives: spouse, mother, father, child, sister, brother, grandparents, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law • Documentation may be required • EMS paramedics will receive 2 days/hours based on normal shift assignment
Non– Exempt PUBLIC SAFETY ADJUSTMENT	64 hours per fiscal year, does not roll over	N/A (Not paid at termination)	• Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions • Max of 4 hours per shift and must be used with 8 hours of holiday/floating holiday/bereavement to cover shift as scheduled

*Refer to Non-Exempt Public Safety Adjustment policy

Draft

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	• Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court • Time off to vote may be approved due to unusual circumstances, please see Texas State Regulations • Leave may be approved when an employee is summoned to testify for a case that is work related only • The first 15 days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay • Contact HR for further information related to USERRA leave and benefit continuation
BAD WEATHER	As determined by order of the County Judge	N/A	• Employee must be at work or scheduled and ready for work on the day of office closure • Employees on approved leave of any type are not eligible • If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	• Leave is granted when exempt employees must work during office closure that has been declared by the County Judge • EP leave must be used before the end of the current fiscal year

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Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday	200 hours	• Will not be paid upon termination if earned after 10/1/14
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual	240 hours	• Must be used before vacation time
WORKERS COMPENSATION LEAVE	Used by employees that must miss work due to an on the job injury	N/A	• Any on the job injury must be reported immediately, failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001) • HR will coordinate leave and medical care with the Worker's Compensation carrier • Contact HR for more information

Wilco PTO leave time is applied in the following order:
1) Compensatory time 2) Vacation leave

Note: All leave accruals are based on time actually worked by the employee, leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave in the pay week.

A list of County Holidays can be found on wilco.org

For more information on FMLA visit: http://www.dol.gov/whd/fmla

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Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Eligibility	• Worked for the County for at least 12 months • Worked a minimum of 1250 hours in the last 12 months
Entitlement	**Qualifying Reasons/Policy**
Basic FMLA	
• 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules	• FMLA is unpaid time off to care for a newborn child or the placement of a child with the employee for adoption or foster care. Employees are not eligible to utilize sick leave or sick leave pool, without certification of the child having a serious medical condition • To care for spouse, child, or parent of the employee who has a serious health condition • Employee's own serious health condition • Employees requesting leave to care for an immediate family member with a serious health condition, may be required to submit proof of the familial relationship, such as a birth certificate or marriage license. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday • Eligible employees with accrued leave will have the leave applied in the following order when the leave is <u>not</u> related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday • Holiday leave will not bank, it will be utilized in the week earned
Military Family Leave– Qualifying Exigency Leave	
• Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave. • Employees may be entitled to take their Basic FMLA Leave for a "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty.	Qualifying exigency is unpaid time off and may include: • Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave • Attending certain military events related to the call to duty • To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty • To attend to certain financial and legal arrangements as a result of the military member's absence while on duty; • In some instances, to attend counseling arising from the covered active duty or ca\1 to covered active duty status of a military member; • To spend up to 15 days of leave with a military member on a short leave for rest and recuperation • To attend post-deployment activities during the 90 days after the termination of the military member's covered active duty status or to address issues related to the death of a military member while on covered active duty • To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility • Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee. • Eligible employees with accrued leave will have the leave applied in the following order: PTO, essential pay, banked holiday, floating holiday

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Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Entitlement	Policy
Military Family Leave– Service Member Caregiver Leave	
• Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single 12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member. • If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave. • The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave. • The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 work-weeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per-covered-service member, per-injury basis.	The term "covered service member" for purposes of Service member Caregiver Leave means: • A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness • A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran. The term "serious injury or illness": • In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating • In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. • Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Please contact Human Resources for additional information below:

- *Since the laws and regulations governing military leave and military family leave are frequently being changed, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules*

- Restoration of Employment
- Employee Benefits
- Group Health Benefits
- Relationship to PTO
- Notification
- Certification of Health
- Status Reports
- Intermittent Leave
- Failure to Return from FMLA Leave

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Administrative Leave

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	• May not be used during or to extend FMLA • Paid Admin Leave lasting more than ten days will require approval of the County Judge for non-elected offices only • If the County Judge denies a request to grant admin leave with pay in excess of ten days, the non-elected office may appeal such denial to Commissioners Court • The employee will be paid base wages, this will not count as hours worked for overtime purposes • Medical benefits will continue at active employee rates • The employee must contact his/her supervisor weekly, and remain available to return to duty with 12 hours' notice • If the employee returns to work, he/she shall receive full credit for any suspended accruals/longevity/supplemental pay, unless determined otherwise • Any paid leave time other than sick leave, that has been accumulated will be applied retroactively to the time spent on paid admin leave, upon returning to duty • Leave will be applied as follows: compensatory time, vacation, banked holiday
Administrative Leave (without pay)	Non-Elected & Elected Offices	• Temporarily suspends employees job duties • Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies • Full days/full week periods are administered for Exempt employees on admin leave with out pay (partial days will not be granted) • Employees may not substitute accrued paid leave during unpaid admin leave • Employee must coordinate payment of medical and dental benefits with the HR Department • Employees may be required to periodically contact their supervisor
Administrative Leave (with or with out pay)	Elected Offices	• Must provide the Senior Director of HR with a written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave • If the employee is reinstated or terminated the Elected Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/termination
Administrative Leave (with or with out pay)	Non-Elected Offices	• Department heads who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation • Subject to the oversight of Commissioners Court • HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave
Reinstatement	Non-Elected & Elected Offices	• The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave
Other Information	Non-Elected & Elected Offices	• Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods • Longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods • Supplemental pay is defined in the budget order

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the Sr. Director of the Williamson County Human Resources Department prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

To view the full policy visit: policy center

Draft

Sick Leave Pool

Membership	Policy
BENEFIT SUMMARY	• Per Texas Local Government Code Sec.157.075: A participating enrolled employee is eligible to use time contributed to the county sick leave pool if: because of a catastrophic injury or illness and the employee has exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled • Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave • The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP
ENROLLMENT	• One year of full-time employment must be completed as of first day of open enrollment • A minimum of 8 Hours and no more than 40 hours must be contributed • Must enroll each year during benefits open enrollment
QUALIFICATION	• An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for their own serious medical condition • SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act • SLP time will not be granted beyond the end date of approved FMLA leave (12 week max) • There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute • Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated
PROCEDURE	• Employees must apply for permission to receive SLP benefits (Contact the Human Resources Department for more information) • Upon receipt of the completed SLP benefit request, Human Resources will review the request, along with the FMLA documentation
UTILIZATION	• The number of hours granted through the SLP will be based on the FMLA documentation • SLP time may only be used for approved workdays and for holidays • SLP benefit end when the employee returns to work, exhausts the SLP benefit, upon separation, suspension or administrative leave
CONTRIBUTIONS	• Employee contributions of sick leave hours are irrevocable • Sick leave hours that are contributed become the property of the SLP and cannot be returned •Time contributed to the SLP cannot be designated to a particular employee • If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership • An employee separating from employment may contribute up to 80 hours of sick leave to the SLP • All unused time that was granted to an employee from the SLP shall be returned to the pool
DISCLAIMER	• The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees • If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion • The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment

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Work Environment

Benefits

Williamson County offers an excellent comprehensive benefits package to all full time employees. Benefits are administered by the Benefits Administration team which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below:

Benefits

Type	Policy	Additional Information
Medical Vision, Dental	• Full time employees are eligible for medical/vision/dental coverage on the first of the month, following the completion of 60 days of employment. • Current employees can make changes only during open enrollment or due to a qualified life event. • Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay, for any reason, premiums must be paid prior to the month of coverage. Failure to pay premiums will result in termination of benefits. • Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.	Contact the HR Benefits Team for additional Information or visit: Benefits
Life	• Full time employees receive group life insurance for themselves and covered spouse/children at no cost	
Voluntary Life	• Full time employees may purchase additional voluntary life insurance for themselves and their dependents during initial enrollment or during open enrollment	
EAP	• EAP services are provided at no cost to all full time employees	
Retirement	• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period	For more information visit: https://www.tcdrs.org Retiree Medical

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Expenditure Guidelines

Type	Policy
Continuing Education & Training	• If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam or licensing fees • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County • Recertification of any required job related certifications may be paid for by the County and are limited to two times for each renewal period • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification • The funds for these items must be available in the departments training budget
Tuition Reimbursement	• The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full time employees • The training class/work must provide the skills and/or knowledge that is directly related to the job description • A copy of the job description and the course/certification description must be submitted with the approval request • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year • After completing the course(s)/testing and achieving a passing grade, employees may apply for reimbursement of 100% tuition or testing fees not to exceed that which would be payable at a state supported college or university
Off-Site Staff Development	• Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert • Off-site staff development is limited to once per fiscal year, per department/division • The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee) • A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign up sheet is required)
Seminars & Conferences	• All training should be obtained at the closest possible location • If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place or request a refund • Only job related training will be processed for payment • An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing • Employees will not be reimbursed for registration fees until after the conference/training has taken place • A receipt is required for all fees related to the conference/training

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Expenditure Guidelines

Type	Policy
Airfare	• Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route or a delayed return trip for personal preference or convenience (supporting documentation showing the fee comparison is required) • Airfare will be paid directly to the travel agency or airline • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging • The County will not issue reimbursements for tickets purchased with frequent flyer miles • A maximum of 2 bags will be reimbursed, excessive bag fee charges are not refundable
Car Rental	• Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation • Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed) • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditors Office • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required • Many car rental companies charge extra if the car is returned with out a full tank, these charges must be avoided • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request • Insurance purchased when renting a vehicle may also be reimbursed • Additional modes of ground travel will not be reimbursed • A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal)
Personal Car Usage	• Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS • For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to a alternate work location • Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour) • Reimbursement for mileage will not exceed the cost of round trip coach airfare, a cost comparison between mileage and airfare may be required • Reimbursement for mileage is prohibited between place of residence and usual place of work • Mileage should be calculated from an employees regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled • Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement • Airport parking fees are limited to $15 per day (ABIA economy lots B-G are least expensive) • It is the responsibility of the employee to keep track of mileage • Employees assigned to a County vehicle are not eligible for mileage reimbursement • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable
Lodging	• Lodging expenses are reimbursed only if travel is beyond a 45 mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 • Government rate or least expensive rate should be requested at all times • Hotel accommodations require an itemized hotel folio as a receipt • When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt • Personal telephone charges, whether local or long distance, are not reimbursable • Single room rate charge plus any applicable tax is reimbursable, no exceptions

Draft

Expenditure Guidelines

Type	Policy

Meals	• The reimbursement for meal costs in travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income
	• Meals are reimbursable only for County business trips that are outside the County with the exception of; Commissioners Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County
	• Meal reimbursements are limited to a maximum of $50.00 per day
	  ▪ $20.00 for meals when traveling outside the County for day trips
	  ▪ $20.00 for meals on day of return for overnight travel (unless returning after 8pm)
	  ▪ $50.00 for meals when traveling outside the County with an overnight stay or work hours extend beyond 8:00pm (documentation may be required)
	  ▪ If an overnight stay is required, out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the $50.00 overnight allowance for meals, lodging will not be reimbursed
	  ▪ $50.00 for meals when traveling outside the County for day trips and the work hours extend beyond 8:00pm (documentation may be required)
	• Meals during day trips cannot be charged to the PCard except in certain cases, approved in advance by the Auditor
	• All meals not associated with an overnight stay are taxable
	• Meal receipts are not required for per-diem, unless requested by the supervisor or department head
	• Alcoholic beverages are not reimbursed
	• Tips should be reasonable and should be included in the $20.00 or $50.00 meal allowance
	• If employment duties require traveling to alternate work locations within the County, meals are not reimbursable
	• Meals purchased for entertainment/business purposes are not allowed
	• Meal reimbursements are paid for County employees only

General Travel Information	• An advance will not be issued for travel expenditures • All travel expenses must be supported with an itemized receipt • Purchases for airfare, hotels, car rentals, and expense reimbursements, all require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. • Reimbursement for transportation costs will be at the most reasonable means of transport. The County will not reimburse airfare prices if they are higher than the cost of mileage reimbursement • Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense • The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Accent Travel is available for booking airfare, and there is an account setup for the County • Cancellation fees or unused travel expenses, are not reimbursable unless due to a business related expense, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancelation fees related to lodging, or unused travel arrangements

Draft

Expenditure Guidelines

Type	Policy
Expense Reimbursement	• Each expense reimbursement must have the employee signature and department head approval. Ensure that the correct budget line item is being charged • All expense reimbursements must be received in the Auditor's office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement; unless specifically approved by the County Judge. • Tax for meals, airline tickets, hotel stays and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the Auditors Portal. • Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines. • Personal purchases are not allowed and must be reimbursed immediately if they occur. Attach a check, made payable to Williamson County, for these charges with expense reimbursement • Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request • The Auditors office may request additional documentation for any or all reimbursements
Uniforms	• The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all County personnel are subject to the following County–wide policy*: 1. Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement 2. All uniforms will be distinctive and not adaptable for personal use. Items that can be easily converted to everyday use, such as jeans and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck. 3. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time 4. All uniforms and other County property must be promptly returned if County employment ends 5. Employees will not be issued a uniform without written acknowledgment of this policy 6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy 7. Footwear including the type/brand for all departments must be approved during the budget process *The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy

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Expenditure Guidelines

Type	Policy
Other Expenses	• A department may purchase small appliances (i.e.; microwaves, refrigerators) for the convenience of their employees • Only paid receipts will be reimbursed • For additional details on ineligible expense items refer to the County Budget Order • If a receipt is unattainable or is lost, a written statement must be submitted for the expense
Employee Recognition expenses	• Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the budget order • Employees can be taxed for these items. • In order to avoid an item being taxable, the following purchases will be allowable for Employee Recognition: · Plaques, Awards or Certificates of recognition for service · Plaques, Awards or Certificates of recognition for retirement · Plaques, Awards or Certificates of recognition for exemplary job performance • Employee requirements: • $40 for employees with up to 15 years of service • $80 for employees with more than 15 years of service • All purchases must be easily identifiable for the purpose that the employee is being recognized • No reimbursement of sales tax will be allowed • Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses • The purchase of gift cards or meals is not allowable as they are taxable items

Draft

Compensation Policies

Compensation Philosophy

The objective of the County compensation system is to demonstrate the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our minimum salaries on the market median
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State and local laws, as well as County policies

Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every five fiscal years. Some positions may be reviewed more often based on factors including high turnover, recruitment difficulty or market demand.

Participant	Role and Responsibility	Policy/Process
Commissioners Court	• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds	• Sec. 152.011, Texas Local Government Code
Human Resources	• Maintains all official job descriptions • Works closely with departments/offices to clearly understand structure & how each position fits within the organization • Identifies positions to be reviewed during the current salary study • Gathers & analyzes market data • Provides recommendations to the Commissioners Court	• The position classifications that have been identified for the study will be presented to Commissioners Court • Kick-off & other meetings as necessary will occur between HR & participating departments/offices throughout the salary study • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection • Requests will be sent to the identified market entities (see Market below) • Data received will be analyzed & compiled • Pre-recommendation meetings will occur between HR & department/offices • Recommendations will be presented to Commissioners Court • Post-recommendation hearings will be scheduled for departments/offices that wish to address Commissioners Court • All changes will be effective in the new fiscal year following Commissioners Court approval
Departments/Offices	• Each department/office will select a designated point of contact • Works closely with HR to ensure that the organization structure and positions are fully understood	• Attends meetings throughout the process • Completes job analysis tools as needed
Market (based on population, entity structure and/or geographic location)	• Provides substantiated market data for the identified positions	Counties used for the study will be: Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, El Paso, Hidalgo, Collin & Travis Cities used for the study will be: Cedar Park, Georgetown & Round Rock *This list may be amended as needed based on unique attributes of some position classifications

Draft

Salary Study Findings

Human Resources is responsible for conducting the salary study and making recommendations to Commissioners Court based on the findings. Recommendations require Commissioners Court approval for implementation.

Recommendation	Policy/Process
Title Change	• Titles may be recommended for change when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards • Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections Officer" can only exist within the Sheriff's Office)
Pay Grade Increase	• Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median • Employee's moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount
Pay Grade Decrease	• Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median • An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump sum merit
FLSA Exemption Status	• Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law • The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt • Compensatory time will be paid at the time of the update, for positions changing status from non-exempt to exempt

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Compensation

Pay Frequency and Work Week

- Payday is every other Friday
- A pay period consists of two weeks' pay ending on the Thursday of the previous week before pay day
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified
- The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday
- Payday is the last working day prior to any holiday that falls on a Friday
- The payroll calendar is located on the auditors portal

Don't forget to check pay slips online at any County Computer!

Payroll Corrections

Underpayment: Any underpayment in compensation for 16 hours or less will be processed on the following pay cycle.

Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.

Deductions: Every effort is made to apply deductions accurately. If you have questions about deductions from your pay, please contact the Payroll Department immediately.

Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.

Pay Schedules (pay charts)

Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

Job Specific Policies

Court Administrator (District and CCL Courts)

When a Court Administrator vacancy occurs in the District or County Court at Law Courts, the position can only be filled as a Court Administrator I (one) unless the selected applicant is a current Court Administrator/Coordinator for Williamson County. Below are the Court Administrator titles with corresponding required years of experience:

Title	Required District Court/CCL Experience	Pay Grade
Court Admin I CCL/District	1 year or no Expr Wilco	B.22
Court Admin II CCL/District	3 years Court Admin Expr Wilco	B.24
Court Admin III CCL/District	5 years Court Admin Expr Wilco	B.26
Court Admin IV CCL/District	7 Years Court Admin Expr Wilco	B.28

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Compensation

Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County that perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked, or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of "on assignment by the Court" includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County's policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- Transcripts Prepared During Working Hours
  Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter's daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.

- Transcripts Prepared Outside of Hours Worked
  Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter's own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.

- Private Paid Transcripts
  Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

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Compensation

Salary and Position Changes

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a department merit line items will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court.

Salary/Position Changes

Type	Description/ Policy	Pay +	Pay -	Approval Process	Additional Information
Merit	• Merit funding can only be used for performance pay increases • Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase • An employee is eligible for merit after 90 days in their current position	Max of 5% per employee, per budget year*	N/A	• Oracle workflow required • Each processing period will have a cut off date. Employee must have completed 90 days of employment by that date • A line item transfer form must be submitted in addition to the workflow • Merit can only be transferred out of the merit line item • Merit is not transferrable between positions	• Positions participating in a tenure based pay scale are not eligible for merit increases • If a merit eligible employee has reached the maximum of their pay grade, a lump sum merit payment may be awarded and cannot exceed 5% of their current base salary • Merit for small departments with 4 or less merit eligible employees that do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5% (i.e. if the Court approves merit at 3%, the small departments will receive 4%) • Verification of evaluation required
Position Salary Surplus	• Cannot be used for merit increases • Cannot be requested to be moved between positions after February 15th	Refer to filling a vacancy, promotion and or reclassification policies.	N/A	• Refer to filling a vacancy, promotion and reclassification policies.	• Contact HR for additional requirements
Filling a Vacancy	• When a current employee separates from employment or position • Applies to B Chart only	A vacant position may be filled with a salary up to ~~25%~~15% above the minimum of the pay grade, effective 10/1/2018. See promotion above for current employees (no additional pay increases in the first 12 months with the exception of merit)	N/A	• Oracle workflow required	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year. (i.e. budgeted salary = $30,000, position vacant 6 months = $15,000 not used, when filled the maximum salary cannot exceed $30,000 even though $15,000 is unused).
Retention	• An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.	Maximum of 10% above the current salary*	N/A	• Approval by Commissioners Court, public hearing required • Change will be effective on the first pay period after Court approval • Oracle workflow required • Verification required	• Contact HR for additional requirements

*15% maximum annual (budget year) increase per employee (includes retention, merit, re-organization and reclassification)

Multiple pay changes cannot be processed during the same pay period

Draft

Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Additional Information
Promotion	• When a current employee is hired into a different position with a higher pay grade • No additional pay increases in the first 12 months with the exception of merit	Max ~~25%~~ 15% above minimum of the pay grade, effective 10/1/2018,or 10% above current salary whichever is greater. [Cannot exceed maximum of pay grade or budgeted amount for position]	N/A	Oracle workflow required	N/A
Demotion	• When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade	N/A	Maximum decrease to the minimum of the new pay grade	Oracle workflow required	• Written justification required • Salary may remain the same if within the new pay grade
Reclassification	A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following: 1. **Significant change in the job description that includes the addition or deletion of significant duties and responsibilities** 2. **A position that is determined to be misclassified by comparison to like positions either internally or externally** 3. **A reclassification cannot result in a position change that is not consistent with the original intent of the position with the exception of changes that are due to turnover in a key position (elected/appointed official, department head or director). These changes will be reviewed by the Budget Office and Human Resources. Recommended changes will be placed on the Commissioners Court agenda for approval** A position can only be reviewed for reclassification during the annual budget, or between October 1st and February 15th. *May require a public hearing	Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process	Maximum decrease to the minimum of the new pay grade	• Submission of reclassification request through the budget software or HR sharepoint, as determined by the type of request with back up documentation	Support documentation required: • Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.)
Career Ladder Advancement	• A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process.	Based on the steps in the chart	Based on the steps (when appropriate)	• Submission of request through budget software with back up documentation including whether additional budget is required	• Documentation of each position that will advance during the next budget year along with the approved career ladder plan

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Compensation

Longevity Pay (excludes Commissioned Officers)

Longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

· Full-time employees will accrue the following per pay period:

$24.00 per pay period after five years of employment
$48.00 per pay period after ten years of employment
$72.00 per pay period after fifteen years of employment
$96.00 per pay period after twenty years of employment
$120.00 per pay period after twenty-five years of employment

· Longevity pay begins with the pay period following the completion of five years of employment and increases each five years to a maximum of 25 years (Subject to proration)
· Longevity is paid as a lump sum each December for the previous year, calculated starting from the first pay period in December, with the exception of employees previously authorized to receive payments bi-weekly

Part-time employees will no longer be eligible for longevity effective November 18, 2016.

Statutory Longevity Pay – Commissioned Officers

Commissioned officers in the Sheriff's Office are eligible to accrue statutory longevity pay (Texas Code – 152.074), at the rate of $5 per month for each year of service (up to a maximum of 25 years) after the first year anniversary of their certification as a peace officer.

Longevity for Commissioned Officers is paid bi-weekly.

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.

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Compensation

Tenure Salary/Position Changes

Type	Policy	Pay + Pay -	Approval Process	Additional Documentation
Annual Step/Tenure Progression	Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court Employees with less than six (6) months of service as of the first full pay period in October, will advance to the next step on the first full pay period following the approval of Commissioners Court Step/tenure progression ends at the top step of each position rank	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion (with exception of Corrections to Law Enforcement)	When an employee is promoted to a higher ranking position, the tenured grade is based on years of service	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion (Corrections to Law Enforcement)	Will begin at the first step of the tenured grade and remain at that step for a period of one calendar year. Will be placed at the pay increment corresponding to their time of continuous service (with no break of more than 90 days) in both corrections and law enforcement as a peace officer	See Tenured Pay Chart	Oracle workflow required	May be required
Demotion	When a current employee demoted to a lower ranking position, the tenured grade is based on years of service	See Tenured Pay Chart	Oracle workflow required	May be required

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Tenure Salary/ Position Changes

Type	Policy	Pay+ Pay -	Approval Process	Additional Documents
Certification Pay	Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active duty position in a law enforcement or corrections capacity with the County on June 1st of each year. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. This pay must be added into the regular rate of pay when calculating overtime Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	• Law enforcement officers--$60 per month for Advanced Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Corrections officers--$60 per month for Advanced • Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit	Credits for Prior Service may apply- See Prior Service Credit	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit	• Deputy– Max L 1.4 • Det/Inv– Max L 2.5 • SGT – Max L 3.6 • LT– Max L 4.8 • Captain– Max L5.10 (min L5.6)	TCOLE service verification must be submitted	TCOLE Service Verification required
Transfer from Law Enforcement To Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous of tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

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Employee Responsibilities

Personal Conduct

Type	Policy	
Tobacco Free Workplace	Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to an including termination of employment.	
Drug and Alcohol Testing Policy	Williamson County is committed to a safe workplace. In compliance with Federal and State laws pre-employment, random and post-accident (or near accident) drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee's supervisor. The supervisor must then consult with the Human Resources Department.	
	Refusal	Refusal to submit to a drug test may result in immediate termination of employment
	Positive Results	
	Employees with a positive test result may be subject to immediate termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.)	
	Pre-Employment	An applicant with a confirmed positive drug/alcohol test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.
	Random	First Offense - An employee with a confirmed random positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/ treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed random positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. Post-Accident/Near Accident- Any employee with a confirmed post-accident drug/ alcohol test will be terminated immediately.
	Reasonable Suspicion	First Offense - An employee with a confirmed reasonable suspicion positive drug/ alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed reasonable suspicion positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.

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Employee Responsibilities

Personal Conduct

Type	Policy
Sexual Harassment	Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: *Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment *Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment Examples of sexual harassment: • Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings Other prohibited harassment: • Any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, color, gender, religion, national origin, disability, age or sexual orientation when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment *Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs* Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals: o Their Supervisor o The next level of management above their Supervisor o The Human Resources Department Reporting: All complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. Violations may result in disciplinary action up to and including termination of employment. All complaints will be investigated. Disciplinary Measures Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.
Arrest/Criminal Conviction	Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.
Social Media	While Williamson County encourages employees to enjoy and make good use of their off-duty time, certain activities may become a problem if their work is effected. Employees may use social media in any way they choose, as long as it does not produce adverse consequences. For this reason, employees are required to read and understand the social media policy which is accessible by visiting the **policy center** .

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Employee Responsibilities

Personal Conduct

Type	Policy
Political Activity	Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may not: • Use official authority or influence to interfere with, or affect the result of an election or nomination for office • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.
Solicitation	Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Use Policy located in the Policy Center
Retaliation	If an employee reports a violation of the law to an appropriate law enforcement authority, they cannot be suspended, terminated, or otherwise discriminated against by the County or an Elected Official. This policy prohibits retaliation against public employees who report official wrongdoing including sexual harassment.
Attendance	Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice
Gifts/Gratuities	The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 includes specific definitions, details regarding gifts, gratuities and bribery for public servants. A Public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following: (even if they have not yet qualified for office or assumed duties) • An officer, employee, or agent of government • A juror or grand juror • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy • An attorney at law or notary public when participating in the performance of a government function • A candidate for nomination or election to public office • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so It is the responsibility of the employee, officer or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium
Outside Employment	Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.

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Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Conduct unbecoming of a County employee
- Abuse of sick leave
- Conviction of a crime
- Violence in the work place
- Poor attendance
- Theft
- Poor job performance
- Harassment
- Discrimination
- Retaliation

This list is not all inclusive

Grievance Policy and Procedure

Summary

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedures for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance

For procedures to follow in the event of a grievance by an elected official, see:

- Chapter 152, Sec. 152.014 Local Government Code

Informal Grievances

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity the employee should immediately contact the Human Resource department
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed

Draft

Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

1) Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within ten business days after the alleged issue occurred. A statement of the specific corrective action that requested must be included in the written grievance.
    - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the department head or elected official
    - If the department head or elected official is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity, the employee should contact Human Resources
2) After being presented with a written and signed grievance, the supervisor will:
    - Meet with the employees involved and other people necessary to gather the facts
    - Immediately notify the Department Head and the Human Resource Department
    - Attempt to resolve the grievance with the employee
    - Communicate the decision in writing within ten business days after the receipt of the grievance
    - Send a copy of the proposed resolution to the elected official/department head and the Human Resources Department
3) If the employee filing the grievance does not receive a written resolution from the supervisor within ten business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
    - They must file a written appeal, within ten business days, with the department head along with a copy to the Human Resource Department.
4) The Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
    - The person(s) conducting the investigation may meet with the parties involved.
    - The Department Head/ Elected official will respond in writing to the employee within ten business days of the date the appeal was received.
5) If the Department Head is appointed by the Commissioners Court, Juvenile Probation Board, or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Department Head within ten business days of the date the grievance was appealed, (or if unsatisfied with the appointed Department Heads proposed resolution)
    - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, or District Judges) through the Human Resource Department.
6) The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 10 day response time, accordingly.

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For additional policy information contact the Human Resources Department or visit the policy center

301 SE Inner Loop Suite 108

Georgetown, TX 78626

512-943-1533

HUMAN RESOURCES

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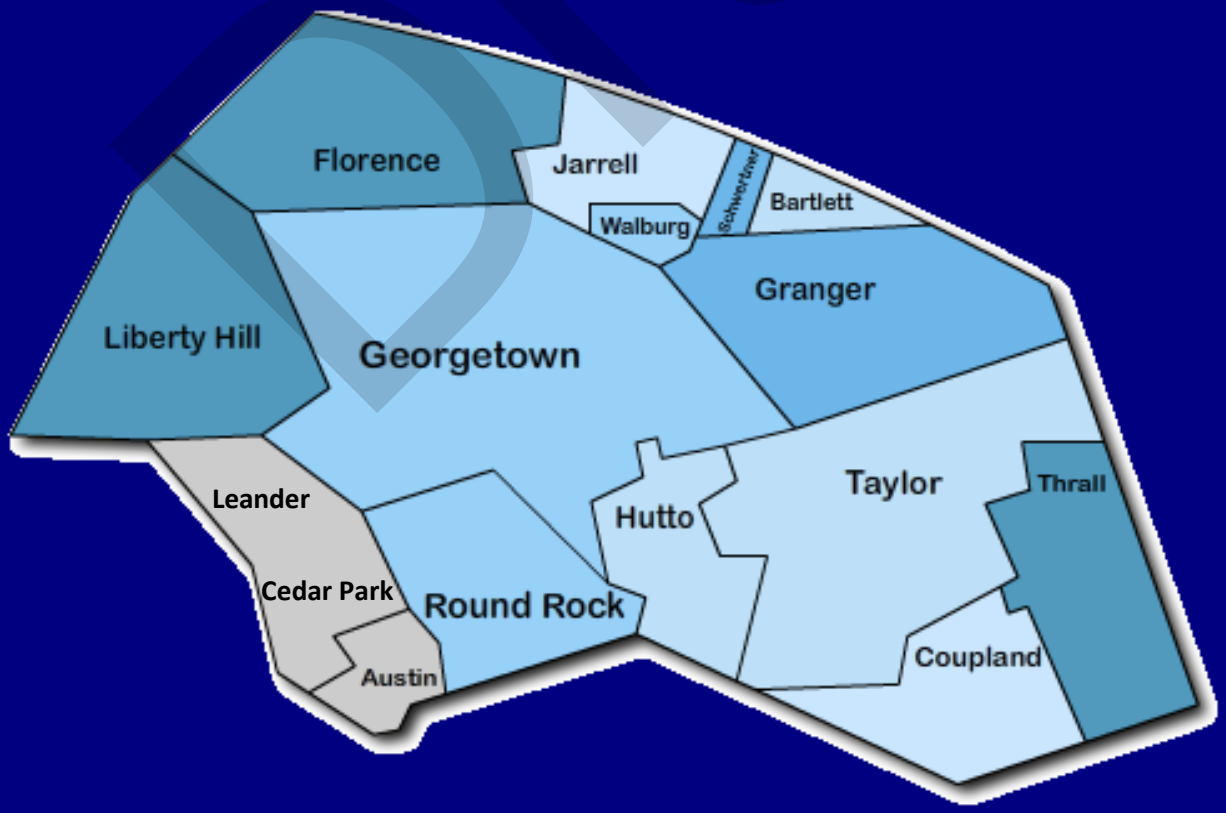

Commissioners Court - Regular Session **38.**

Meeting Date: 09/11/2018

budget order

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on FY18/19 Budget Order.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	08/31/2018 09:36 AM
Form Started By: Rebecca Clemons		Started On: 08/31/2018 09:11 AM
Final Approval Date: 08/31/2018		

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2018/2019 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2018/2019;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	122,506.80 per year
b)	Judge of the County Court at Law #1	157,000.00 per year
c)	Judge of the County Court at Law #2	157,000.00 per year
d)	Judge of the County Court at Law #3	157,000.00 per year
e)	Judge of the County Court at Law #4	157,000.00 per year
f)	County Attorney	157,000.00 per year
g)	County Sheriff	123,762.89 per year
h)	County Clerk	101,477.33 per year
i)	County Tax Assessor/Collector	105,525.49 per year
j)	District Clerk	101,477.33 per year
k)	County Treasurer	97,634.95 per year
l)	Each County Commissioner	99,754.89 per year
m)	Each Justice of the Peace	88,804.23 per year
n)	Each Constable	84,002.46 per year

2. The number of employee positions established and authorized for each official and/or department, ~~and t~~the maximum allowable salary for each position, and the job titles are ~~is~~ reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2018/2019 budget year is as follows:

Veterans Day	Monday	November 12,2018
Thanksgiving Holiday	Thursday Friday	November 22, 2018 November 23, 2018
Christmas Holiday	Monday Tuesday Wednesday	December 24, 2018 December 25, 2018 December 26, 2018
New Year's Holiday	Tuesday	January 1, 2019
Martin Luther King Day	Monday	January 21, 2019
President's Day	Monday	February 18, 2019
Good Friday	Friday	April 19, 2019
Memorial Day	Monday	May 27, 2019
Independence Holiday	Thursday	July 4, 2019
Labor Day	Monday	September 2, 2019

See Addendum: The Williamson County Employee Policy Manual (April 11, 2017). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices[RC1][RC2]. [NZ3][JK4]

1. Field training Officer Pay (FTO) – Training officers must maintain the proper certification and follow all established operating procedures. The positions designated as Field Training Officers will be paid $150 per month. The following departments/offices are authorized to receive FTO incentive pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 18 positions
Corrections – Maximum of 12 positions
Emergency Medical Services – Maximum of 20 positions
Mobile Outreach Team – Maximum of 2 positions

2. Crisis Intervention Team Supplemental Pay (CIT) – Members of the Crisis Intervention Team must maintain the proper certification and follow all established operating procedures. The positions designated for CIT pay will be paid $250 per month. The following departments/offices are authorized to receive CIT supplemental pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 11 positions

3. Training Specialist Supplemental Pay – Training Specialist must maintain the proper certification and follow all established operating procedures. The positions designated as Training specialist will be paid $100 per pay period. The following departments/offices are authorized to receive Training Specialist pay for the maximum number of position listed:

Emergency Communications – Maximum of 4 positions

4. On – call Pay – Specific positions are classified as eligible for on-call pay due to the demand for after hour services. The positions designated for on-call pay must follow all established operating procedures. The following departments/offices are authorized to on -call pay for the maximum number of positions and amounts listed.

District Attorney's Office – Maximum of 1 Assistant District Attorney, $300 per week to be paid by the District Attorney's Asset Forfeiture Fund
Facilities Maintenance – Maximum of 2 non – exempt positions, $75 per week
Technology Services – Maximum of 1 position, $200 per week

IV. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Commissioners Court has assigned $1.6 million dollars of fund balance for the purpose of

funding Law Enforcement and Corrections salaries should the amount budgeted not be sufficient to fund the total amount of approved FTE's in these departments. A budget amendment will be placed on the consent agenda during the fiscal year should the departments exceed the budgeted total.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures. The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office[RC5]. [JK6]

~~3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from~~

~~May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.~~

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.
The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child

safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of County employee events
b) Flowers for the death of an employee only
c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition.
   (Purchasing guidelines must be adhered to)
   i. The employee must be vested
   ii. $40.00 allowed for employees with up to 15 years of service
   iii. $80.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.
Purchases from this fund are approved by the County Judge.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court

for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including but not limited to, auditing by the Williamson County Auditor's Office.

V. PURCHASING – GENERAL PROCEDURES

1. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.

2. County purchasing policies must be strictly adhered to for all purchases and can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

   - County Purchase Requisitions and Purchase Orders must be submitted electronically. All Department Heads/County Officials shall ensure Purchase Requisitions are not created and approved in Oracle by the same individual. There must be a separation between Requisition originators and Requisition approvers. This is to ensure proper segregation of duties to prevent error and fraud.
   - All purchases for materials, supplies and services require Purchasing approval prior to placing the order. The preferred approval method is issuance of a Purchase Order but Procurement Cards (P-cards) may be used for specific situations.
     - *Purchases $5,000 or greater require approval of the County Judge.*

- Requests for a Purchase Order **after** the order is placed will not be processed except for the following items:
    - Repair services (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts). Purchase Requisition must be entered as soon as possible after the purchase was made.
    - Goods and Services purchased during an emergency (i.e. public calamity). Requisition must be entered as soon as possible, after the purchase was made and the purchase must be exempted during the next possible Commissioners Court meeting
- Purchases for supplies and materials for which a Purchase Order was not issued prior to the purchase must be approved by the County Judge. Please complete the *County Judge Approval Form* located on the Auditor's Portal for these purchases.

3. Procurement Cards (P-cards**)** may be utilized as an alternate purchasing method to Purchase Orders for small dollar purchases, registration fees, business travel and training. P-card holders must adhere to the Williamson County Procurement Policy located in the Procurement Card Manual at the SharePoint Purchasing Portal at https://wilco365.sharepoint.com/purchasingportal.
    - Cardholder is responsible to verify budget funds are available before the purchase is made.
    - *Purchases $5,000 or greater require approval of the County Judge.*
    - The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date. [NZ7] All statements and documentation should be submitted electronically for payment.[JK8]:
    - ~~The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date. .~~
    - Personal charges on the procurement card are strictly prohibited and may result in disciplinary action including suspension of card privileges and/or termination of employment.

43. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: *https://wilco365.sharepoint.com/purchasingportal*. This site provides county departments access to:

    a. Policies, Procedures and Manuals
    b. Training Materials
    c. Forms
    d. Guides and other tools to assist in the purchasing process

54. Any questions related to compliance with intent ~~conformance~~ of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

    http://www.wilco.org/CountyDepartments/Purchasing

VI. ACCOUNTS PAYABLE - GENERAL PROCEDURES

1. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor, department head, or elected official who certifies conformance to these guidelines by approving the expenditure.

   a) Any bill or invoice must be submitted to the County Auditor for payment within five (5) days of receipt by the Department. All expense reimbursements must be received in the County Auditor's office within sixty (60) days of the expenditure.
   b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.
   c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on the first working day after the holiday. .
   d) The cutoff day for receiving invoices for each check run will be Wednesday at 11am. The Accounts Payable department will endeavor to process invoices that are received from Friday~~Thursday~~ to the following Thursday~~Wednesday~~ approximately 12~~3~~-20 days after the invoice is received in our department.
   e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.
   f) Manual checks will be issued in emergency situations only with the County Treasurer's approval.
   g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.
   h) All Department Heads/County Officials shall ensure purchase requisitions are not created and approved in Oracle by the same individual
   i) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.
   j) PO numbers should be included on the invoice from the vendor. If the PO number is not indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.
   k) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.
   l) All authorizations and account coding should be made on the invoice.
   m) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.

n) If a PO is not required (Consult Purchasing Guide), and there is no invoice, please submit a check request form with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 12~~3~~-20 day processing time from the date Accounts Payable receives the request.

o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.

p) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) must include a printout of the on-line/e-mail receipt which includes itemized documentation of the expense. .

pq Cell phone use will be reimbursed/paid according to the county cell phone policy.

r) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

s) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

t) Transfer of funds **out** of the following line items will not be allowed:

i) Training
ii) Gasoline
iii) Cell Phones

u) Transfer of funds **into** any of the above line items may be allowed.

v) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

i. Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/ re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
ii. Fringe Benefits

w) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i. Funds for recruitment items must be approved during the annual budget process.
ii. Items must not state the name of any individual, but instead the name of the county and/or department or office.

iii. "Give Away" items such as pens, pencils, etc. should not exceed $2.00 per item.
iv. All purchases must follow procurement guidelines.

VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county, and utilizes a county owned vehicle during their work day, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

   The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

   a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
   b) One Chief and three Commanders in the Corrections Division of the Sheriff's Office
   c) Each Constable and Deputy Constables
   d) Investigators in the District Attorney and County Attorneys offices
   e) Two on call maintenance employees designated by the Maintenance Division Director
   f) The EMS Director~~,~~ ~~EMS Deputy Director~~, Division Commanders, and Operation Commander(s) approved by EMS Director
   g) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Captain
   h) The Assistant County Engineer for Field Operations, the Director of Field Operations, (9) Senior Foremen and Foreman, (1) County Inspector
   i) The Director of 911 Communications and Deputy Director who may take home the vehicle when on duty in absence of the Director of 911 Communications
   j) The MOT Director and all on call MOT counselors
   k) The Director of Emergency Management and the Deputy Director of Emergency Management
   l) The Wireless Communications Director and the Wireless Communications Tower Technician

~~***The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.***~~
The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.
[NZ9]

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.
It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. ~~Commissioners Court member, the Fleet Director, Sr. Director of Human Resources, Sr. Director of Infrastructure, Purchasing Agent, and a representative from the Budget Office~~. The Auditor's Office~~Purchasing Agent~~ is a non-voting member.

3. All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in the Human Resources Department to ensure appropriate claims processing. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable.

4. New vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator in the Human Resources Department immediately in order to ensure that proper insurance coverage is in place.

VIII. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED 2018/2019 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of 5 for, and 0 against on the 2018.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

Dan A. Gattis, County Judge

Nancy E. Rister, County Clerk

The Following Addendums are included fully in the Budget Order as approved by the court:

Williamson County Cell Phone Policy

Policy

Williamson County will no longer purchase cell phones or provide cell phone service for individual use except for those required for security reasons. For the majority of County employees, a stipend policy has been implemented and is laid out below. (Inserted note: Since a large number of law enforcement has cell phones, should this wording be changed?) Suggested change: Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a stipend policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees

and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Seven levels of cell phone stipends will be established:

$20.00 Per Month – ($10.00 per pmt)
$30.00 Per Month - ($15.00 per pmt)
$40.00 Per Month – ($20.00 per pmt)
$50.00 Per Month – ($25.00 per pmt)
$60.00 Per Month – ($30.00 per pmt)
$70.00 Per Month – ($35.00 per pmt)
$80.00 Per Month – ($40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

IV. Employees who are currently assigned a County owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a County stipend. Any employee allowed to keep a currently issued County owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

V. All current County maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by the County Judge.

VI. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VII. Expenditures over the allowed stipend will not be reimbursed.

VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

IX. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

X. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

Non-Reimbursable Expense Policy

The following list includes items that are not reimbursable by the County. Per Section 52 of the Texas State Constitution, all items using County funds must serve a direct benefit to the County. Any non-reimbursable expenses or charges on the County Procurement Card, must be reimbursed to the County as soon as possible.

I. Personal Purchases – Personal purchases are NOT allowed. Below are a list of examples:

- Damage to any personal items (clothing, vehicles/auto repairs, etc.)
- Personal phone calls
- Laundry services or personal clothing,
- Personal doctor bills, prescriptions, and other medical services
- Entertainment, movie rentals, saunas, massages, or exercise facilities
- Baby-sitter fees, personal kennel costs, pet or house-sitting fees
- Expenses incurred by a spouse or other individual accompany you on business.

II. Meals/Food/Drink:

- Coffee, tea, and other related items used by employees while in the office.
- Alcoholic beverages/tobacco products
- Drinking water services

III. Travel:

- Short term or valet parking at the airport (other than short term parking related to prison transports). Parking should not exceed $15 per day. Economy B-G Lots are long term parking lots at ABIA, and are approved for County employee parking.
- For Non-Airport Parking – Valet service is not an option unless safety is a concern. ~~Sales tax on hotel parking~~
- Mileage to/from County functions, not related to official County business (ex: retirement party)
- Transportation to places of entertainment or similar personal activities
- Excessive weight baggage fees or cost associated with more than two airline bags
- Up-grades to airfare, hotel or car rental

IV. Miscellaneous

- Expenses related to County Government Week or holiday decorations
- Flowers/plants
- Greeting, thank you, or holiday cards
- Fines and/or penalties
- Credit card delinquency or service fees
- Lifetime memberships to any association
- Donations to other entities
- Any items that could be construed as campaigning
- Sales tax on goods purchased
- Community outreach items exceeding $2 per item

Commissioners Court - Regular Session **39.**

Meeting Date: 09/11/2018

Office of Court Administration Agreement Long Distance Service for IV-D Court

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action concerning a Letter of Agreement with the Office of Court Administration regarding long distance services for the IV-D Court.

Background

This item has been reviewed by Legal and Contract Audit. This is a renewal. It provides the IV-D court with access to long distance services and we bill the Office of Court Administration monthly.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Office of Court Administration Agreement Renewal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 08:54 AM
Form Started By: Julie Kiley		Started On: 09/06/2018 08:46 AM
Final Approval Date: 09/06/2018		

DocuSign Envelope ID: 1A62596C-6CC0-4011-A84A-87CE70D060A2

OFFICE OF COURT ADMINISTRATION

DAVID SLAYTON
Administrative Director

August 29, 2018

The Honorable Dan A. Gattis
County Judge
Williamson County
710 S. Main St., Suite 101
Georgetown, Texas 78626

Re: Letter of Agreement pursuant to Tex. Fam. Code Ch. 201 and Chapters 72, 74 and 791, Tex. Gov't Code
Reimbursement of long-distance calling and facsimile services

Dear Judge Gattis:

This will confirm the Agreement between the Office of Court Administration (OCA) and Williamson County for long-distance calling and facsimile services for the Title IV-D court hosted in Georgetown, Texas.

1. a. The associate judge and court coordinator of the IV-D court hosted in Georgetown, Texas, may from time-to-time determine it is necessary to place long-distance phone calls or send faxes in relation to court business from the office provided by Williamson County.

   b. Williamson County agrees to make those utilities available to the court and to bill OCA for their use.

   c. OCA will reimburse Williamson County for those utilities.

   d. Williamson County will remit a monthly bill to OCA. Invoices may be sent by regular mail or email to either of the following addresses:

   Texas Office of Court Administration — accountspayable@txcourts.gov
   Attn: Carol Harper
   P.O. Box 12066
   Austin, TX 78711-2066

DocuSign Envelope ID: 1A62596C-6CC0-4011-A84A-87CE70D060A2

2. The total amount of this Letter Agreement shall not exceed One Hundred Fifty and no/100 Dollars ($150.00). The total amount of this Agreement may be amended with the mutual consent of both parties at any time during the term of this Agreement.

3. This Letter Agreement shall commence on September 1, 2018, and shall terminate on August 31, 2019, unless terminated sooner upon receipt by one party of written notice sent by the other party at least ten (10) days prior to early termination date, or extended.

4. Williamson County and OCA agree to use alternative dispute resolution to resolve any dispute arising under this contract.

5. This Letter Agreement is authorized pursuant to Tex. Fam. Code Ch. 201 and Chapters 72, 74 and 791, Tex. Gov't Code.

Office of Court Administration

David Slayton
Administrative Director

Williamson County

Dan A. Gattis
County Judge

Commissioners Court - Regular Session **40.**

Meeting Date: 09/11/2018

Spectrum internet service agreement for 1570 Cypress Creek Rd

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an agreement with Charter Communications Operating, LLC (Spectrum) for cable internet service at 1570 Cypress Creek Rd (Medic 22).

Background

This is an agreement to provide internet service for Medic 22's station. It's a month-to-month agreement for cable internet service. This is a planned, budgeted item by Technology Services and will be the same internet service now used in other stations. The cost is $74.98/month.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Spectrum Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:24 AM
Form Started By: Richard Semple		Started On: 09/06/2018 09:04 AM
Final Approval Date: 09/06/2018		

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Paul Gonzales
Phone: (512) 485-6497 ext:
Cell Phone:
Fax:
Email: paul.gonzales@charter.com

Order # 10593214

Customer Information: Customer Code		
Business Name	Williamson County *Master* (HQ)	**Customer Type:**
Federal Tax ID	**Tax Exempt Status**	**Tax Exempt Certificate #**
*****6906		
Billing Address		
Attention To:DIR-TEX-AN-NG-CTSA-008		**Account Number**
301 SE Inner Loop, Suite 105 GEORGETOWN TX 78626		
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Tammy McCulley	(512) 943-1455	tmcculley@wilco.org
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Richard Semple	(512) 943-1489	rsemple@wilco.org
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
Thomas G	(254) 220-9475	thomas.gillespie@wilco.org

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Internet and TV Services Order Information For 1570 Cypress Creek Rd WILCO Cedar Park TX 78613
Service Type
IPs (Internet Addresses)
High Speed Internet (HSD)

New and Revised Services and Monthly Charges At 1570 Cypress Creek Rd Unit WILCO, Cedar Park TX 78613

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Spectrum Bus Plus Adl	1	$59.99	$59.99	Month to Month
Static IP 1	1	$14.99	$14.99	Month to Month
***Total**			**$74.98**	

*Prices do not include taxes and fees.

One Time fees At 1570 Cypress Creek Rd Unit WILCO, Cedar Park TX 78613

Description	Quantity	Sales Price	Total
Internet Installation	1	$99.00	$99.00
Total			**$99.00**

*Prices do not include taxes and fees.

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Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Dan A. Gattis County Judge

Printed Name and Title

Date Signed

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SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at https://enterprise.spectrum.com/ ("Terms of Service"), which are incorporated herein by this reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Paul Gonzales Telephone: (512) 485-6497 Email: paul.gonzales@charter.com

Customer Information				
Customer Name (Exact Legal Name): Williamson County *Master* (HQ)			Main Tel. No.:	
Billing Address: 301 SE Inner Loop, Suite 105	Suite:	City: GEORGETOWN	State: TX	Zip Code: 78626
Billing Contact Name: Tammy McCulley	Tel.No.: (512) 943-1455		E-mail: tmcculley@wilco.org	
Authorized Contact Name: Richard Semple	Tel.No.: (512) 943-1489		E-mail: rsemple@wilco.org	

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

Customer: Williamson County *Master* (HQ)

By:

Name (printed): Dan A. Gattis

Title: County Judge

Date:

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Commissioners Court - Regular Session **41.**

Meeting Date: 09/11/2018

Advertisement Approval RFP 1809-257 Specific & Aggregate Stop Loss

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Specific and Aggregate Stop Loss Insurance under RFP #1809-257.

Background

Williamson County is re-evaluating their current specific and aggregate stop loss contract. The purpose of this RFP is to determine if there are options available in the market which may offer lower cost and seamless coordination with the County's medical TPA. Williamson County is looking for the provider to provide consistent, exemplary levels of service and compliance. The ability to provide a single, accountable point of contact will be a significant factor in selection.

The County has a self-funded medical benefit program that provides benefits to its employees and dependents. The County has two (2) self-funded Medical Plans administered by United Healthcare that differ by network. The County also has a Preventative Diabetic Wellness and Co-Morbid Disease benefits provided in both medical plans and administered by United Healthcare. As of July 2018, there are approximately 1,381 employees, 108 Retirees, and 5 Cobra participants enrolled in the two medical plans including Vision Coverage.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFP Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/06/2018 10:50 AM
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:59 AM
Form Started By: Thomas Skiles		Started On: 09/05/2018 08:28 AM
Final Approval Date: 09/06/2018		

Solicitation 1809-257

Specific and Aggregate Stop Loss Insurance

Bid Designation: Public

Williamson County, Texas

Bid 1809-257
Specific and Aggregate Stop Loss Insurance

Bid Number	1809-257
Bid Title	Specific and Aggregate Stop Loss Insurance
Bid Start Date	In Held
Bid End Date	Oct 2, 2018 3:00:00 PM CDT
Question & Answer End Date	Sep 28, 2018 5:00:00 PM CDT
Bid Contact	Blake Skiles Senior Purchasing Specialist 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**1 year**
Contract Renewal	2 annual renewals
Prices Good for	**30 days**
Bid Comments	**Williamson County is re-evaluating their current specific and aggregate stop loss contract. The purpose of this RFP is to determine if there are options available in the market which may offer lower cost and seemless coordination with the County's medical TPA Williamson County is looking for the provider to provide consistent, exemplary levels of service and compliance. The ability to provide a single, accountable point of contact will be a significant factor in selection.** **The County has a self-funded Medical benefit program that provides benefits to its employees and dependents. The County has two (2) self-funded Medical Plans administered by United Healthcare that differ by network. The County also has a Preventative Diabetic Wellness and Co-Morbid Disease benefits provided in both medical plans and administered by United Healthcare. As of July 2018, there are approximately 1381 employees, 108 Retirees, and 5 Cobra Participants enrolled in the two medical plans that includes Vision Coverage. UHC is also County's PBM as well.**

Item Response Form

Item	**1809-257--01-01 -** Please Attach All Documents To This Line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Please Attach All Documents To This Line

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1809-257
Specific and Aggregate Stop Loss Insurance

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Oct 2, 2018 3:00:00 PM CDT

PROPOSAL WILL BE PUBLICLY OPENED:
Oct 2, 2018 3:00:00 PM CDT

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Proposal.

All electronic proposal must be submitted via: www.bidsync.com

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Respondents are strongly encouraged to carefully read this entire RFP.

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

- If mailed or delivered in person, Proposal and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this RFP, to:

  Williamson County Purchasing Department
  Attn: **PROPOSAL NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than t required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to t representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP**. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she is not now, nor has been for the past six months, directly or indirectly concerned in any pool or agreement or combination, to control the price services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not submit a Proposal thereon. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

2.8 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.9 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business

arrangement with any employee, official or agent of the County.

2.10 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

3.8 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.9 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.10 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.11 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any

manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.12 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to t Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTIALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Stop Loss RFP WORKBOOK

	INTRODUCTION, TIMELINE & REQUIREMENTS
	Name - Williamson County
	Address - 301 S.E. Inner Loop, Suite 108 - Georgetown, Texas 78626
	SIC Code - 9199 General Government
	Nature of Business - Local City Government
1	**INTRODUCTION**
	Williamson County is re-evaluating their current specific and aggregate stop loss contract. The purpose of this RFP is to determine if there are options available in the market which may offer lower cost and seemless coordination with the County's medical TPA Williamson County is looking for the provider to provide consistent, exemplary levels of service and compliance. The ability to provide a single, accountable point of contact will be a significant factor in selection.
	Williamson County's Company Profile and Benefit Plan Overview:
	The County has a self-funded Medical benefit program that provides benefits to its employees and dependents. The County has two (2) self-funded Medical Plans administered by United Healthcare that differ by network. The County also has a Preventative Diabetic Wellness and Co-Morbid Disease benefits provided in both medical plans and administered by United Healthcare. As of July 2018, there are approximately 1381 employees, 108 Retirees, and 5 Cobra Participants enrolled in the two medical plans that includes Vision Coverage. UHC is also County's PBM as well.
	Williamson County's Objectives:
	• Achieve lower fixed cost • Offer quality customer service • Coordination with Medical TPA (United Healthcare) for prompt payment
	Williamson County effective date January 1, 2019.
2	**TIMELINE**
	Advertisement Approval - 9/11
	RFP Released - 9/11
	RFP Closes - 10/2
	Evaluation Committee Review - 10/22
	Benefits Committee Approval - 10/31
	Formal Award By Commissioners Court - 11/13 or 12/4
3	**CONTRACT TERM**

	The recommended contract term is 1 year, renewable annually up to 2 annual renewals. Each renewal will be based upon the same terms and conditions as the original except for performance guarantees. Performance guarantee results will be reviewed each year and may be revised by mutual agreement. Other contract terms and conditions changes must be made by mutual agreement. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of intent to terminate.
4	**EXAMINATION OF RFP**
	The vendor partner is expected to examine this Request for Proposal ("RFP") carefully, understand the terms and conditions for providing the pertinent services and **respond completely in the format provided**. Failure to do so may result in disqualification of the submitted proposal.
5	**QUESTIONS**
	Any questions regarding the meaning or interpretation of this RFP must be submitted via BidSync.
	Submit all questions via BidSync:
	http://www.bidsync.com
	Verbal explanations are not permitted outside of finalist presentations.
	Williamson County, or any representative acting on behalf of Williamson County, shall not schedule meetings related to the RFP with representatives of any vendor partner who has submitted proposals and vendor partner shall not contact Williamson County or any representative to explain, clarify or discuss their proposals before an award has been made, except as set out in this section. Violation of this provision may lead to disqualification from consideration.
	Williamson County reserves the right to contact any vendor partner for clarification after proposals are received to further negotiate with any vendor partner if Williamson County deems such action appropriate.
6	**PROPOSAL SUBMISSION**
	The vendor partner shall submit a proposal containing all information required by the RFP. Failure to respond to all portions of this RFP, in the format provided, may result in the bidder's disqualification.
	The bidder must submit electronic copy of their proposal via BidSync:
	http://www.bidsync.com

	All proposals, responses, inquiries, correspondence relating to or in reference to this RFP, and all electronic media, reports and other documentation submitted by the bidder shall become the property of Williamson County. Any cost or expense incurred by the bidder that is associated with the preparation of the proposal will be at the bidder's sole cost and expense.
	By submitting the proposal, the bidder certifies and represents to Williamson County that the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other item of value for the receipt of special treatment, advantage, information, opinion, recommendation, or any other exercise of discretion concerning this RFP.
7	**CONTACT & COMMUNICATION**
	During the period between proposal submission and the contract award, the bidder shall not directly discuss or promote their proposal with Williamson County unless requested by Williamson County. No publicity or news release about this RFP, the response, or discussion of any kind related to this RFP, or to the award of any contract, may be released without the prior written approval of Williamson County.
8	**MANDATORY REQUIREMENTS**
	Minimum requirements must be passed in order to be considered for scoring as described in Section 9
	A. Must have been rated by A.M. Best for at least the past three years as an A rated company
	B. Insurance company is published in the current listing of insurance companies, authorized to transact business in the State of Texas
	C. Will consider waiving the Employee Actively at Work/Dependent Non-Conforming Underwriting provision
9	**EVALUATION CRITERIA**
	Williamson County will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Williamson County may select some of the respondent proposals for finalist presentations. Criteria to be evaluated may include, but are not limited to the items listed below:
	A. Responsiveness to the Request for Proposal (10 Points)
	Understanding and acceptance of the general provisions in this RFP
	Submission of all information required by this RFP in the format provided
	Clarity and conciseness of the proposal response
	B. Economic evaluation of the Proposed Fee Schedule (60 Points)
	Overall cost of providing the entire scope of services requested in this RFP
	Overall impact of lasered participants
	Overall impact of other exclusions
	Current financial ratings

	C. Capability, quality and expertise to provide the services requested (25 Points)
	Experience in the effective operation of stop loss administration
	Claims payment speed and precision; reporting capabilities, seemless integration with UHC
	Overall technology capabilities (e.g. claims analysis, payment, reporting)
	Demonstrated professionalism and positive customer service interactions with Williamson County's staff
	The ability to provide the services requested in this RFP
	D. References (5 Points)
10	**RESERVATION OF RIGHTS**
	Williamson County reserves the right to:
	Accept or reject any and all proposals received
	Issue a subsequent RFP
	Cancel the entire RFP
	Remedy technical errors in the RFP process
	Negotiate with any, all or none of the respondents to the RFP
	Accept the electronic proposal as an offer
	Release of this RFP does not commit Williamson County to enter into a contract nor does it obligate it to pay any costs incurred in preparation and submission of proposals or in anticipation of a contract.
11	**PROPOSAL REQUIREMENTS**
	Proposals shall be submitted in the Excel format provided (tabs 2, 3, 4, 6), including the following information:
	A. Executive Summary (provide separate attachment)
	Exhibit an understanding of this request and proposed means of accomplishing it. Summary shall include anticipated approach to accomplish the goals, any unique problems envisioned and solutions offered.
	B. Financial Quote (Specific and Aggregate premium)
	C. Questionairre
	D. References
	E. Implementation timeline

Williamson County
Exhibit A - Stop Loss RFP
Price Sheet

	CURRENT	Proposed	Proposed	Proposed
# of Employees	1503	1503	1503	1503
# of Employees w/EE Only	658	658	658	658
# of Employee w/Family	845	845	845	845
Individual Stop Loss (ISL)				
Carrier	UHC	TBD	TBD	TBD
Contract & Coverage	15/12 Medical & Rx	15/12 Medical & Rx	15/12 Medical & Rx	15/12 Medical & Rx
Deductible	**$250,000**	**$250,000**	**$300,000**	**$350,000**
Employee	$45.77			
Family	$45.77			
Aggregate Stop Loss (ASL)				
Contract & Coverage	24/12 Medical & Rx	24/12 Medical & Rx	24/12 Medical & Rx	24/12 Medical & Rx
Aggregating Specific Deductible				
ASL Factor (120%)				
Employee	$1,257.82			
Family	$1,257.82			
ASL Premium				
Employee	$4.72			
Family	$4.72			

Williamson County
Exhibit A - Stop Loss RFP
Marketing Requirements/Questions

Requirements - Please confirm your adherence to the following requirements.

Please confirm the proposal submitted shall remain firm for acceptance for a period of sixty (60) days from the date and time of the proposal opening.	Please Select
Please confirm you are authorized to do business in the State of Texas.	Please Select
Please confirm you will waive any and all Actively at Work and hospital confined provisions for both employees and dependents and must accept the Entity's current Benefit Booklet/Document(s) and underwriting specifications per employer.	Please Select
Please confirm that healthcare benefits will not be limited due to health status, medical condition (including both physical and mental illness) claim experience, genetic information, or evidence of insurability, conditions arising out of domestic violence, participation in dangerous activities, and disability.	Please Select
Please confirm your eligibility rules do not contain criteria that discriminate against an individual based on a health factor. The eligibility rules include enrollment, effective date of coverage, waiting or affiliation periods, late and special enrollment, eligibility for benefit packages, eligibility for benefits, continued eligibility and termination coverage.	Please Select
Please confirm you will cover all retirees eligible for plan.	Please Select
Please confirm you will accept electronic eligibility.	Please Select
Please confirm you will Accept Medical Benefit coverage's and exclusions in full	Please Select
Please confirm all deviations from above will be included on the attached Deviations Spreadsheet.	Please Select

Marketing Questions

Please provide your Home Office address and phone number.	
Please provide the name and contact information of the person(s) who will be the primary contact for all administrative questions and concerns.	
Please provide your current rating from A.M. Best, Standard and Poors and Moody's.	
Please indicate where the ISL and/or ASL claims will be processed.	
Please indicate the normal processing time for an ISL claim.	
Please indicate the normal processing time for an ASL claim.	
Please indicate your monthly reporting requirements.	
Please confirm your willingness to offer a 60 Day Lock.	Please Select
Please confirm you have attached a document along with your proposal that describes any exclusions or limitations in your standard contract.	Please Select

If a claim has been sent for a hospital audit and it has not been returned by the last day of the policy, when it is returned and paid, will it count as if it had been paid during the contract?	Please Select
Please confirm you have attached a copy of the specific and aggregate contracts along with your proposal.	Please Select
Please confirm you will accept receipt of monthly communication via a secured website.	Please Select
Please confirm your plan document will be PPACA compliant and that the stop loss will reimburse per PPACA mandates.	Please Select
Please confirm you will accept all eligible benefits in compliance with PPACA regulations.	Please Select

Qualifications/Other Requirements

Please indicate your agreement to the following statement:

> We agree that we have read and fully understand the attached plan contracts and policy booklets. We have noted any and all deviations to current and/or requested plan provisions and administration. We also understand that by agreeing to this statement, if selected as the new carrier, that all plan and administrative provisions in the current contract will be duplicated to the best of our ability recognizing that policy language would be our standard language, unless noted in our deviations document and submitted as requested during the RFP process.

Please Select

Please provide any other relevant information pursuant to your offer.

Please indicate any value added enhancements you can offer and indicate any financial impact to your quoted rates.

Proposal valid for:

Stop Loss RFP WORKBOOK

Carrier Name	
Client References	*Please include contact name, company, # of employees, client's initial contract date, phone number and email address*
Client Reference - similar industry	
Client Reference - similar size	
Client Reference - former client	

SELF-FUNDED MEDICAL RFP WORKBOOK

Plan Description	Nexus ACO OA		Choice Plus	
	ACO Tier 1 Network	UHC Network - Non Tier 1	In Network	Out of Network
Deductible Individual Family	$1,750 $3,500		$1,750 $3,500	$3,500 $7,000
Coinsurance	80%	50%	80%	50%
Maximum Out of Pocket Inividual Family	$5,500 $11,000		$5,500 $11,000	No Out of Pocket Max No Out of Pocket Max
Physician Office Visit Specialist Office Visit	$30 copay $55 copay	50% after deductible 50% after deductible	$30 copay $55 copay	50% after deductible 50% after deductible
Preventive Care Physical; Well Woman Exam; Mammogram; Routine Immunizations; Well Baby Exams	100% no copay	100% no copay	100% no copay	50% after deductible
Virtual Visits	100% no copay	100% no copay	100% no copay	Not Covered
Emergency Services Ambulance Emergency Room Urgent Care	80% after deductible $300 copay $45 copay	80% after deductible $300 copay $45 copay	80% after deductible $300 copay $45 copay	80% after deductible $300 copay 50% after deductible
Hospital Services In-Patient Services Out-Patient Services	80% after deductible 80% after deductible	50% after deductible 50% deductible	80% after deductible 80% after deductible	50% after deductible 50% after deductible

Other Benefits Durable Medical Equipment Home Health Care Hospice Care	80% after deductible 100% after deductible 100% no deductible	80% after deductible 100% after deductible 100% no deductible	80% after deductible 100% after deductible 100% no deductible	50% after deductible 50% after deductible 50% after deductible
Minor Lab/X-Ray Major Diagnostics (CT, PET, MRI, Nuclear Medicine)	100% no deductible 80% after deductible	100% no deductible 80% after deductible	100% no deductible 80% after deductible	50% after deductible 50% after deductible
Mental Health In-Patient Out-Patient	80% after deductible $55 copay	80% after deductible $55 copay	80% after deductible $55 copay	50% after deductible 50% after deductible

Tier Level	Retail Up to 31-day supply		*Mail Order Up to 90-day supply
	Network	**Non-Network**	**Network**
Tier 1	$35%, $10 Minimum, not to exceed $100	Not Covered	$20
Tier 2	$35%, $40 Minimum, not to exceed $100	Not Covered	$80
Tier 3	$35%, $75 Minimum, not t	Not Covered	$100
Specialty Tier	$125	N/A	N/A

Williamson County
Exhibit A - Stop Loss RFP
Deviations

Please provide details of any deviations to this RFP below.

1

2

3

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	
Address of Respondent:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

Question and Answers for Bid #1809-257 - Specific and Aggregate Stop Loss Insurance

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **42.**

Meeting Date: 09/11/2018

15RFP125 Renewal 1 with Symetra Life Insurance Company

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of contract 15RFP125 with Symetra Life Insurance Company for the Group Insurance health related services for Life, AD&D, and Disability for the same pricing, terms and conditions as the existing contract for the term of October 1, 2019 - December 31, 2019.

Background

This is the 1st renewal for the Group Health Related Insurance Coverages including Life, AD&D, and Disability. This is funded under the GL#01.0885.0885.004058 Group Life Premiums and budgeted for $18,500.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Symetra rate renewal letter

15RFP125 renewal 1 Symetra Life Insurance Company

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/06/2018 10:51 AM
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:59 AM
Form Started By: Dianne West		Started On: 09/05/2018 03:58 PM
Final Approval Date: 09/06/2018		

SYMETRA
RETIREMENT | BENEFITS | LIFE

Symetra Life Insurance Company
P.O. Box 34690
Seattle, WA 98124-1690

Phone: (800) 426-7784
Fax: (866) 348-0058
TT/TTY (800) 833-6388 (Deaf/HH only)

Benefit Administrator
Williamson County
301 SE Inner Loop, Suite 108
Georgetown, TX 78626

Re: Policy 01-016850-00
January 01, 2019

Dear Policyholder:

This letter contains the results of our annual review of your group insurance coverages. We have evaluated your rates using current census data and your plan's experience.

Effective January 1st, 2019 your renewal rates are as follows: :

	Lives	Volume	Current Rates	Renewal Rates
Basic Life	1766	$16,955,500.00	$0.030	$0.030
Basic AD&D	1668	$16,465,500.00	$0.020	$0.020
Basic Dependent Life	1193	1,193	$0.540	$0.540
Supplemental Employee Life	1041	$95,758,000.00	Step-rates*	Step-rates*
Supplemental Spouse Life	585	$19,715,500.00	Step-rates*	Step-rates*
Supplemental Child Life	571	$5,710,000.00	$0.054	$0.054
Supplemental Employee AD&D	1041	$95,758,000.00	$0.020	$0.020
Voluntary Long Term Disability Insurance	918	$4,148,383.31	Step-rates*	Step-rates*
Voluntary Short Term Disability Insurance	408	$239,804.02	Step-rates*	Step-rates*

	Current Monthly Premium	Renewal Monthly Premium	Percent Change
Basic Life	$508.67	$508.67	0%
Basic AD&D	$329.31	$329.31	0%

Symetra® is a registered service mark of Symetra Life Insurance Company.

Basic Dependent Life	$644.22	$644.22	0%
Supplemental Employee Life	$22,871.49	$22,871.49	0%
Supplemental Spouse Life	$3,867.49	$3,867.49	0%
Supplemental Child Life	$308.34	$308.34	0%
Supplemental Employee AD&D	$1,915.16	$1,915.16	0%
Voluntary Long Term Disability Insurance	$16,054.43	$16,054.43	0%
Voluntary Short Term Disability Insurance	$12,837.58	$12,837.58	0%

- Life and AD&D rates are based on per $1,000
- Basic Dependent Life rates are based on per family unit
- Long Term Disability rates are quoted as % of total covered payroll
- Short Term Disability rates are quoted as per $10 of weekly covered benefit

- All renewal rates are guaranteed for 2 years from the date shown above.

If you have any questions regarding this renewal information, please contact me or Holmes Murphy. We appreciate the opportunity to provide this insurance coverage and look forward to many more years of continued service to you.

Sincerely,

Rachel Stetzer
Regional Account Manager
972-234-7166
Symetra

3/2/2018
date

cc: Holmes Murphy

Symetra® is a registered service mark of Symetra Life Insurance Company.

SYMETRA LIFE INSURANCE COMPANY
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

PREMIUM RATE NOTICE

Policy Number:	01-016850-00
Policyholder:	Williamson County
Effective Date of Premium Rates:	January 01, 2019

Coverage	**Monthly Rate**
Basic Life	$0.030
Basic AD&D	$0.000
Basic Dependent Life	$0.540
Supplemental Employee Life	Step-rates*
Supplemental Spouse Life	Step-rates*
Supplemental Child Life	$0.054
Supplemental Employee AD&D	$0.020
Voluntary Long Term Disability Insurance	Step-rates*
Voluntary Short Term Disability Insurance	Step-rates*

- Life and AD&D rates are based on per $1,000
- Basic Dependent Life rates are based on per family unit
- Long Term Disability rates are quoted as % of total covered payroll
- Short Term Disability rates are quoted as per $10 of weekly covered benefit

Supplemental Employee Life Step-rates are as follows:

	Current:	**Renewal:**
Age	**Rate per $1,000**	**Rate per $1,000**
< 25	$0.086	$0.086
25-29	$0.086	$0.086
30-34	$0.086	$0.086
35-39	$0.108	$0.108
40-44	$0.151	$0.151
45-49	$0.218	$0.218
50-54	$0.324	$0.324
55-59	$0.542	$0.542
60-64	$0.599	$0.599
65-69	$0.997	$0.997
70-74	$1.748	$1.748
75 +	$6.546	$6.546

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Supplemental Spouse Life Step-rates are as follows:

	Current:	Renewal:
Age	Rate per $1,000	Rate per $1,000
< 25	$0.056	$0.056
25-29	$0.056	$0.056
30-34	$0.056	$0.056
35-39	$0.078	$0.078
40-44	$0.121	$0.121
45-49	$0.188	$0.188
50-54	$0.294	$0.294
55-59	$0.512	$0.512
60-64	$0.569	$0.569
65-69	$0.967	$0.967

Voluntary Long Term Disability Insurance Step-rates are as follows:

	Current Rates:	Renewal Rates:
Age	Rate per $100 of Monthly Covered Payroll	Rate per $100 of Monthly Covered Payroll
< 25	$0.111	$0.111
25-29	$0.111	$0.111
30-34	$0.139	$0.139
35-39	$0.194	$0.194
40-44	$0.278	$0.278
45-49	$0.435	$0.435
50-54	$0.593	$0.593
55-59	$0.648	$0.648
60-64	$0.694	$0.694
65-69	$0.796	$0.796
70-74	$1.037	$1.037
75 +	$1.037	$1.037

Voluntary Short Term Disability Insurance Step-rates are as follows:

	Current:	Renewal:
Age	Rate per $10 of Monthly Covered Benefit	Rate per $10 of Monthly Covered Benefit
< 25	$0.560	$0.560
25-29	$0.560	$0.560
30-34	$0.640	$0.640
35-39	$0.600	$0.600
40-44	$0.470	$0.470
45-49	$0.440	$0.440
50-54	$0.480	$0.480

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55-59	$0.530	$0.530
60-64	$0.640	$0.640
65-69	$0.710	$0.710
70-74	$0.930	$0.930
75 +	$0.930	$0.930

Rates will be guaranteed until December 31st, 2020 unless there is a change in benefits, eligibility, or an Associated Company is added.

Premium rate adjustments due to change in age are effective on the policy anniversary following the date of change.

SYMETRA LIFE INSURANCE COMPANY

Margaret Meister

BY: Margaret Meister, President

Date: 3/2/2018

Instructions: (1) Use these rates beginning on the effective date shown above.
(2) Retain this Premium Rate Notice with your policy.

SYMETRA
RETIREMENT | BENEFITS | LIFE

Symetra® is a registered service mark of Symetra Life Insurance Company.

SYMETRA®
RETIREMENT | BENEFITS | LIFE

Symetra Life Insurance Company

Group Life Insurance

CERTIFICATE

Please Note: Death benefits will be reduced if accelerated benefits are paid.

Class 1

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SYMETRA
RETIREMENT | BENEFITS | LIFE

CERTIFICATE OF INSURANCE

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Policyholder:	Williamson County
Policy Number:	01 016850 00
Policy Effective Date:	January 1, 2016
Policy Anniversary Date:	January first of each year beginning in 2017

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for The Company

Michael Fry, Executive Vice President

Thomas M. Marra, President

A note on capitalization in this certificate:
Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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Benefits
General Provisions

Symetra ® is a registered service mark of Symetra Life Insurance Company.

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Human Resources
Vendor Name:	Symetra Life Insurance Company		
Vendor Address:	P O Box 34690, Seattle, WA 98124-1690		
Purpose/Intended Use of Product or Service (summary):			
Group Insurance Coverages-Health Related Services – Life, AD&D, Disability			
P.O./Contract Number:	15RFP125	**Effective Date:**	01/01/2019
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	12/31/2019
Requested By:	Shelley Loughrey, Director of Benefits Administration		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract. Symetra rate renewal letter, dated January 01, 2019, is attached and subject to Commissioners Court approval.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2), one (1) year renewal option periods:**

Renewal Option Period 1	January 1, 2019 – December 31, 2019
Initial Contract Period	January 1, 2016 – December 31, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Symetra Life Insurance Company

Name Rachel Stetzer

Title Regional Account Manager

Signature _____

Date 8/23/2018

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

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **43.**

Meeting Date: 09/11/2018

1509-009 Malpractice Insurance renewal 3

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of Mal-Practice Insurance, #1509-009 for the same pricing, terms and conditions as the existing contract for the term of October 1, 2018 – September 30, 2019, with Extraco Banks.

Background

This is the third extension of three (3) possible, one (1) year renewal options. The EMS Department submitted a Vendor Performance Report (VPR) that reflected the Vendor exceeding our requirements on this contract, and request to renew for the last renewal period. The budget amount for the Malpractice General Liability Insurance is $23,600.00 under line item 01.0100.0540.004410 Bond Premiums.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1509-009 Malpractice Insurance renewal 3

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/06/2018 10:53 AM
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:59 AM
Form Started By: Dianne West		Started On: 09/05/2018 04:20 PM
Final Approval Date: 09/06/2018		

WILLIAMSON COUNTY
TEXAS

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Service	**Department:**	EMS
Vendor Name:	Extraco Banks		
Vendor Address:	P.O. Box 6101, Temple, Texas 76503-6101		
Purpose/Intended Use of Product or Service (summary):			
Mal-Practice Insurance			
P.O./Contract Number:	1509-009	**Effective Date:**	10/01/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/30/2019
Requested By:	Mike Knipstein, Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid for the same pricing, terms and conditions as the existing contract.**
- **Extend Contract for the third (3rd) of three (3), one (1) year renewal option periods.**

Renewal Option Period 3	October 1, 2018 – September 30, 2019
Renewal Option Period 2	October 1, 2017 – September 30, 2018
Renewal Option Period 1	October 1, 2016 – September 30, 2017
Initial Contract Period	October 1, 2015 – September 30, 2016

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor EXTRACO BANKS

Name PAM EASLEY

Title VP, MGR, INS SUPPORT

Signature _____

Date 8-29-18

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

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **44.**

Meeting Date: 09/11/2018

Award of Invitation for Bid #1805-229 CR 279 (Bagdad Rd) at CR 278 at River Ranch County Park Rd

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding Invitation to Bid # Invitation for Bid #1805-229 CR 279 (Bagdad Rd) at CR 278 at River Ranch County Park Road to the lowest responsive bidder, Champion Site Prep in the amount of $2,959,000.00.

Background

The bid was viewed by 77 suppliers and 6 bids were submitted. The Contractor's low base bid is $1,532,576.77 below the Engineer's Estimate, a cost saving of 34.1%. In addition to meeting the bid qualifications subject to being low bidder, Champion Site Prep has performed similar work on other projects and received positive references from those contacted. Based on the low bid and previous quality of work done for Williamson County, HNTB concurs with the Design Engineers' (Lockwood, Andrew, and Newman) Recommendation of Award for the CR 279 (Bagdad Rd) at CR 278 at River Ranch County Park Rd to Champion Site Prep. The Point of Contact for this Bid is HNTB. Road Bond and Park Funds will be utilized.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Packet for 1805-229

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/06/2018 10:55 AM
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:59 AM
Form Started By: Johnny Grimaldo		Started On: 09/06/2018 10:15 AM
Final Approval Date: 09/06/2018		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

September 4, 2018

Williamson County Purchasing Department
901 S. Austin Ave
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
CR 279 (Bagdad Road) at CR 278 (River Ranch Park)
Williamson County Project No. 1805-229
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Champion Site Prep) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1.	Champion Site Prep	$2,959,000.00
2.	MA Smith Contracting	$3,384,766.60
3.	Chasco Constructors	$3,574,474.00
4.	Cash Construction	$2,849,157.00
5.	Cox Commercial Construction	$4,185,966.50
6.	Joe Bland Construction	$4,439,823.64

The Contractor's low base bid is $1,532,576.77 below the Engineer's Estimate, a cost saving of 34.1%.

In addition to meeting the bid qualifications subject to being low bidder, Champion Site Prep has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $2,959,000.00 and the previous quality of work done for Williamson County, we concur with the Design Engineer's (Lockwood, Andrew, and Newnam) Recommendation of Award for the CR 279 (Bagdad Rd) at CR 278 (River Ranch Park) construction contract to Champion Site Prep.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

James Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gattis, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Madsen, Williamson County, Pct. 4
Robert Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
1805-229 CR 279 (Bagdad Rd) at River Ranch
HNTB Bid Tabulation
August 15, 2018

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Champion Site Prep	$2,959,000.00	1	($1,532,576.77)	-34.1%	-	-
MA Smith Contracting	$3,384,766.60	2	($1,106,810.17)	-24.6%	$ 425,766.60	14.4%
Chasco Constructors	$3,574,474.00	3	($917,102.77)	-20.4%	$ 615,474.00	20.8%
Cash Construction	$3,849,157.00	4	($642,419.77)	-14.3%	$ 890,157.00	30.1%
Cox Commercial Construction	$4,185,966.50	5	($305,610.27)	-6.8%	$ 1,226,966.50	31.9%
Joe Bland Construction	$4,439,823.64	6	($51,753.13)	-1.2%	$ 1,480,823.64	35.4%

Williamson County Road Bond Program
1805-229 CR 279 (Bagdad Rd) at River Ranch
HNTB Bid Tabulation
August 15, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Champion Site Prep		MA Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING RIGHT OF WAY	52.3	STA	$ 2,700.00	$ 141,210.00	$ 1,210.59	$ 63,313.86	$ 2,000.00	$ 104,600.00
2	110-6001	EXCAVATION (ROADWAY)	36300	CY	$ 15.50	$ 562,650.00	$ 8.80	$ 319,440.00	$ 13.00	$ 471,900.00
3	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	5538	CY	$ 16.80	$ 93,038.40	$ 2.19	$ 12,128.22	$ 9.00	$ 49,842.00
4	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	43324	SY	$ 2.79	$ 120,873.96	$ 0.46	$ 19,929.04	$ 1.50	$ 64,986.00
5	161-WC001	EROSION CONTROL COMPOST (3")	10831	SY	$ 3.43	$ 37,150.33	$ 3.04	$ 32,926.24	$ 2.90	$ 31,409.90
6	162-WC103	MULCH TOP DRESSING (5")	10831	SY	$ 5.00	$ 54,155.00	$ 4.04	$ 43,757.24	$ 4.00	$ 43,324.00
7	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	21307	SY	$ 0.38	$ 8,096.66	$ 0.14	$ 2,982.98	$ 0.15	$ 3,196.05
8	164-WC05	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	42610	SY	$ 0.68	$ 28,974.80	$ 0.18	$ 7,669.80	$ 0.17	$ 7,243.70
9	164-WC07	SEEDING FOR EROSION CONTROL (TEMP & PERM)(TY 7)	1071	SY	$ 1.08	$ 1,156.68	$ 0.83	$ 888.93	$ 1.00	$ 1,071.00
10	164-WC10	SEEDING FOR EROSION CONTROL (TEMP)(WARM)(TY 10)	21307	SY	$ 0.41	$ 8,735.87	$ 0.12	$ 2,556.84	$ 0.13	$ 2,769.91
11	166-6002	FERTILIZER	2.7	TON	$ 0.80	$ 2.16	$ 1,696.50	$ 4,580.55	$ 1,600.00	$ 4,320.00
12	168-WC01	VEGETATIVE WATERING	1300	MG	$ 33.32	$ 43,316.00	$ 24.46	$ 31,798.00	$ 20.00	$ 26,000.00
13	169-6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	25944	SY	$ 1.75	$ 45,402.00	$ 1.23	$ 31,911.12	$ 1.20	$ 31,132.80
14	169-6006	SOIL RETENTION BLANKET (CL 2)(TY F)	741	SY	$ 4.00	$ 2,964.00	$ 1.64	$ 1,215.24	$ 1.75	$ 1,296.75
15	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	11907	CY	$ 42.60	$ 507,238.20	$ 41.55	$ 494,735.85	$ 40.00	$ 476,280.00
16	310-6001	PRIME COAT (MULTI OPTION)	5976	GAL	$ 6.75	$ 40,338.00	$ 4.27	$ 25,517.52	$ 4.00	$ 23,904.00
17	316-6193	AGGR(TY-D GR-5 SAC-B)	178	CY	$ 177.00	$ 31,506.00	$ 99.84	$ 17,771.52	$ 93.00	$ 16,554.00
18	316-6413	ASPH (AC-15P, HFRS-2P, OR CRS-2P)	6925	GAL	$ 3.13	$ 21,675.25	$ 3.74	$ 25,899.50	$ 3.50	$ 24,237.50
19	340-6011	D-GR HMA(SQ) TY-B PG64-22	3837	TON	$ 125.00	$ 479,625.00	$ 75.32	$ 289,002.84	$ 70.00	$ 268,590.00
20	340-6034	D-GR HMA(SQ) TY-C PG64-22	660	TON	$ 120.00	$ 79,200.00	$ 80.45	$ 53,097.00	$ 75.00	$ 49,500.00
21	340-6120	D-GR HMA(SQ) TY-D SAC-B PG70-22	2542	TON	$ 90.00	$ 228,780.00	$ 101.38	$ 257,707.96	$ 95.00	$ 241,490.00
22	432-6033	RIPRAP (STONE PROTECTION)(18 IN)	46	CY	$ 120.00	$ 5,520.00	$ 92.43	$ 4,251.78	$ 140.00	$ 6,440.00
23	464-6003	RC PIPE (CL III)(18 IN)	257	LF	$ 74.00	$ 19,018.00	$ 76.05	$ 19,544.85	$ 65.00	$ 16,705.00
24	464-6005	RC PIPE (CL III)(24 IN)	177	LF	$ 89.00	$ 15,753.00	$ 81.90	$ 14,496.30	$ 78.00	$ 13,806.00
25	465-6038	INLET (COMPL)(PCU)(3FTX5FT)	1	EA	$ 5,800.00	$ 5,800.00	$ 7,020.00	$ 7,020.00	$ 4,500.00	$ 4,500.00
26	467-6362	SET (TY II)(18 IN)(RCP)(6:1)(C)	3	EA	$ 900.00	$ 2,700.00	$ 2,457.00	$ 7,371.00	$ 1,500.00	$ 4,500.00
27	467-6363	SET (TY II)(18 IN)(RCP)(6:1)(P)	14	EA	$ 750.00	$ 10,500.00	$ 2,457.00	$ 34,398.00	$ 1,600.00	$ 22,400.00
28	467-6388	SET (TY II)(24 IN)(RCP)(3:1)(C)	3	EA	$ 1,000.00	$ 3,000.00	$ 2,386.80	$ 7,160.40	$ 1,800.00	$ 5,400.00
29	467-6390	SET (TY II)(24 IN)(RCP)(4:1)(C)	3	EA	$ 1,900.00	$ 5,700.00	$ 2,503.80	$ 7,511.40	$ 2,300.00	$ 6,900.00
30	496-6004	REMOV STR (SET)	12	EA	$ 425.00	$ 5,100.00	$ 175.50	$ 2,106.00	$ 350.00	$ 4,200.00
31	496-6007	REMOV STR (PIPE)	156	LF	$ 18.32	$ 2,857.92	$ 11.70	$ 1,825.20	$ 12.00	$ 1,872.00
32	500-6001	MOBILIZATION	1	LS	$ 323,157.50	$ 323,157.50	$ 59,102.49	$ 59,102.49	$ 160,000.00	$ 160,000.00
33	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	16	MO	$ 8,500.00	$ 136,000.00	$ 2,037.51	$ 32,600.16	$ 3,000.00	$ 48,000.00
34	506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	72	LF	$ 27.00	$ 1,944.00	$ 23.40	$ 1,684.80	$ 22.00	$ 1,584.00
35	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	356	LF	$ 31.17	$ 11,096.52	$ 25.74	$ 9,163.44	$ 24.00	$ 8,544.00
36	506-6011	ROCK FILTER DAMS (REMOVE)	428	LF	$ 13.61	$ 5,825.08	$ 7.61	$ 3,257.08	$ 7.00	$ 2,996.00
37	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	334	SY	$ 11.90	$ 3,974.60	$ 11.70	$ 3,907.80	$ 11.00	$ 3,674.00
38	506-6024	CONSTRUCTION EXITS (REMOVE)	334	SY	$ 5.99	$ 2,000.66	$ 5.85	$ 1,953.90	$ 6.00	$ 2,004.00

Williamson County Road Bond Program
1805-229 CR 279 (Bagdad Rd) at River Ranch
HNTB Bid Tabulation
August 15, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Champion Site Prep		MA Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
39	506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	5018	LF	$ 2.13	$ 10,688.34	$ 2.11	$ 10,587.98	$ 2.00	$ 10,036.00
40	506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	5018	LF	$ 0.47	$ 2,358.46	$ 0.29	$ 1,455.22	$ 0.30	$ 1,505.40
41	506-6041	BIOGRD EROSN CONT LOGS (12" DIA)INSTALL	174	LF	$ 3.85	$ 669.90	$ 3.80	$ 661.20	$ 3.75	$ 652.50
42	506-6043	BIODEG EROSN CONT LOGS (REMOVE)	174	LF	$ 0.55	$ 95.70	$ 0.59	$ 102.66	$ 0.55	$ 95.70
43	508-6001	CONSTRUCTING DETOURS	2565	SY	$ 58.50	$ 150,052.50	$ 14.98	$ 38,423.70	$ 50.00	$ 128,250.00
44	511	RELOCATION OF AUTOMATIC AIR RELEASE VALVE, 1" DIAMETER	1	LS	$ 4,000.00	$ 4,000.00	$ 2,737.80	$ 2,737.80	$ 3,500.00	$ 3,500.00
45	529-6002	CONC CURB (TY II)	1019	LF	$ 32.00	$ 32,608.00	$ 15.45	$ 15,743.55	$ 15.00	$ 15,285.00
46	529-6032	CONCRETE GUTTER (MODIFIED)	5253	LF	$ 26.60	$ 139,729.80	$ 13.52	$ 71,020.56	$ 12.00	$ 63,036.00
47	530-6005	DRIVEWAYS (ACP)	583	SY	$ 86.50	$ 50,429.50	$ 37.16	$ 21,664.28	$ 50.00	$ 29,150.00
48	550-6001	CHAIN LINK FENCE (INSTALL) (6')	180	LF	$ 32.25	$ 5,805.00	$ 25.19	$ 4,534.20	$ 40.00	$ 7,200.00
49	550-6006	GATE (REMOVE)	5	EA	$ 725.00	$ 3,625.00	$ 370.74	$ 1,853.70	$ 400.00	$ 2,000.00
50	550-6013	CHAIN LINK FENCE GATE (INSTALL)(6'X10')	1	EA	$ 1,250.00	$ 1,250.00	$ 1,082.25	$ 1,082.25	$ 1,500.00	$ 1,500.00
51	552-6004	WIRE FENCE (TY D)	5234	LF	$ 15.00	$ 78,510.00	$ 6.12	$ 32,032.08	$ 10.50	$ 54,957.00
52	552-6005	GATE (TY 1)	5	EA	$ 1,000.00	$ 5,000.00	$ 1,790.10	$ 8,950.50	$ 1,100.00	$ 5,500.00
53	552-WC002	WIRE FENCE (TY W2)	644	LF	$ 15.00	$ 9,660.00	$ 10.81	$ 6,961.64	$ 17.00	$ 10,948.00
54	560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1 FND	1	EA	$ 232.00	$ 232.00	$ 409.50	$ 409.50	$ 175.00	$ 175.00
55	620-6002	ELEC CONDR (NO 14) INSULATED	2405	LF	$ 10.00	$ 24,050.00	$ 7.02	$ 16,883.10	$ 7.00	$ 16,835.00
56	624-6014	GROUND BOX TY 1 (122422)W/APRON	4	EA	$ 2,000.00	$ 8,000.00	$ 4,212.00	$ 16,848.00	$ 4,200.00	$ 16,800.00
57	644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	8	EA	$ 550.00	$ 4,400.00	$ 468.00	$ 3,744.00	$ 425.00	$ 3,400.00
58	644-6076	REMOVE SM RD SN SUP & AM	2	EA	$ 75.00	$ 150.00	$ 87.75	$ 175.50	$ 140.00	$ 280.00
59	658-6048	INSTL OM ASSM (OM-2Z)(FLX)GND	12	EA	$ 52.00	$ 624.00	$ 46.80	$ 561.60	$ 140.00	$ 1,680.00
60	662-6004	WK ZN PAV MRK REMOV (W) 4" (SLD)	8965	LF	$ 0.19	$ 1,703.35	$ 0.76	$ 6,813.40	$ 0.74	$ 6,634.10
61	662-6016	WK ZN PAV MRK REMOV (W) 24" (SLD)	10	LF	$ 2.00	$ 20.00	$ 13.46	$ 134.60	$ 18.00	$ 180.00
62	662-6034	WK ZN PAV MRK REMOV (Y) 4" (SLD)	9006	LF	$ 0.19	$ 1,711.14	$ 0.76	$ 6,844.56	$ 0.74	$ 6,664.44
63	666-6006	REFL PAV MRK TY I (W) 4" (DOT)(100MIL)	90	LF	$ 1.00	$ 90.00	$ 1.17	$ 105.30	$ 1.45	$ 130.50
64	666-6036	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	2451	LF	$ 1.34	$ 3,284.34	$ 0.59	$ 1,446.09	$ 2.50	$ 6,127.50
65	666-6048	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	95	LF	$ 6.00	$ 570.00	$ 9.13	$ 867.35	$ 18.00	$ 1,710.00
66	666-6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	6	EA	$ 196.00	$ 1,176.00	$ 163.80	$ 982.80	$ 170.00	$ 1,020.00
67	666-6078	REFL PAV MRK TY I (W) (WORD) (100MIL)	6	EA	$ 177.00	$ 1,062.00	$ 175.50	$ 1,053.00	$ 230.00	$ 1,380.00
68	666-6342	REF PROF PAV MRK TY I(W)4"(SLD)(100MIL)	6235	LF	$ 0.60	$ 3,741.00	$ 0.59	$ 3,678.65	$ 1.40	$ 8,729.00
69	666-6345	REF PROF PAV MRK TY I(Y)4"(SLD)(100MIL)	10773	LF	$ 0.70	$ 7,541.10	$ 0.59	$ 6,356.07	$ 1.40	$ 15,082.20
70	672-6007	REFL PAV MRKR TY I-C	33	EA	$ 8.21	$ 270.93	$ 7.90	$ 260.70	$ 9.00	$ 297.00
71	672-6009	REFL PAV MRKR TY II-A-A	157	EA	$ 7.12	$ 1,117.84	$ 5.85	$ 918.45	$ 9.00	$ 1,413.00
72	677-6001	ELIM EXT PAV MRK & MRKS (4")	5656	LF	$ 0.35	$ 1,979.60	$ 0.88	$ 4,977.28	$ 1.40	$ 7,918.40
73	730-6107	FULL-WIDTH MOWING	2	CYC	$ 3,250.00	$ 6,500.00	$ 2,340.00	$ 4,680.00	$ 3,000.00	$ 6,000.00
74	6016-6001	MULTI-DUCT CND (PVC-40)	2375	LF	$ 40.00	$ 95,000.00	$ 40.18	$ 95,427.50	$ 38.00	$ 90,250.00
75	WC9027	ASPHALT TRAIL	2598	SY	$ 90.01	$ 233,845.98	$ 9.65	$ 25,070.70	$ 27.00	$ 70,146.00
76	WC9028	CONCRETE TRAIL	70	SY	$ 88.86	$ 6,220.20	$ 109.98	$ 7,698.60	$ 104.00	$ 7,280.00
77	WC9029	LANDSCAPE BOULDERS	141	EA	$ 200.00	$ 28,200.00	$ 363.38	$ 51,236.58	$ 170.00	$ 23,970.00

Williamson County Road Bond Program
1805-229 CR 279 (Bagdad Rd) at River Ranch
HNTB Bid Tabulation
August 15, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Champion Site Prep		MA Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
78	WC9024	STONE MASONRY	2293	SF	$ 25.00	$ 57,325.00	$ 22.59	$ 51,798.87	$ 22.00	$ 50,446.00
79	WC9023	STRUCTURAL CONCRETE WALL	340	LF	$ 30.00	$ 10,200.00	$ 216.45	$ 73,593.00	$ 275.00	$ 93,500.00
80	WC9025	CRUSHED STONE SURFACE	9199	SF	$ 2.50	$ 22,997.50	$ 1.11	$ 10,210.89	$ 1.50	$ 13,798.50
81	WC9026	TEMPORARY TREE PROTECTION	2699	LF	$ 3.00	$ 8,097.00	$ 3.33	$ 8,987.67	$ 3.25	$ 8,771.75
82	510-1	12" PVC C905 ALL DEPTHS INCLUDING EXCAVATION AND BACKFILL, COMPLETE AND IN PLACE	2550	LF	$ 75.00	$ 191,250.00	$ 72.90	$ 185,895.00	$ 62.00	$ 158,100.00
83	511-1	12" GATE VALVE & BOX, COMPLETE AND IN PLACE	3	EA	$ 2,500.00	$ 7,500.00	$ 4,680.00	$ 14,040.00	$ 2,600.00	$ 7,800.00
84	511-2	AIR RELEASE VALVE, COMPLETE AND IN PLACE	1	EA	$ 3,500.00	$ 3,500.00	$ 7,605.00	$ 7,605.00	$ 4,200.00	$ 4,200.00
85	511-3	FIRE HYDRANT ASSEMBLY (INCLUDING SWIVEL TEE & G.V. & BOX), COMPLETE AND IN PLACE	5	EA	$ 4,500.00	$ 22,500.00	$ 6,435.00	$ 32,175.00	$ 5,100.00	$ 25,500.00
86	510-2	CONNECT TO EXISTING 12" LINE, COMPLETE AND IN PLACE	1	EA	$ 10,000.00	$ 10,000.00	$ 1,170.00	$ 1,170.00	$ 1,700.00	$ 1,700.00
87	510-3	HOT MIX ASPHALTIC CONCRETE TRENCH REPARE, PER DETAIL, COMPLETE AND IN PLACE	120	LF	$ 15.00	$ 1,800.00	$ 66.30	$ 7,956.00	$ 50.00	$ 6,000.00
88	520-1	10" WATTS 709DCDA OR APPROVED EQUAL BACKFLOW PREVENTER	1	EA	$ 20,000.00	$ 20,000.00	$ 20,475.00	$ 20,475.00	$ 18,000.00	$ 18,000.00
89	520-2	VAULT, COMPLETE AND IN PLACE	1	EA	$ 10,000.00	$ 10,000.00	$ 14,257.15	$ 14,257.15	$ 12,500.00	$ 12,500.00
90	432-6056	RIPRAP (STONE COMMON)(DRY)(VAR. DEPTH)	44	CY	$ 200.00	$ 8,800.00	$ 92.43	$ 4,066.92	$ 90.00	$ 3,960.00

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

91	999-WC01	FORCE ACCOUNT	25,000	DOL	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00
92	341-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	36,000	DOL	$1.00	$36,000.00	$1.00	$36,000.00	$1.00	$36,000.00
93	341-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY C)	6,000	DOL	$1.00	$6,000.00	$1.00	$6,000.00	$1.00	$6,000.00
94	341-WC03	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D)	17,200	DOL	$1.00	$17,200.00	$1.00	$17,200.00	$1.00	$17,200.00
95	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	11,400	DOL	$1.00	$11,400.00	$1.00	$11,400.00	$1.00	$11,400.00

TOTAL COST ADJUSTED FOR CORRECTNESS	**$ 4,491,576.77**	**$ 2,959,000.00**	**$ 3,384,766.60**
ACTUAL BID PROPOSAL	$4,491,576.77	$2,959,000.00	$3,384,766.60
ADJUSTMENT DIFFERENCE	$0.00	$0.00	$0.00
Bid Bond		Y	Y
Bid Affidavit		Y	Y
Conflict of Interest Questionnaire		Y	Y
Bidder References (Minimum of Three)		Y	Y
Disbarment and Licensing Certificate		Y	Y

Williamson County Road Bond Program
1805-229 CR 279 (Bagdad Rd) at River Ranch
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August 15, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Chasco Constructors		Cash Construction		Cox Commercial Construction		Joe Bland Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING RIGHT OF WAY	52.3	STA	$ 3,000.00	$ 156,900.00	$ 1,750.00	$ 91,525.00	$ 4,000.00	$ 209,200.00	$ 5,100.00	$ 266,730.00
2	110-6001	EXCAVATION (ROADWAY)	36300	CY	$ 15.00	$ 544,500.00	$ 25.50	$ 925,650.00	$ 24.00	$ 871,200.00	$ 22.00	$ 798,600.00
3	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	5538	CY	$ 4.50	$ 24,921.00	$ 8.00	$ 44,304.00	$ 21.00	$ 116,298.00	$ 34.00	$ 188,292.00
4	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	43324	SY	$ 1.50	$ 64,986.00	$ 4.50	$ 194,958.00	$ 1.80	$ 77,983.20	$ 3.75	$ 162,465.00
5	161-WC001	EROSION CONTROL COMPOST (3")	10831	SY	$ 3.50	$ 37,908.50	$ 4.00	$ 43,324.00	$ 2.60	$ 28,160.60	$ 2.60	$ 28,160.60
6	162-WC103	MULCH TOP DRESSING (5")	10831	SY	$ 5.00	$ 54,155.00	$ 5.00	$ 54,155.00	$ 3.50	$ 37,908.50	$ 3.50	$ 37,908.50
7	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	21307	SY	$ 0.50	$ 10,653.50	$ 0.50	$ 10,653.50	$ 0.15	$ 3,196.05	$ 0.12	$ 2,556.84
8	164-WC05	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	42610	SY	$ 0.70	$ 29,827.00	$ 0.50	$ 21,305.00	$ 0.20	$ 8,522.00	$ 0.15	$ 6,391.50
9	164-WC07	SEEDING FOR EROSION CONTROL (TEMP & PERM)(TY 7)	1071	SY	$ 1.00	$ 1,071.00	$ 1.00	$ 1,071.00	$ 0.75	$ 803.25	$ 0.71	$ 760.41
10	164-WC10	SEEDING FOR EROSION CONTROL (TEMP)(WARM)(TY 10)	21307	SY	$ 0.35	$ 7,457.45	$ 0.50	$ 10,653.50	$ 0.10	$ 2,130.70	$ 0.10	$ 2,130.70
11	166-6002	FERTILIZER	2.7	TON	$ 950.00	$ 2,565.00	$ 700.00	$ 1,890.00	$ 1,500.00	$ 4,050.00	$ 1,450.00	$ 3,915.00
12	168-WC01	VEGETATIVE WATERING	1300	MG	$ 25.00	$ 32,500.00	$ 30.00	$ 39,000.00	$ 20.00	$ 26,000.00	$ 50.00	$ 65,000.00
13	169-6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	25944	SY	$ 1.30	$ 33,727.20	$ 1.75	$ 45,402.00	$ 1.10	$ 28,538.40	$ 1.05	$ 27,241.20
14	169-6006	SOIL RETENTION BLANKET (CL 2)(TY F)	741	SY	$ 1.40	$ 1,037.40	$ 2.00	$ 1,482.00	$ 1.50	$ 1,111.50	$ 1.40	$ 1,037.40
15	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	11907	CY	$ 38.00	$ 452,466.00	$ 48.00	$ 571,536.00	$ 40.00	$ 476,280.00	$ 39.00	$ 464,373.00
16	310-6001	PRIME COAT (MULTI OPTION)	5976	GAL	$ 3.65	$ 21,812.40	$ 4.00	$ 23,904.00	$ 3.70	$ 22,111.20	$ 3.50	$ 20,916.00
17	316-6193	AGGR(TY-D GR-5 SAC-B)	178	CY	$ 83.00	$ 14,774.00	$ 86.00	$ 15,308.00	$ 86.00	$ 15,308.00	$ 80.00	$ 14,240.00
18	316-6413	ASPH (AC-15P, HFRS-2P, OR CRS-2P)	6925	GAL	$ 3.65	$ 25,276.25	$ 3.50	$ 24,237.50	$ 3.20	$ 22,160.00	$ 3.50	$ 24,237.50
19	340-6011	D-GR HMA(SQ) TY-B PG64-22	3837	TON	$ 75.00	$ 287,775.00	$ 67.00	$ 257,079.00	$ 65.00	$ 249,405.00	$ 68.00	$ 260,916.00
20	340-6034	D-GR HMA(SQ) TY-C PG64-22	660	TON	$ 88.00	$ 58,080.00	$ 70.00	$ 46,200.00	$ 69.00	$ 45,540.00	$ 85.00	$ 56,100.00
21	340-6120	D-GR HMA(SQ) TY-D SAC-B PG70-22	2542	TON	$ 94.00	$ 238,948.00	$ 87.00	$ 221,154.00	$ 87.00	$ 221,154.00	$ 91.00	$ 231,322.00
22	432-6033	RIPRAP (STONE PROTECTION)(18 IN)	46	CY	$ 160.00	$ 7,360.00	$ 85.00	$ 3,910.00	$ 120.00	$ 5,520.00	$ 110.00	$ 5,060.00
23	464-6003	RC PIPE (CL III)(18 IN)	257	LF	$ 60.00	$ 15,420.00	$ 65.00	$ 16,705.00	$ 95.00	$ 24,415.00	$ 72.00	$ 18,504.00
24	464-6005	RC PIPE (CL III)(24 IN)	177	LF	$ 68.00	$ 12,036.00	$ 79.00	$ 13,983.00	$ 80.00	$ 14,160.00	$ 92.00	$ 16,284.00
25	465-6038	INLET (COMPL)(PCU)(3FTX5FT)	1	EA	$ 3,100.00	$ 3,100.00	$ 4,200.00	$ 4,200.00	$ 3,500.00	$ 3,500.00	$ 4,500.00	$ 4,500.00
26	467-6362	SET (TY II)(18 IN)(RCP)(6:1)(C)	3	EA	$ 1,800.00	$ 5,400.00	$ 1,350.00	$ 4,050.00	$ 1,700.00	$ 5,100.00	$ 1,100.00	$ 3,300.00
27	467-6363	SET (TY II)(18 IN)(RCP)(6:1)(P)	14	EA	$ 1,800.00	$ 25,200.00	$ 1,350.00	$ 18,900.00	$ 1,700.00	$ 23,800.00	$ 1,100.00	$ 15,400.00
28	467-6388	SET (TY II)(24 IN)(RCP)(3:1)(C)	3	EA	$ 2,000.00	$ 6,000.00	$ 1,000.00	$ 3,000.00	$ 1,700.00	$ 5,100.00	$ 3,000.00	$ 9,000.00
29	467-6390	SET (TY II)(24 IN)(RCP)(4:1)(C)	3	EA	$ 2,300.00	$ 6,900.00	$ 1,100.00	$ 3,300.00	$ 1,700.00	$ 5,100.00	$ 3,200.00	$ 9,600.00
30	496-6004	REMOV STR (SET)	12	EA	$ 200.00	$ 2,400.00	$ 550.00	$ 6,600.00	$ 750.00	$ 9,000.00	$ 300.00	$ 3,600.00
31	496-6007	REMOV STR (PIPE)	156	LF	$ 31.00	$ 4,836.00	$ 34.00	$ 5,304.00	$ 35.00	$ 5,460.00	$ 14.00	$ 2,184.00
32	500-6001	MOBILIZATION	1	LS	$ 350,000.00	$ 350,000.00	$ 56,200.50	$ 56,200.50	$ 375,000.00	$ 375,000.00	$ 434,312.00	$ 434,312.00
33	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	16	MO	$ 1,500.00	$ 24,000.00	$ 1,900.00	$ 30,400.00	$ 3,000.00	$ 48,000.00	$ 5,500.00	$ 88,000.00
34	506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	72	LF	$ 18.00	$ 1,296.00	$ 21.00	$ 1,512.00	$ 20.00	$ 1,440.00	$ 20.00	$ 1,440.00
35	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	356	LF	$ 20.00	$ 7,120.00	$ 21.00	$ 7,476.00	$ 22.00	$ 7,832.00	$ 22.00	$ 7,832.00
36	506-6011	ROCK FILTER DAMS (REMOVE)	428	LF	$ 5.00	$ 2,140.00	$ 6.00	$ 2,568.00	$ 7.00	$ 2,996.00	$ 6.50	$ 2,782.00
37	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	334	SY	$ 15.00	$ 5,010.00	$ 22.00	$ 7,348.00	$ 10.00	$ 3,340.00	$ 10.00	$ 3,340.00
38	506-6024	CONSTRUCTION EXITS (REMOVE)	334	SY	$ 5.00	$ 1,670.00	$ 6.00	$ 2,004.00	$ 5.00	$ 1,670.00	$ 5.00	$ 1,670.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Chasco Constructors		Cash Construction		Cox Commercial Construction		Joe Bland Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
39	506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	5018	LF	$ 3.00	$ 15,054.00	$ 3.00	$ 15,054.00	$ 1.90	$ 9,534.20	$ 1.80	$ 9,032.40
40	506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	5018	LF	$ 0.05	$ 250.90	$ 0.50	$ 2,509.00	$ 0.30	$ 1,505.40	$ 0.25	$ 1,254.50
41	506-6041	BIOGRD EROSN CONT LOGS (12" DIA)INSTALL	174	LF	$ 10.00	$ 1,740.00	$ 7.00	$ 1,218.00	$ 3.30	$ 574.20	$ 3.25	$ 565.50
42	506-6043	BIODEG EROSN CONT LOGS (REMOVE)	174	LF	$ 0.50	$ 87.00	$ 0.50	$ 87.00	$ 0.50	$ 87.00	$ 0.50	$ 87.00
43	508-6001	CONSTRUCTING DETOURS	2565	SY	$ 44.00	$ 112,860.00	$ 40.00	$ 102,600.00	$ 22.00	$ 56,430.00	$ 27.00	$ 69,255.00
44	511	RELOCATION OF AUTOMATIC AIR RELEASE VALVE, 1" DIAMETER	1	LS	$ 4,500.00	$ 4,500.00	$ 7,000.00	$ 7,000.00	$ 6,000.00	$ 6,000.00	$ 9,000.00	$ 9,000.00
45	529-6002	CONC CURB (TY II)	1019	LF	$ 13.00	$ 13,247.00	$ 14.00	$ 14,266.00	$ 12.00	$ 12,228.00	$ 11.00	$ 11,209.00
46	529-6032	CONCRETE GUTTER (MODIFIED)	5253	LF	$ 12.00	$ 63,036.00	$ 13.00	$ 68,289.00	$ 11.00	$ 57,783.00	$ 11.00	$ 57,783.00
47	530-6005	DRIVEWAYS (ACP)	583	SY	$ 30.00	$ 17,490.00	$ 58.00	$ 33,814.00	$ 45.00	$ 26,235.00	$ 26.00	$ 15,158.00
48	550-6001	CHAIN LINK FENCE (INSTALL) (6')	180	LF	$ 22.00	$ 3,960.00	$ 25.00	$ 4,500.00	$ 22.00	$ 3,960.00	$ 19.30	$ 3,474.00
49	550-6006	GATE (REMOVE)	5	EA	$ 100.00	$ 500.00	$ 200.00	$ 1,000.00	$ 500.00	$ 2,500.00	$ 200.00	$ 1,000.00
50	550-6013	CHAIN LINK FENCE GATE (INSTALL)(6'X10')	1	EA	$ 960.00	$ 960.00	$ 1,000.00	$ 1,000.00	$ 950.00	$ 950.00	$ 850.00	$ 850.00
51	552-6004	WIRE FENCE (TY D)	5234	LF	$ 5.50	$ 28,787.00	$ 5.00	$ 26,170.00	$ 6.50	$ 34,021.00	$ 9.50	$ 49,723.00
52	552-6005	GATE (TY 1)	5	EA	$ 1,600.00	$ 8,000.00	$ 1,550.00	$ 7,750.00	$ 1,550.00	$ 7,750.00	$ 550.00	$ 2,750.00
53	552-WC002	WIRE FENCE (TY W2)	644	LF	$ 9.00	$ 5,796.00	$ 9.00	$ 5,796.00	$ 11.70	$ 7,534.80	$ 8.75	$ 5,635.00
54	560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1 FND	1	EA	$ 425.00	$ 425.00	$ 375.00	$ 375.00	$ 300.00	$ 300.00	$ 150.00	$ 150.00
55	620-6002	ELEC CONDR (NO 14) INSULATED	2405	LF	$ 0.15	$ 360.75	$ 0.20	$ 481.00	$ 1.00	$ 2,405.00	$ 19.00	$ 45,695.00
56	624-6014	GROUND BOX TY 1 (122422)W/APRON	4	EA	$ 5,500.00	$ 22,000.00	$ 6,100.00	$ 24,400.00	$ 5,000.00	$ 20,000.00	$ 1,000.00	$ 4,000.00
57	644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	8	EA	$ 390.00	$ 3,120.00	$ 400.00	$ 3,200.00	$ 380.00	$ 3,040.00	$ 375.00	$ 3,000.00
58	644-6076	REMOVE SM RD SN SUP & AM	2	EA	$ 73.50	$ 147.00	$ 71.00	$ 142.00	$ 100.00	$ 200.00	$ 115.00	$ 230.00
59	658-6048	INSTL OM ASSM (OM-2Z)(FLX)GND	12	EA	$ 78.00	$ 936.00	$ 40.00	$ 480.00	$ 80.00	$ 960.00	$ 75.00	$ 900.00
60	662-6004	WK ZN PAV MRK REMOV (W) 4" (SLD)	8965	LF	$ 0.55	$ 4,930.75	$ 0.75	$ 6,723.75	$ 0.60	$ 5,379.00	$ 0.55	$ 4,930.75
61	662-6016	WK ZN PAV MRK REMOV (W) 24" (SLD)	10	LF	$ 20.00	$ 200.00	$ 13.00	$ 130.00	$ 20.00	$ 200.00	$ 19.80	$ 198.00
62	662-6034	WK ZN PAV MRK REMOV (Y) 4" (SLD)	9006	LF	$ 0.55	$ 4,953.30	$ 0.75	$ 6,754.50	$ 0.60	$ 5,403.60	$ 0.55	$ 4,953.30
63	666-6006	REFL PAV MRK TY I (W) 4" (DOT)(100MIL)	90	LF	$ 0.45	$ 40.50	$ 1.25	$ 112.50	$ 0.50	$ 45.00	$ 0.44	$ 39.60
64	666-6036	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	2451	LF	$ 0.80	$ 1,960.80	$ 0.75	$ 1,838.25	$ 0.80	$ 1,960.80	$ 0.79	$ 1,936.29
65	666-6048	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	95	LF	$ 7.50	$ 712.50	$ 9.00	$ 855.00	$ 8.00	$ 760.00	$ 7.70	$ 731.50
66	666-6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	6	EA	$ 90.00	$ 540.00	$ 150.00	$ 900.00	$ 90.00	$ 540.00	$ 89.00	$ 534.00
67	666-6078	REFL PAV MRK TY I (W) (WORD) (100MIL)	6	EA	$ 120.00	$ 720.00	$ 160.00	$ 960.00	$ 120.00	$ 720.00	$ 120.00	$ 720.00
68	666-6342	REF PROF PAV MRK TY I(W)4"(SLD)(100MIL)	6235	LF	$ 0.75	$ 4,676.25	$ 0.75	$ 4,676.25	$ 0.80	$ 4,988.00	$ 0.75	$ 4,676.25
69	666-6345	REF PROF PAV MRK TY I(Y)4"(SLD)(100MIL)	10773	LF	$ 0.75	$ 8,079.75	$ 0.75	$ 8,079.75	$ 0.80	$ 8,618.40	$ 0.75	$ 8,079.75
70	672-6007	REFL PAV MRKR TY I-C	33	EA	$ 5.50	$ 181.50	$ 7.00	$ 231.00	$ 6.00	$ 198.00	$ 5.60	$ 184.80
71	672-6009	REFL PAV MRKR TY II-A-A	157	EA	$ 5.50	$ 863.50	$ 5.50	$ 863.50	$ 6.00	$ 942.00	$ 5.55	$ 871.35
72	677-6001	ELIM EXT PAV MRK & MRKS (4")	5656	LF	$ 1.10	$ 6,221.60	$ 1.00	$ 5,656.00	$ 1.10	$ 6,221.60	$ 1.10	$ 6,221.60
73	730-6107	FULL-WIDTH MOWING	2	CYC	$ 5,300.00	$ 10,600.00	$ 1,400.00	$ 2,800.00	$ 3,000.00	$ 6,000.00	$ 3,500.00	$ 7,000.00
74	6016-6001	MULTI-DUCT CND (PVC-40)	2375	LF	$ 43.00	$ 102,125.00	$ 45.00	$ 106,875.00	$ 44.00	$ 104,500.00	$ 68.00	$ 161,500.00
75	WC9027	ASPHALT TRAIL	2598	SY	$ 28.00	$ 72,744.00	$ 25.00	$ 64,950.00	$ 32.00	$ 83,136.00	$ 29.00	$ 75,342.00
76	WC9028	CONCRETE TRAIL	70	SY	$ 170.00	$ 11,900.00	$ 120.00	$ 8,400.00	$ 130.00	$ 9,100.00	$ 62.00	$ 4,340.00
77	WC9029	LANDSCAPE BOULDERS	141	EA	$ 250.00	$ 35,250.00	$ 150.00	$ 21,150.00	$ 350.00	$ 49,350.00	$ 220.00	$ 31,020.00

Williamson County Road Bond Program
1805-229 CR 279 (Bagdad Rd) at River Ranch
HNTB Bid Tabulation
August 15, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Chasco Constructors		Cash Construction		Cox Commercial Construction		Joe Bland Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
78	WC9024	STONE MASONRY	2293	SF	$ 20.00	$ 45,860.00	$ 24.00	$ 55,032.00	$ 40.00	$ 91,720.00	$ 25.00	$ 57,325.00
79	WC9023	STRUCTURAL CONCRETE WALL	340	LF	$ 95.00	$ 32,300.00	$ 200.00	$ 68,000.00	$ 260.00	$ 88,400.00	$ 490.00	$ 166,600.00
80	WC9025	CRUSHED STONE SURFACE	9199	SF	$ 2.80	$ 25,757.20	$ 1.00	$ 9,199.00	$ 4.00	$ 36,796.00	$ 0.70	$ 6,439.30
81	WC9026	TEMPORARY TREE PROTECTION	2699	LF	$ 3.00	$ 8,097.00	$ 2.50	$ 6,747.50	$ 2.90	$ 7,827.10	$ 2.90	$ 7,827.10
82	510-1	12" PVC C905 ALL DEPTHS INCLUDING EXCAVATION AND BACKFILL, COMPLETE AND IN PLACE	2550	LF	$ 55.00	$ 140,250.00	$ 60.00	$ 153,000.00	$ 95.00	$ 242,250.00	$ 48.00	$ 122,400.00
83	511-1	12" GATE VALVE & BOX, COMPLETE AND IN PLACE	3	EA	$ 2,200.00	$ 6,600.00	$ 2,500.00	$ 7,500.00	$ 2,500.00	$ 7,500.00	$ 4,000.00	$ 12,000.00
84	511-2	AIR RELEASE VALVE, COMPLETE AND IN PLACE	1	EA	$ 4,300.00	$ 4,300.00	$ 4,100.00	$ 4,100.00	$ 3,500.00	$ 3,500.00	$ 5,800.00	$ 5,800.00
85	511-3	FIRE HYDRANT ASSEMBLY (INCLUDING SWIVEL TEE & G.V. & BOX), COMPLETE AND IN PLACE	5	EA	$ 4,900.00	$ 24,500.00	$ 5,000.00	$ 25,000.00	$ 4,800.00	$ 24,000.00	$ 5,500.00	$ 27,500.00
86	510-2	CONNECT TO EXISTING 12" LINE, COMPLETE AND IN PLACE	1	EA	$ 2,300.00	$ 2,300.00	$ 1,500.00	$ 1,500.00	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00
87	510-3	HOT MIX ASPHALTIC CONCRETE TRENCH REPARE, PER DETAIL, COMPLETE AND IN PLACE	120	LF	$ 1.00	$ 120.00	$ 45.00	$ 5,400.00	$ 42.00	$ 5,040.00	$ 48.00	$ 5,760.00
88	520-1	10" WATTS 709DCDA OR APPROVED EQUAL BACKFLOW PREVENTER	1	EA	$ 19,575.00	$ 19,575.00	$ 11,000.00	$ 11,000.00	$ 13,000.00	$ 13,000.00	$ 20,000.00	$ 20,000.00
89	520-2	VAULT, COMPLETE AND IN PLACE	1	EA	$ 12,750.00	$ 12,750.00	$ 9,000.00	$ 9,000.00	$ 9,500.00	$ 9,500.00	$ 10,500.00	$ 10,500.00
90	432-6056	RIPRAP (STONE COMMON)(DRY)(VAR. DEPTH)	44	CY	$ 120.00	$ 5,280.00	$ 85.00	$ 3,740.00	$ 120.00	$ 5,280.00	$ 135.00	$ 5,940.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT												
91	999-WC01	FORCE ACCOUNT	25,000	DOL	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00
92	341-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	36,000	DOL	$1.00	$36,000.00	$1.00	$36,000.00	$1.00	$36,000.00	$1.00	$36,000.00
93	341-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY C)	6,000	DOL	$1.00	$6,000.00	$1.00	$6,000.00	$1.00	$6,000.00	$1.00	$6,000.00
94	341-WC03	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D)	17,200	DOL	$1.00	$17,200.00	$1.00	$17,200.00	$1.00	$17,200.00	$1.00	$17,200.00
95	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	11,400	DOL	$1.00	$11,400.00	$1.00	$11,400.00	$1.00	$11,400.00	$1.00	$11,400.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 3,574,474.00**		**$ 3,849,157.00**		**$ 4,185,966.50**		**$ 4,439,823.64**
		ACTUAL BID PROPOSAL				$3,574,474.00		$3,849,157.00		$4,185,966.50		$4,439,823.64
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00
		Bid Bond				Y		Y		Y		Y
		Bid Affidavit				Y		Y		N		N
		Conflict of Interest Questionnaire				Y		Y		Y		Y
		Bidder References (Minimum of Three)				Y		Y		Y		Y
		Disbarment and Licensing Certificate				Y		Y		Y		N

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

August 29th, 2018

Williamson County Purchasing Department
901 S. Austin Ave
Georgetown, Texas 78626

Attention: Johnny Grimaldo
Purchasing Specialist III

Re: Williamson County Road Bond Program
CR 279 (Bagdad Road) at River Ranch County Park Road
Williamson County Project No. 1805-229
Recommendation of Contractor Award

Dear Mr. Grimaldo:

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Champion Site Prep, Inc.) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Champion Site Prep, Inc. $2,959,000.00
2. MA Smith Contracting Co., Inc. $3,384,766.60
3. Chasco Constructors LTD, LLP $3,574,474.00
4. Cash Construction Company, Inc. $3,849,157.00
5. Cox Commercial Construction $4,185,966.50
6. Joe Bland Construction, L.P. $4,439,823.64

The Contractor's low base bid is $1,506,000 below the Engineer's Estimate, a cost saving of 33.7%.

In addition to meeting the bid qualifications subject to being low bidder, Champion Site Prep, Inc. is currently working on WILCO Expo RV Taylor, a Williamson County project and has completed work on WILCO EXPO Taylor, a Williamson County project, and Garey Park for the City of Georgetown. Based on the quality of past work, we are recommending Champion Site Prep, Inc. for award of the CR 279 (Bagdad Road) at River Ranch County Park Road construction contract in the amount of $2,959,000.

Please feel free to contact us with any questions.

Sincerely,

Robert A. Baker, Jr. P.E.
Attachments: Bid Tabulation Analysis

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-395347

Date Filed:
08/22/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Champion Site Prep, Inc.
GEORGETOWN, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Bagdad Road at River Ranch
General Construction Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Taparauskas, Trey	GEORGETOWN, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Trey TAPARAUSKAS, and my date of birth is [redacted].

My address is [redacted] (street), Georgetown (city), TX (state), 78633 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 22 day of August (month), 2018 (year).

CHRISTY K. HAMMAN
My Notary ID # 10451708
Expires February 26, 2020

Christy K Hamman

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **45.**

Meeting Date: 09/11/2018

Stanley Security

Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Stanley Convergent Security Solutions, Inc. and the Williamson County Tax Assessors' office in the amount of $3,340.46 and authorizing the execution of the agreement.

Background

This purchase is for the install of a new card reader system. The funding used for this purchase is coming from 01.0100.0499.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/06/2018 11:51 AM
County Judge Exec Asst.	Wendy Coco	09/06/2018 11:56 AM
Form Started By: Jayme Jasso		Started On: 09/06/2018 11:32 AM
Final Approval Date: 09/06/2018		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR ACCESS CARD READER EQUIPMENT INSTALLATION (WILCO ROUND ROCK ANNEX)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **STANLEY Convergent Security Solutions, Inc., (hereinafter "Service Provider")**. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

> **As described in the attached Statement of Work/Stanley Security Customer Installation Agreement, dated July 27, 2018, which is designated Exhibit "A" and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service

Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $3,340.46.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability *(including premises, completed operations and contractual)*	$ 500,000	$ 500,000
Aggregate policy limits:	$1,000,000	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Stanley Security Customer Installation Agreement, dated July 27, 2018, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

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

XIII.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

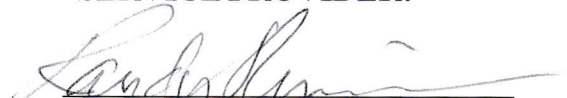
WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2018

SERVICE PROVIDER:


Authorized Signature

Randy Reinauer
Printed Name

Date: 09/06, 2018

Exhibit(s)
Statement of Work/Customer Installation Agreement

Commissioners Court - Regular Session **46.**

Meeting Date: 09/11/2018

Budget Amendment for the General Fund Revenue

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment for General Fund Revenue for an Insurance Reimbursement.

Background

This item is to recognize insurance proceeds for additional items regarding damage at the Jail.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursement	$33,443.43

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 11:42 AM
Form Started By: Julie Kiley		Started On: 09/06/2018 11:26 AM
Final Approval Date: 09/06/2018		

Commissioners Court - Regular Session **47.**

Meeting Date: 09/11/2018

Budget Amendment for the Jail

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the County Jail Department.

Background

This amendment is offset from insurance proceeds and is for replacement of items damaged at the jail.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0570.003005	Office Furniture	$3,512.07
	0100.0570.003200	Medical Supplies	$6,838.98
	0100.0570.005000	Capital Outlay>$5,000	$23,092.38

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 11:42 AM
Form Started By: Julie Kiley		Started On: 09/06/2018 11:30 AM
Final Approval Date: 09/06/2018		

Commissioners Court - Regular Session **48.**

Meeting Date: 09/11/2018

Economic Development

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	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2018 10:24 AM
Form Started By: Charlie Crossfield		Started On: 09/06/2018 10:11 AM
Final Approval Date: 09/06/2018		

Commissioners Court - Regular Session **49.**

Meeting Date: 09/11/2018

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 the acquisition of real property for CR 111.

r) Discuss the acquisition of real property for Corridor H

s) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.

t) Discuss the acquisition of drainage easements on the Forest North Drainage Project.

u) Discuss the acquisition of Office Condominiums at 321 Ed Schmidt Boulevard, Hutto, Texas

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

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