

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
OCTOBER 30TH, 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 – 11)

5. Discuss, consider and take appropriate action on authorizing the purchase of five (2) 2019 Chevy Tahoes with upfitting from Holiday Chevrolet, pursuant to Tarrant County Cooperative contract #2016-006, in the amount of \$98,294.00 to support the operations of the Williamson County Constable Precinct #4 Office.
6. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including two (2) Dish network receivers and two (2) DIRECTV receivers, pursuant to Tx. Local Gov't Code 263.152.
7. Discuss, consider and take appropriate action on increasing Jury Fund Account from \$15,000 to \$25,000 for the District Clerk.
8. Discuss, consider and take appropriate action to accept a donation of supply kits and other items for the Sheriff's Office from State Farm Insurance.
9. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
10. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Yanez-Moreno subdivision - Precinct 3.

11. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Terri Gomez subdivision - Precinct 4.

REGULAR AGENDA

12. Discuss, consider and take appropriate action on resolution declaring the month of November as "Pancreatic Cancer Awareness Month".
13. Hear update on Field of Honor 2018 schedule of events.
14. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
15. Discuss, consider and take appropriate action approving the appointment of Tom Stanfield, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement between Owner and Contractor with Chasco Constructors, LTD, LLP relating to the Williamson County Brushy Creek Regional Trail Phase V Project for any increase or decrease in cost of \$30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; and further authorize Tom Stanfield to sign non-contractual permit applications associated with the construction of the Project.
16. Discuss, consider and take appropriate action on a Real Estate Contract with Church of Christ Georgetown for right of way needed on the SH 29 @ DB Wood project (Parcel 6). Funding Source: Road Bonds P237
17. Discuss, consider and take appropriate action on approving Supplemental Agreement No. 2 between Williamson County and Populous, Inc. for additional architectural and engineering services in relation to the Williamson County Expo Center project; and authorizing execution of the Supplemental Agreement No. 2.
18. Discuss, consider and take appropriate action authorizing the County Judge to execute a Real Estate contract with Chinogringo Properties regarding the acquisition by the County of Condominium Unit 100, in the Hutto 321 Office Condominium Project located at 321 Ed Schmidt Blvd., Hutto, Texas.
19. 10:00 a.m. Conduct public hearing relating to a request from various departments to increase the budgeted salary amount for position noted in the attached list and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment. These increases will be funded using excess salary funds in the current approved budget.
 1. The reason for the payment in excess of the budgeted amount is to provide for an increased hiring salary for well qualified applicants.
 2. The excess amount is \$21,686.47 which will be paid through the normal bi-weekly payroll. The public purpose served by providing the increased salaries is the ability to reduce service delivery issues due to excess training required for less experienced employees.
20. Discuss, consider and take appropriate action on a request to increase the budgeted salary amount for various departments and positions noted in the attached list. These increases will be funded using excess salary funds in the current approved budget.

21. Discuss, consider, and take appropriate action on the continuance of the Williamson County Disaster Declaration issued by the County Judge on October 23, 2018, until current flood related disaster conditions are resolved.
22. Discuss, consider and take appropriate action on an office location for Commisisoners Court (Department 401) staff.
23. Discuss, consider, and take appropriate action on the budget order for FY18/19.
24. Discuss and take appropriate action on amending the 2018 Community Development Block Grant Annual Action Plan by transferring \$117,000 from the Bluebonnet Trails Community Services Project to the City of Taylor Water/Wastewater Project .
25. Discuss, consider and take any appropriate action regarding Amendment No. 1 to contract between Aramark Correctional Services, LLC and Williamson County to authorize slight price increase and provide jail inmate food service pursuant to Tex. Loc. Gov't Code 262.024(a)(8) and 351.001.
26. Discuss, consider and take appropriate action on approving the agreement between Heart of Texas Landscape & Irrigation and Williamson County for Landscaping Services for the Sheriff's Office Firing Range in Hutto.
27. Discuss, consider, and take appropriate action on approving the service agreement between Stanley Convergent Security Solutions, Inc. and Williamson County in the not-to-exceed amount of \$5,187.43 and authorizing the execution of the agreement.
28. Discuss, consider and take appropriate action on approving the service agreement between BryComm, LLC and Williamson County for cabling services at the Georgetown Annex in the not-to-exceed amount of \$16,940.00 pursuant to DIR contract #DIR-TSO-3698, and authorizing the execution of the agreement.
29. Discuss, consider and take appropriate action on approving the purchase from Farrwest Environmental Supply in the amount of \$64,750.00 pursuant to HGAC contract #EP11-17.
30. Discuss, consider and take appropriate action on approving the service agreement between Jim Whitten Roof Consultants, LLC and Williamson County for roof inspection services at Commissioner Pct. 4 office for the firm fixed fee of \$2,700.00, and authorizing the execution of the agreement.

EXECUTIVE SESSION

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

31. 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
 - h) Project Deliver
32. 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
 - v) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
 - w) Discuss the acquisition of right-of-way for Corridor C.
 - x) Discuss the acquisition of right-of-way for Corridor F.
 - y) Discuss the acquisition of right-of-way for Corridor D.
 - z) Discuss the acquisition of right-of-way for Southeast Corridor.
 - aa) Discuss the acquisition of right-of-way for Reagan extension.
 - bb) Discuss possible sale of County-owned 7.38 acres in Breakaway Park Subdivision.
- 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
 - h) Discuss sale of excess 183A right of way to abutting property owner.
- 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.
- F. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

33. 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) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
- n) 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.
- o) 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.
- p) 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
- q) 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.
- r) Discuss law in relation to Williamson County compensation policies.
- s) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
- t) 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
- u) Potential opioid litigation
- v) Valerie Adams - EEOC Charge No. 450-2018-03807
- w) Terry Ballard – EEOC Charge No. 451-2018-02074
- x) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.
- y) Legal matters relating to a tax delinquency for the property located at 1402 Charpiot Drive, Round Rock 78681 (WCAD R055154)
- z) Legal matters relating to Sunset Meadows Subdivision.

34. 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).
35. 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).
36. Deliberate the appointment, evaluation and employment of the Senior Director of the Williamson County Human Resources Department, to include possibly conducting interviews of candidates for such position (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

REGULAR AGENDA (continued)

37. Discuss and take appropriate action concerning economic development.
38. Discuss and take appropriate action concerning real estate.
39. 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) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
 - n) 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.
 - o) 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.
 - p) 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
 - q) 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.
 - r) Discuss law in relation to Williamson County compensation policies.
 - s) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson

County, Texas

t) 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

u) Potential opioid litigation

v) Valerie Adams - EEOC Charge No. 450-2018-03807

w) Terry Ballard – EEOC Charge No. 451-2018-02074

x) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.

y) Legal matters relating to a tax delinquency for the property located at 1402 Charpiot Drive, Round Rock 78681 (WCAD R055154)

z) Legal matters relating to Sunset Meadows Subdivision.

40. 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.
41. Comments from Commissioners.
42. 1:30 PM - Discuss, consider and take appropriate action to approve the projects and budgets for the 2013, 2014, 2015, 2017, 2018 and 2019 Capital Improvement Programs; the 2013 Park Bonds; and the 2015 Certificate of Obligation.

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: 10/30/2018

Const. # 4 Vehicles

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the purchase of five (2) 2019 Chevy Tahoes with upfitting from Holiday Chevrolet, pursuant to Tarrant County Cooperative contract #2016-006, in the amount of \$98,294.00 to support the operations of the Williamson County Constable Precinct #4 Office.

Background

The funding source for this purchase is 01.0100.0554.005700 and was approved in the FY19 budget. The Tahoe's will be purchased from Holiday Chevrolet. Defender Supply is the company that does the upfitting.

Fiscal Impact

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

Attachments

[Attachment 1](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Jayme Jasso
Final Approval Date: 10/24/2018

Reviewed By

Randy Barker
Wendy Coco

Date

10/24/2018 11:29 AM
10/24/2018 11:34 AM
Started On: 10/24/2018 08:54 AM

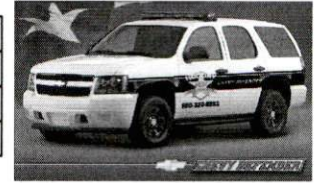
Req # 117563



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	10/2/2018
Estimate By	George Severe george@defendersupply.com (903) 564-5641



Bill To
Williamson Co TX PCT. 4 Constable Chief Deputy Mark Birchard 412 Vance Street Suite 3 Taylor, Texas 76574

Customer Contact	Mark Birchard
Customer Phone	512-352-4181
Customer E-mail	mbirchard@wilco.org
Estimate #	21512

2019 Chevrolet Tahoe RWD 9C1
Vehicle Base Color - Dark Blue

Description	Location	Qty.	Cost	Total
<p>2019 Chevrolet Tahoe RWD 9C1 with EcoTec3 5.3-liter, Direct-Injection V8, 355 hp/383 pound-feet of torque, FlexFuel1 capability & Active Fuel Management, External Engine Oil Cooler, 660-CCA Primary Battery with Standard 730-CCA Isolated Auxiliary Battery, 170-Amp Alternator, Hydra-Matic 6L80 6-Speed Auto Overdrive Trans with Tow/Haul Mode, Rear Axle, 3.08 Ratio, Auxiliary Transmission Oil Cooler, Heavy Duty Locking Differential, Heavy-Duty Police-Rated Suspension, StabiliTrak Stability Control System, Engine Skid Plate, High Out-Put Alternator, High Capacity Air Cleaner, Power Windows / Door Locks, Power Heated Mirrors, Dual Climate Control, Front & Rear Air Conditioning, 6-Way Power Driver & Passenger Seats, 4.2" Diagonal Display with AM/FM stereo, CD player & SD Card Slot. OnStar with Bluetooth Connectivity, Rear-Vision Camera System, Tilt Steering, Cruise Control, Cloth Front & Vinyl Rear Seats, Heavy-Duty Vinyl Flooring, 140-mph Certified Speedometer & Driver Information Center, Compass, Outside Temperature, Projector-Beam Headlamps, Engine Hour Meter, Tilt-Adjustable Steering Column, Electric Power Steering, Intermittent Wet-Arm Wiper/Washers, Rear Wiper / Washer, Rear-Passenger Conversation Mirror, Remote Keyless Key FOB Entry, Rear Park Assist with Audible Warning, Heavy-Duty 4-wheel disc Antilock Brake System with Power Assist, V-Rated All Season Police Pursuit P265/60R17 Tires, 17" Steel Wheels with Bolt-on Center Caps, Full Size Matching Spare Tire with Inactive Tire Pressure Monitor, Front Tow Hooks, Driver's Side Spotlight. Purchased Through Holiday Chevrolet Using Tarrant County Cooperative Contract # 2016-006.</p> <p>Paint Color is Dark Blue Paint - Special Dark Blue - WA722J 12/07/16 We had to order Blue Velvet Metallic G1M - George</p> <p>Options G1M Blue Velvet Metallic \$ Included AMF - 6 Additional Key FOB's \$66.00 5HP - 6 Additional Keys \$41.00 BTV - Remote Start \$300.00 5T5 - Vinyl Rear Seat V76 Recovery Hooks Total - \$407.00</p> <p>Vin #</p> <p>Customer PO # Total Price is \$102,810.00 for (2) Units Make Payment to Holiday Chevrolet</p>	Vehicle Description	1	32,787.45	32,787.45

Vehicle and Emergency Equipment Total	
Quantity Ordered	2

Total Vehicle Order Cost	\$98,294.00
---------------------------------	--------------------

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	10/2/2018
Estimate By	George Severe george@defendersupply.com (903) 564-5641



Bill To
Williamson Co TX PCT. 4 Constable Chief Deputy Mark Birchard 412 Vance Street Suite 3 Taylor, Texas 76574

Customer Contact	Mark Birchard
Customer Phone	512-352-4181
Customer E-mail	mbirchard@wilco.org
Estimate #	21512

2019 Chevrolet Tahoe RWD 9C1
Vehicle Base Color - Dark Blue

Description	Location	Qty.	Cost	Total
Vehicle titles should be in the name & address of: Williamson County Attn: Auditors Office 710 S. Main St., Suite 301 Georgetown, Texas 78626				
Purchased Through Holiday Chevrolet Using The Tarrant County Cooperative Contract				
2 Year State Inspection Certificate		1	7.00	7.00
Unity driver side halogen spotlight, shaft, handle and mount for a 2015+ Tahoe (LED replacement bulb sold separately) - (for Silverado 2500 and above please include part #)		1	233.30	233.30
2015 Tahoe console with arm rest and cup holder. Vertical section with 7.5" of mounting space and 7" horizontal mounting space (including the 4.5" cup holder)		1	351.75	351.75
Gamber Johnson Mongoose 9" Locking Slide Arm with 360 Degree Clevis		1	162.75	162.75
Gamber Johnson Mic Clip		2	8.40	16.80
Chevrolet Tahoe/Silverado USB/MP3/SD Card/12 Volt Relocation Panel		1	7.11	7.11
Gamber Johnson Universal Computer Base Adapter Plate for Mounting Laptops		1	27.30	27.30
3 Additional - 12Volt DC Heavy Duty Electrical Power Socket w/moisture covers - Mounted on Right Side of Console		3	3.85	11.55
Compartment Light, Split Red/White Mounted in Cabin Ceiling Mount & (2) on Rear Tailgate with 3-Way Switches		3	47.52	142.56
Streamlight SL-20L LED Flashlight - One Mounted on Side of Console & the other in Rear Cargo Area		2	112.83	225.66
Make & Model of Customer Supplied Police Radio - Motorola APX7500 Is Customer Supplied Police Radio a One or Two Piece Unit - One - Hot all the Time. What is the Frequency of Customer Supplied Police Radio - 800MHz				
Make & Model of Customer Supplied Laptop - Panasonic Toughbook CF33 Does the of Customer Supplied Laptop have Docking Capabilities - Yes Is the of Customer Supplied Laptop a No RF, Single RF or Dual RF - Dual RF Does the of Customer Supplied Laptop have a built-in power supply - No				

Vehicle and Emergency Equipment Total	Quantity Ordered	2
--	------------------	---

Total Vehicle Order Cost	\$98,294.00
---------------------------------	--------------------

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	10/2/2018
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX PCT. 4 Constable Chief Deputy Mark Birchard 412 Vance Street Suite 3 Taylor, Texas 76574

Customer Contact	Mark Birchard
Customer Phone	512-352-4181
Customer E-mail	mbirchard@wilco.org
Estimate #	21512

2019 Chevrolet Tahoe RWD 9C1
Vehicle Base Color - Dark Blue

Description	Location	Qty.	Cost	Total
Havis Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply		1	911.87	911.87
Two Way 800 MHZ Radio Antenna & Coax Cable - Roof Mount		1	32.66	32.66
Federal Signal - Valor 51" lightbar only - 51" Valor, All 2-color except positions 15, 16, 25 & 26 (no interface module. Goes with FS SSP2000B or SSP3000B sirens)		1	1,980.00	1,980.00
Federal Signal - Smart Siren Platinum		1	990.52	990.52
Federal Signal -DynaMax 100W Speaker		1	177.82	177.82
Federal Signal - ES100 Speaker Bracket, Universal Bail - Mounted on Push Bumper		1	23.32	23.32
Federal Signal - Low Frequency Siren - Mounted on Push Bumper		1	407.52	407.52
Federal Signal - Rumbler Brackets for a 2015+ Chevrolet Tahoe 9C1		1	29.15	29.15
Federal Signal - Headlight Flasher for 2017 Chevrolet Tahoe 9C1		1	46.78	46.78
Federal Signal - Taillight Flasher for 2017+ Chevrolet Tahoe 9C1		1	66.00	66.00
Go Industries Law Enforcement Brush Guard w/ poly coating - 2015 Tahoe		1	425.00	425.00
PBX04		1	263.34	263.34
PBX-TC4L-4		1	13.20	13.20
Federal Signal - 12 LED Lighthead in Red/White Splithead - Mounted in Front Grill		2	82.50	165.00
Federal Signal - 12 LED Lighthead in Blue/White Splithead - Mounted in Front Grill		2	82.50	165.00
Federal Signal - Light Heads Mounted to the sides of the Push Bumper - # 416900-BR		2	58.75	117.50
HG2 - 66" Running Board Light for 2015+ Red/Blue with Pattern Switch Mounted on Backside of Console		1	775.00	775.00
Federal Signal - 12LED lighthead dual color red/blue - Mounted in Rear Side Glass		4	89.475	357.90
Federal Signal - MPSM12-DL - Mounted in Rear Side Glass		2	10.24	20.48
Federal Signal - CN Signal Master Light Stick (4 Amber/Red & 4 Amber/Blue) Mounted in Rear Window Cargo Area		1	676.28	676.28
Federal Signal - Universal Mounting bracket		1	29.15	29.15
Federal Signal - # SLB-88SHRD		1	16.17	16.17

Vehicle and Emergency Equipment Total

Quantity Ordered 2

Total Vehicle Order Cost \$98,294.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	10/2/2018
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX PCT. 4 Constable Chief Deputy Mark Birchard 412 Vance Street Suite 3 Taylor, Texas 76574

Customer Contact	Mark Birchard
Customer Phone	512-352-4181
Customer E-mail	mbirchard@wilco.org
Estimate #	21512

2019 Chevrolet Tahoe RWD 9C1
Vehicle Base Color - Dark Blue

Description	Location	Qty.	Cost	Total
Federal Signal - 24LED Lighthead Dual Color Red/Blue - Surface Mounted Horizontal right beside Rear License Plate		2	130.00	260.00
Federal Signal - MPSM12-DL - Surface Mounted Horizontal right beside Rear License Plate		2	10.24	20.48
Federal Signal - 12LED Lighthead Dual Color Red/Blue - Mounted on Bottom of Liftgate Lid		2	102.00	204.00
Recessed Prisoner Partition w/Center Slider - Includes Recessed Panel & Lower Kick Panels for 2015+ Tahoes		1	489.51	489.51
Dual Weapon Lock, T-Rail, with Timer & Key - Mounted on Partition		1	285.00	285.00
Setina T-Rail Universal Lock, EoTech Bracket to Fit Oversize Locks to fit AR-15 optics		1	15.00	15.00
Charcoal Grey ABS, Standard Transport Seat (straight back) w/ 7 Ga. Steel Screen Window Cargo Barrier & Seat Mount Kit (2015+ Tahoe)		1	670.12	670.12
Custom Reflective Vehicle Graphic Kit from Grafix Shoppe - Est # 04848		1	500.00	500.00
Ghost Graphics Reflective Chevrons for the Rear of Tahoe Bumpers by Mike Glass		1	50.00	50.00
Installation of Graphics		1	125.00	125.00
Go Industries Storage System for Chevrolet Tahoe 9C1, PPV & SSV- 43" X 32" X 12"		1	800.00	800.00
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System		1	335.00	335.00
Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	150.00	150.00

Vehicle and Emergency Equipment Total

Quantity Ordered

Total Vehicle Order Cost \$98,294.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	10/2/2018
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX PCT. 4 Constable Chief Deputy Mark Birchard 412 Vance Street Suite 3 Taylor, Texas 76574

Customer Contact	Mark Birchard
Customer Phone	512-352-4181
Customer E-mail	mbirchard@wilco.org
Estimate #	21512

2019 Chevrolet Tahoe RWD 9C1
Vehicle Base Color - Dark Blue

Description	Location	Qty.	Cost	Total
Installation of Above Emergency Equipment & Customer Supplied Panasonic Video System, Police Radio, Police Radio Speaker and Radio Wiring Harness, Cradle Point Wiring Harness & Cradle Point Antenna (Mounted in the Front on the Side of Console.. Customer to Pick Up Vehicle		38	90.00	3,420.00

Vehicle and Emergency Equipment Total	\$49,147.00
--	--------------------

Quantity Ordered	2
------------------	---

Total Vehicle Order Cost	\$98,294.00
---------------------------------	--------------------

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE _____

Commissioners Court - Regular Session

6.

Meeting Date: 10/30/2018

Asset Auction 10/30/2018

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 two (2) Dish network receivers and two (2) DIRECTV receivers, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

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

Attachments

Asset Auction 1

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Jayme Jasso
Final Approval Date: 10/25/2018

Reviewed By

Randy Barker
Wendy Coco

Date

10/25/2018 09:08 AM
10/25/2018 09:47 AM
Started On: 10/24/2018 09:47 AM

Williamson County Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dish Network Receiver w/ Smart Card S193852876679	R0145287288	A#	Working
1	Dish Network Receiver w/ Smart Card RRERZX04834C	R0102896729	—	Working
1	Direct TV Receiver	0127-9310-6423	—	Working
1	Direct TV Receiver	0128-2115-7703	—	Working

Parties involved:

FROM (Transferor Department): 0541 OFFICE OF EMERGENCY MANAGEMENT

Transferor - Elected Official/Department Head/ Authorized Staff:

Jarred Thomas
Print Name

Signature

10/19/18
Date

Contact Person:

Aubury Holmes
Print Name

+1 (512) 864-8268
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

RECEIVED

Print Name

Phone Number

OCT 19 2018

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session

7.

Meeting Date: 10/30/2018

Increase Jury Fund account from \$15,000 to \$25,000

Submitted For: Lisa David

Submitted By: Lisa David, District Clerk

Department: District Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on increasing Jury Fund Account from \$15,000 to \$25,000 for the District Clerk.

Background

Due to increase of juries that are being paid \$40.00 for 2nd day of jury impaneling, I am requesting that the jury fund be increased from \$15,000 to \$25,000.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lisa David

Final Approval Date: 10/25/2018

Reviewed By

Wendy Coco

Date

10/25/2018 11:56 AM

Started On: 10/25/2018 11:33 AM

Commissioners Court - Regular Session

8.

Meeting Date: 10/30/2018

State Farm Donation to Sheriff's Office

Submitted For: Robert Chody

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of supply kits and other items for the Sheriff's Office from State Farm Insurance.

Background

Felicia Van Frank, Public Affairs Specialist, with State Farm Insurance reached out to the Sheriff's Office about donating supply kits which includes 26 different items (please see attached list). The Victim Assistance Division will distribute the items to families in need who they come in contact with.

Fiscal Impact

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

Attachments

State Farm Donation

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 10/25/2018

Reviewed By

Wendy Coco

Date

10/25/2018 10:30 AM

Started On: 10/24/2018 11:34 AM

State Farm Supply Kit Donation List

- 20 fabric lawn chairs
- 4 sleeping bags
- 6 queen-sized flat bed sheets
- 7 boxes of latex gloves
- 10 flashlights
- 18 roles of duct tape
- 5 first aid kits
- 13 compasses
- 5 snake bite kits
- 2 am/fm portable weather radios
- 8 surge protectors
- 2 tire inflator pumps
- 3 quick pump 4D batteries
- 2 250 PSI air compressors
- 2 two-way radios
- 28 inflatable air mattresses
- 3 bottles of repel bug spray
- 1 bottle of 409
- 9 boxes of trash bags
- 9 Tuff boxes
- 1 quick pump
- 9 packages of four rolls of toilet paper
- 9 750 watt power invertors
- 9 tents
- 9 boxes of flushable wipes
- 9 packages of batteries

Commissioners Court - Regular Session

9.

Meeting Date: 10/30/2018

Compensation Items

Submitted By: Kristy Grant, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

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

Attachments

[Merit LIT 10.30.18](#)

[Merit Details 10.30.18](#)

Form Review

Inbox

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kristy Grant

Final Approval Date: 10/25/2018

Reviewed By

Tammy Fennell

Wendy Coco

Date

10/25/2018 10:20 AM

10/25/2018 10:23 AM

Started On: 10/25/2018 09:44 AM

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0211	001100	3083.23	
01	0100	0211	001130		3083.23
01	0100	0475	001100	2560.04	
01	0100	0475	001130		2560.04
01	0545	0545	001100	1557.55	
01	0545	0545	001101	361.92	
01	0545	0545	001130		1919.47
01	0100	0499	001100	643.26	
01	0100	0499	001130		643.26
01	0100	0576	001100	3193.36	
01	0100	0576	001130		3193.36
			TOTAL	11399.36	11399.36

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
Commissioner 1 - admin	Office Spec Sr Pct 1.0252.001100	14065	\$44,372.04	\$1,109.31	2.50	\$45,481.34	MERIT	11/2/2018
Commissioner 1 - admin	Exec Asst Com 1.0251.001100	14064	\$65,794.82	\$1,973.92	3.00	\$67,768.74	MERIT	11/2/2018
County Attorney	CA Victim Advocate.0026.001100	14720	\$43,987.55	\$879.76	2.00	\$44,867.31	MERIT	11/2/2018
County Attorney	CA Evidence Tech.0023.001100	14719	\$43,692.79	\$873.85	2.00	\$44,566.64	MERIT	11/2/2018
County Attorney	Legal Specialist.0938.001100	14733	\$40,322.07	\$806.44	2.00	\$41,128.51	MERIT	11/2/2018
Animal Services	Animal Health Tech.0217.001100	13595	\$32,481.70	\$649.63	2.00	\$33,131.32	MERIT	11/2/2018
Tax Assessor/Collector	Mail Clerk.1853.001100.N	13930	\$32,163.46	\$643.26	2.00	\$32,806.72	MERIT	11/2/2018
Animal Services	PT Animal Care Specialist.9929.001101.	14726	\$25,392.12	\$507.85	2.00	\$25,899.97	MERIT	11/2/2018
Animal Services	Kennel Manager.0211.001100	12232	\$45,390.02	\$907.92	2.00	\$46,297.94	MERIT	11/2/2018
Juvenile Grant	Juv Prob Ofcr 2 Grant.1037.001100	11067	\$52,471.26	\$524.72	1.00	\$52,995.99	MERIT	11/2/2018
Juvenile Services	Juv Pr Supv Sr.1145.001100	13517	\$58,505.72	\$585.00	1.00	\$59,090.72	MERIT	11/2/2018
Juvenile Services	Juv Counseling Dir.1065.001100	12200	\$76,448.58	\$764.40	1.00	\$77,212.98	MERIT	11/2/2018
Juvenile Services	Juv Mgr III Case.1144.001100	10762	\$78,532.74	\$785.20	1.00	\$79,317.94	MERIT	11/2/2018
Juvenile Grant	Counselor II: Res GRANT.1193.001100	13534	\$53,395.68	\$534.04	1.00	\$53,929.72	MERIT	11/2/2018

Commissioners Court - Regular Session

10.

Meeting Date: 10/30/2018

Discuss consider and take appropriate action on approval of the preliminary plat for the Yanez-Moreno subdivision - Pct

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 preliminary plat for the Yanez-Moreno subdivision - Precinct 3.

Background

This proposed subdivision consists of 2 lots and no new public roads.

Fiscal Impact

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

Attachments

Preliminary Plat - Yanez-Moreno

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Adam Boatright
Final Approval Date: 10/25/2018

Reviewed By

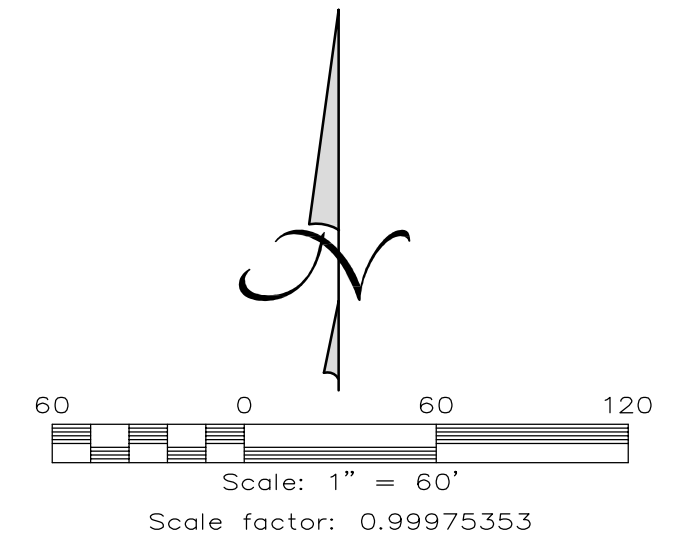
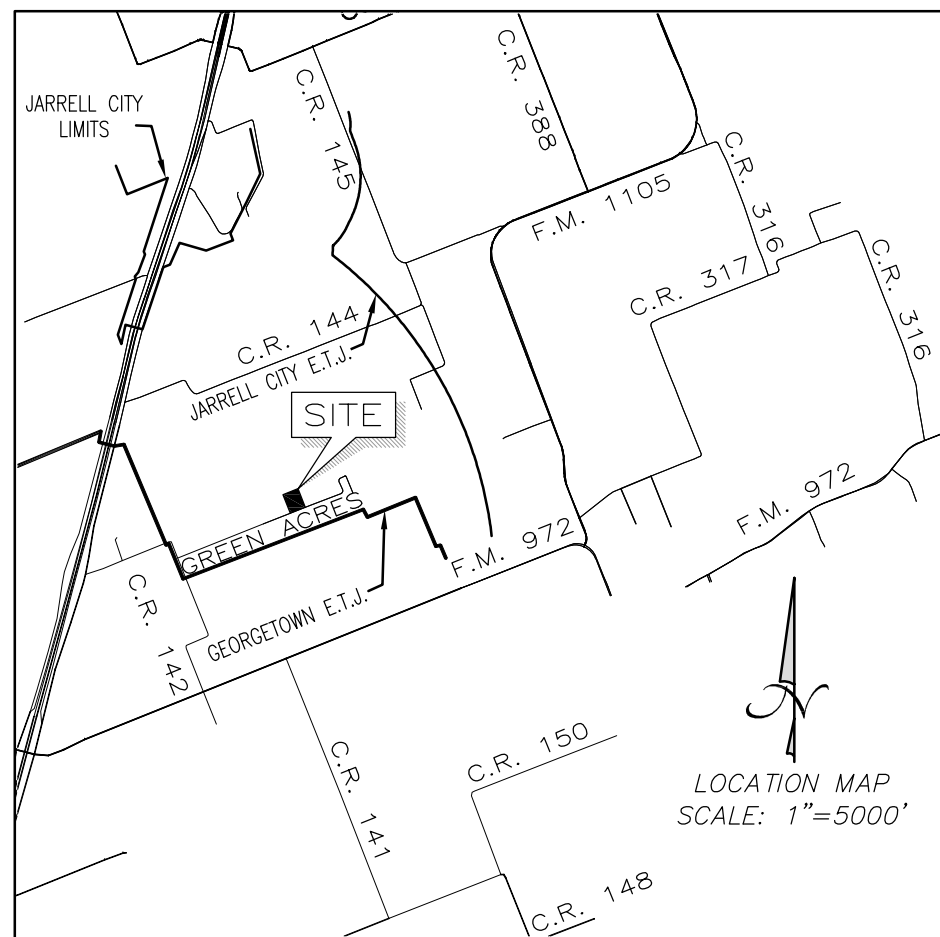
Wendy Coco

Date

10/25/2018 11:56 AM
Started On: 10/25/2018 11:24 AM

YANEZ/MORENO

5.00 ACRES, MORE OR LESS, OUT OF THE ANTONIO MANCHACA SURVEY, ABSTRACT No. 421, IN WILLIAMSON COUNTY, TEXAS.



BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

FINAL PLAT OF: YANEZ/MORENO

OWNERS: ANGELA YANEZ
597, 601 GREEN ACRES
jrjyanez@gmail.com
512-876-4688 &
MARIO MORENO
651 GREEN ACRES
mayramoreno.kmdm@gmail.com
512-838-1008
GEORGETOWN, TX
78626

ACREAGE: 5 ACRES
SURVEY: ANTONIO MANCHACA SURVEY,
ABSTRACT NO. 421

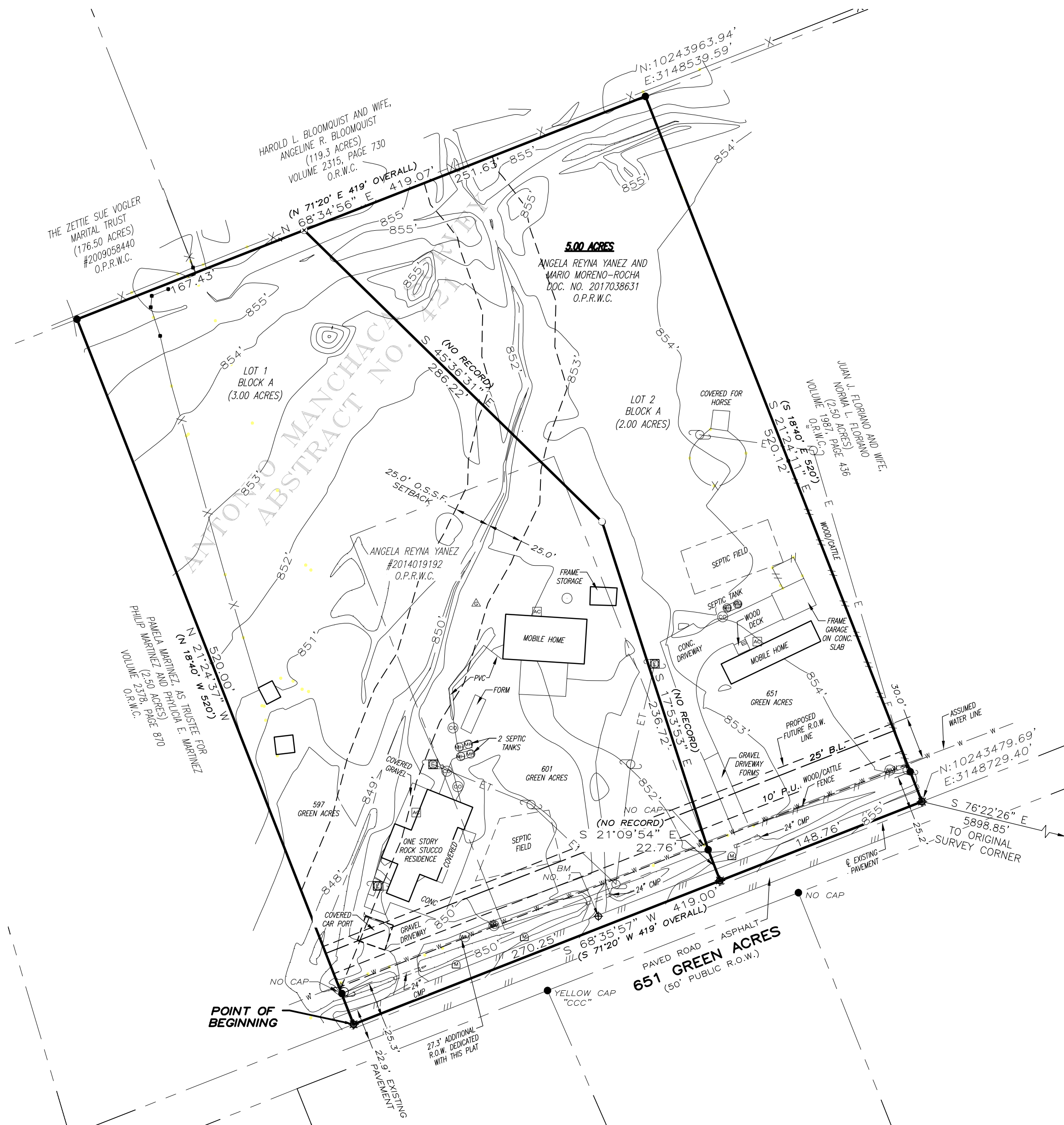
NO. OF BLOCKS: 1
NO. OF LOTS: 2
NEW STREETS: None
SUBMISSION DATE: 08-21-18
RESUBMISSION DATE: --- -- 18
3rd SUBMISSION DATE: --- -- 18
FINAL SUBMISSION DATE: --- -- 18

BENCHMARK NO. 1: COTTON SPINDLE SET
ELEVATION 852.43' (NAVD88)

SURVEYOR: Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628
Kenneth Louis Crider, RPLS
ken@texas-ls.com - email
512-930-1600 - phone
512-930-9389 - fax

ENGINEER: M&S Engineering
102 E Morrow Street, Suite 101
Georgetown, Texas 78626
Jennifer L. Henderson, P.E.
jhenderson@msengr.com - email
844-267-3647 - phone

LEGEND	
●	1/2" IRON ROD FOUND WITH PINK CAP STAMPED "TLS INC." (UNLESS OTHERWISE NOTED)
○	COTTON SPINDLE FOUND
○	1/2" IRON ROD SET WITH PINK CAP STAMPED "TLS INC."
()	RECORD INFORMATION
B.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
O.S.S.F.	ON-SITE SEWAGE FACILITY
CONC.	CONCRETE
R.O.W.	RIGHT-OF-WAY
CMP	CORRUGATED METAL PIPE
BM	BENCHMARK
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



PERIMETER FIELD NOTES:

Being 5.00 acres of land, more or less, out of the Antonio Manchaca Survey, Abstract No. 421, in Williamson County, Texas, being also that 4.00 acres tract conveyed to Angela Reyna Yanez and Mario Moreno-Rocha, by deed recorded in Document No. 2017038631, Official Public Records, Williamson County, Texas, and that 1.00 acre tract conveyed to Angela Reyna Yanez, by deed recorded in Document No. 2014019192, of said Official Public Records, as surveyed on the ground by Texas Land Surveying, Inc. On May 9th, 2018, and further described by metes and bounds as follows:

BEGINNING: at a cotton spindle found in the centerline of a Green Acres, paved road, marking the southeast corner of that 2.50 acres tract conveyed to Pamela Martinez as trustee for Philip Martinez and Phylicia E. Martinez, by deed recorded in Volume 2378, Page 870, Official Records, Williamson County, Texas, for the southwest corner of said 4.00 acres tract and this tract;

THENCE: N 21°24'37" W, at 22.58 feet pass a 1/2" iron rod with no cap found, marking the future Right of Way taking and north line of said Green Acres, continuing for a total distance of 520.00 feet, to a 1/2" iron rod with pink cap stamped "TLS INC." found in the south line of that 176.50 acres tract conveyed to The Zettie Sue Vogler marital trust, by deed recorded in Document No. 2009058440, of said Official Public Records, marking the northeast corner of said 2.50 acres tract, for the northwest corner of said 4.00 acres tract and this tract;

THENCE: N 68°34'56" E, 419.06 feet, with the north line of said 4.00 acres tract and this tract to a 1/2" iron rod with pink cap stamped "TLS INC." found in the south line of that 119.3 acres tract, conveyed to Harold L. Bloomquist and wife, Angeline R. Bloomquist, by deed recorded in Volume 2315, Page 730, of said Official Records, marking the northwest corner of that 2.50 acres tract conveyed to Juan J. Floriano and wife, Norma L. Floriano, by deed recorded in Volume 1987, Page 436, of said Official Records, for the northeast corner of said 4.00 acres tract and this tract;

THENCE: S 21°24'11" E, at 498.12 feet pass a 1/2" iron rod with no cap found, marking the future Right of Way taking and north line of said Green Acres, continuing for a total distance of 520.12 feet, to a cotton spindle found in the centerline of said Green Acres, marking the southwest corner of said Floriano tract, for the southeast corner of said 4.00 acres tract and this tract;

THENCE: S 68°35'57" W, 419.01 feet, with the centerline of said Green Acres and the south line of said 4.00 acres tract and this tract to the point of beginning.

M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP

SHEET
1 OF 2

Texas Land Surveying, Inc.

3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600 / (512) 930-9389 fax
www.texas-ls.com

TBPLS FIRM NO. 10056200
IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

YANEZ/MORENO

5.00 ACRES, MORE OR LESS, OUT OF THE ANTONIO MANCHACA SURVEY, ABSTRACT No. 421, IN WILLIAMSON COUNTY, TEXAS.

OWNER'S CERTIFICATION:

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

I, Angela Reyna Yanez, co-owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2017038631 of the Official Public Records of Williamson County, Texas, and owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2014019192 of the Official Public Records of Williamson County, Texas, do hereby subdivide said tracts as shown, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **YANEZ/MORENO**.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____, 20____

Angela Reyna Yanez
597 Green Acres
Georgetown, TX 78626

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

Before me, the undersigned authority, on this day personally appeared Angela Reyna Yanez, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 20____

Notary Public in and for the State of Texas

My Commission expires on: _____.

OWNER'S CERTIFICATION:

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

I, Mario Moreno-Rocha, co-owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2017038631 of the Official Public Records of Williamson County, Texas, do hereby subdivide said tract as shown, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **YANEZ/MORENO**.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____, 20____

Mario Moreno-Rocha
597 Green Acres
Georgetown, TX 78626

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

Before me, the undersigned authority, on this day personally appeared Mario Moreno-Rocha, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 20____

Notary Public in and for the State of Texas

My Commission expires on: _____.

SURVEYOR'S CERTIFICATION:

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

I, Kenneth Louis Crider, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monument shown thereon were properly placed under my supervision in accordance with the City of Georgetown Regulations.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County,

Texas, this ____ day of _____, 20____.

Kenneth Louis Crider
Registered Professional Land Surveyor No. 5624
State of Texas

ENGINEER'S CERTIFICATION:

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

I, Jen Henderson, Registered Professional Engineer in the State of Texas, do hereby certify that this plat is not located within the Edwards Aquifer Recharge Zone and is not encroached by a Special Flood Hazard Area inundated by 100 year Flood as identified by the U.S. Federal Emergency Management Agency Boundary Map, (Flood Insurance Rate Map), Community-Panel Number 48491C0325E, effective date September 26, 2008.

Jennifer L. Henderson, Date
Registered Professional Engineer No. 116883
State of Texas

PLAT NOTES:

- Total acreage – 5.00 Acres
- Number of lots – 2
- Number of blocks – 1
- All structures/obstructions are prohibited in drainage easements.
- There are no areas within the boundaries of this subdivision in the 100 year floodplain as defined by Firm Map number 48491C0325E, effective date of September 26, 2008, no structure or land on this plat shall hereafter be located or altered without first submitting a certificate of compliance to the Williamson County Flood Plain Administrator.
- A de facto certificate of compliance is hereby issued for all Lots within this Subdivision. This certificate is valid until such time as FEMA revises or newly adopts Floodplain boundaries in this area. (a Floodplain development permit must be obtained from the Williamson County Floodplain Administrator for lots 1 and 2 prior to any construction or development.)
- The minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.

8. In order to promote drainage away from a structure, the slab elevation should be built at least one foot above the surrounding ground, and the ground should be graded away from the structure at a slope of 1/2" per foot for a distance of at least 10 feet.

9. The monuments of this plat have been rotated to the NAD 83/93 Harn-Texas Central Zone and NAVD 88.

10. In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owners of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the commissioner's Court of Williamson County, Texas. said Commissioner's Court assumes no obligation to build any of the streets, roads, or other public thoroughfares shown on this plat or of constructing any of the bridges or drainage improvements in connection therewith, the County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road systems and streets.

11. The County assumes no responsibility for the accuracy of representations by other parties in this plat, flood plain data, in particular, may change depending on subsequent development, it is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the county.

12. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TxDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.

13. All public roadways and easements as shown on the plat are free of liens, required release of liens shall be provided to the commissioner's court.

14. One way "circular" driveways shall be prohibited onto Green Acres.

15. Water service for this subdivision is being provided by Jonah Special Utility District.

16. Sewer service for this subdivision will be provided by existing On-Site Sewage Facilities.

17. No portion of an On-Site Sewage Facility (O.S.S.F.) is permitted within the O.S.S.F. setback shown hereon.

18. Building setbacks must comply with City of Jarrell ordinances.

19. Improvements within the County Road Right-Of-Way including, but not limited to, landscaping, irrigation lighting, custom signs, is prohibited without first obtaining an executed license agreement with Willimson County.

20. All sidewalks are to be maintained by each of the adjacent property owners.

ROAD NAME AND 911 ADDRESSING APPROVAL

Road name and address assignments verified this ____ day of _____, 20____ A.D.

Teresa Baker
Williamson County Addressing Coordinator

J. Terron Evertson, PE, DR, CFM Date
County Engineer

COUNTY JUDGE'S APPROVAL:

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

I, Dan A. Gattis, County Judge of Williamson County, Texas, do hereby certify that this map of plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Dan A. Gattis, County Judge
Williamson County, Texas

COUNTY CLERK'S APPROVAL:

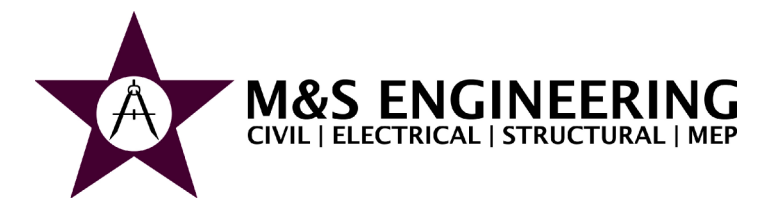
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 20____, A.D., at _____ o'clock, ____M., and duly recorded this the _____, day of _____, 20____, A.D., at _____ o'clock, ____M in the Official Public Records of said County in Instrument No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, CLerk County Court
of Williamson County, Texas

By: _____, Deputy



SHEET
2 OF 2

Texas Land Surveying, Inc.

3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.texas-ls.com
TBPLS FIRM NO.10056200

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

Commissioners Court - Regular Session

11.

Meeting Date: 10/30/2018

Discuss consider and take appropriate action on approval of the preliminary plat for the Terri Gomez 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 preliminary plat for the Terri Gomez subdivision - Precinct 4.

Background

This proposed subdivision consists of 2 lots and no new public roads.

Fiscal Impact

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

Attachments

[preliminary plat - Terri Gomez](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Adam Boatright
Final Approval Date: 10/25/2018

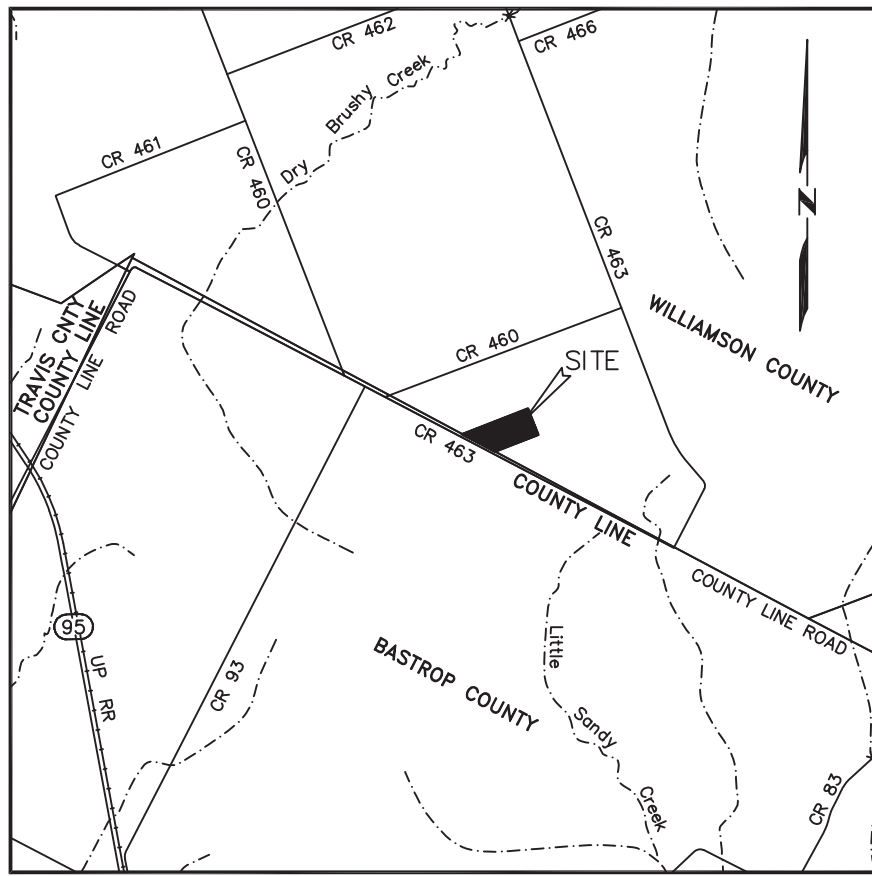
Reviewed By

Wendy Coco

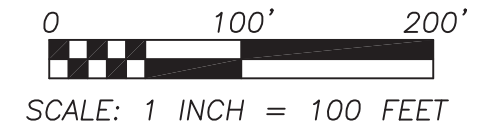
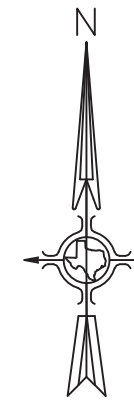
Date

10/25/2018 11:56 AM
Started On: 10/25/2018 11:43 AM

PRELIMINARY PLAT OF TERRI GOMEZ SUBDIVISION



VICINITY MAP
(NOT TO SCALE)



METES AND BOUNDS DESCRIPTION

FOR A 10.450 ACRE TRACT OF LAND SITUATED IN THE MARCUS HANNIBLE SURVEY, ABSTRACT NO. 299, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 10.444 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO TERRI GOMEZ, RECORDED IN DOCUMENT NO. 2018029626 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 10.450 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked "RPLS 1753" (Grid Coordinates: N=10,125,721.28 US Feet, E=3,236,656.22 US Feet), monumenting the southwest corner of said 10.444 acre Gomez tract and the northwest corner of the called 14.746 acre tract of land described in a Warranty Deed with Vendor's Lien to Adriana Esquivel and Hermeregildo Alvarez-Sanchez, recorded in Document No. 2015105290 of the Official Public Records of Williamson County, Texas, same being on the northeasterly right-of-way line of County Road 463 (County Line Road) a variable with right-of-way, for the southwest corner and POINT OF BEGINNING hereof;

THENCE, with the west boundary line of said 10.444 acre Gomez tract and said northeasterly right-of-way line of County Road 463, the following two (2) courses and distances:

1. N 62°18'20" W for a distance of 390.59 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting an angle point;
2. N 62°39'30" W for a distance of 231.61 feet to an iron rod found with cap marked "RPLS 1753" monumenting the northwest corner of said 10.444 acre Gomez tract and the southwest corner of the called 10.838 acre tract of land described in a General Warranty Deed with Vendor's Lien to Maria Velazquez, recorded in Document No. 2016036873 of the Official Public Records of Williamson County, Texas, for the northwest corner hereof;

THENCE, departing said northeasterly right-of-way line of County Road 463, N 68°48'24" E with the north boundary line of said 10.444 acre Gomez tract and the south boundary line of said 10.838 acre Velazquez tract for a distance of 1177.42 feet to an iron rod found with cap marked "RPLS 1753" (Grid Coordinates: N=10,126,434.78 US Feet, E=3,237,202.37 US Feet), monumenting the northeast corner of said 10.444 acre Gomez tract and the southeast corner of said 10.838 acre Velazquez tract, same being on the west boundary line of the called 15.103 acre tract of land described in a General Warranty Deed with Vendor's Lien to Angel Sanchez, recorded in Document No. 2016010166 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof, from which an iron rod found with cap monumenting the northeast corner of said 10.838 acre Velazquez tract, bears N 21°24'28" W for a distance of 354.16 feet;

THENCE, S 21°20'51" E with the east boundary line of said 10.444 acre Gomez tract and the west boundary line of said 15.103 acre Sanchez tract for a distance of 468.61 feet to an iron rod found with cap marked "RPLS 1753" monumenting the southeast corner of said 10.444 acre Gomez tract and the southwest corner of said 15.103 acre Sanchez tract, same being on the north boundary line of said 14.746 acre Alvarez-Sanchez tract, for the southeast corner hereof;

THENCE, S 68°51'49" W with the south boundary line of said 10.444 acre Gomez tract and the north boundary line of said 14.746 acre Alvarez-Sanchez tract for a distance of 768.49 feet to the POINT OF BEGINNING hereof, and containing 10.450 acres of land, more or less.

BEARING BASIS: NAD-83 TEXAS CENTRAL (4203) STATE PLANE SYSTEM. All distances shown hereon are surface values in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00009.

MARIA VELAZQUEZ
CALLED 10.838 AC.
DOC. NO. 2016036873
O.P.R.W.C.T.
WCAD ID: R008617
5184 COUNTY ROAD 463
COUPLAND, TX 78615

GRID COORDINATES
N=10,126,434.78 U.S. FEET
E=3,237,202.37 U.S. FEET

ANGEL SANCHEZ
CALLED 15.103 AC.
DOC. NO. 2016010166
O.P.R.W.C.T.
WCAD ID: R548909
COUNTY ROAD 460
COUPLAND, TX 78615

WCAD ID: R548909
COUNTY ROAD 460
COUPLAND, TX 78615

TERRI GOMEZ
CALLED 10.444 ACRES
DOC. NO. 2018029626
O.P.R.W.C.T.
WCAD ID: R548291
5050 COUNTY ROAD 463
COUPLAND, TX 78615

ADRIANA ESQUIVEL AND
HERMEREGLDO ALVAREZ-SANCHEZ
CALLED 14.746 AC.
DOC. NO. 2015105290
O.P.R.W.C.T.
WCAD ID: R543263
COUNTY ROAD 463
ELGIN, TX 78621

WCAD ID: R543263
COUNTY ROAD 463
ELGIN, TX 78621

OWNERS:
TERRI ANN GOMEZ
1785 CR 460
COUPLAND, TX 78615
(512) 590-5718
tgomez001@yahoo.com

SURVEYOR:
DIAMOND SURVEYING, INC.
TX BOARD OF PROFESSIONAL LAND SURVEYING
FIRM #10006900
116 SKYLINE ROAD
GEORGETOWN, TX 78628
SHANE SHAFER, R.P.L.S.
(512) 931-3100
shane@DiamondSurveying.com

ENGINEER:
JENNIFER L. HENDERSON, P.E.
M&S ENGINEERING
TEXAS PROFESSIONAL ENGINEERING FIRM F-1394
102 W. MORROW STREET, STE. 101
GEORGETOWN, TX 78626
(512) 942-5310
jhenderson@msengr.com

NUMBER OF LOTS: 2

NUMBER OF BLOCKS: 1

TOTAL LINEAR FEET OF NEW STREETS: NONE

TOTAL STREET R.O.W. AREA TO BE DEDICATED: 0.071 ACRE

TOTAL ACREAGE: 10.450 ACRES

DATE SUBMITTED: JULY 23, 2018
REVISED: OCTOBER 10, 2018
REVISED: OCTOBER 24, 2018

LEGEND	
●	IRON ROD FOUND WITH CAP
○	1/2" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT

LINE	BEARING	DISTANCE
L1	N 62°39'30" W	24.61'

LOT #	DRIVEWAY CULVERT DESIGN TABLE			
	CULVERT SIZE (IN)	CULVERT LENGTH (FT.)	INVERT ELEVATION (IN)	OUTVERT ELEVATION (OUT)
1	18	53.5'		
2	18	53.5'		

WILLIAMSON COUNTY
BASTROP COUNTY



Commissioners Court - Regular Session

12.

Meeting Date: 10/30/2018

Pancreatic Cancer Awareness

Submitted For: Cynthia Long

Submitted By: Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on resolution declaring the month of November as "Pancreatic Cancer Awareness Month".

Background

Fiscal Impact

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

Attachments

Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 10/25/2018

Reviewed By

Wendy Coco

Date

10/25/2018 10:40 AM

Started On: 10/25/2018 10:26 AM

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

That on the 30th day of October 2018 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

RESOLUTION

WHEREAS, Pancreatic Cancer is the 3rd leading cause of cancer-related death in the United States, with over 145 Americans – our family members, friends and colleagues diagnosed every single day; and

WHEREAS, Pancreatic Cancer kills more people in the U.S. each year than Breast Cancer and according to the American Cancer Society an estimated 55,440 people will be diagnosed with Pancreatic Cancer in the U.S. and approximately 44,330 will die from the disease; and

WHEREAS, there are currently no early detection tests available for Pancreatic Cancer, making early diagnosis difficult and resulting in the lowest survival rate of cancers at just 9 percent; and

WHEREAS, risk factors for developing the disease includes: family history, diet, age, chronic or hereditary pancreatitis, smoking, obesity and long-standing diabetes; and

WHEREAS, the warning signs for Pancreatic Cancer are often vague, but important to recognize, including: pain (usually abdominal or back pain), weight loss, jaundice, loss of appetite, nausea, changes in stools and recent-onset diabetes; and

WHEREAS, the Pancreatic Cancer Action Network urges anyone experiencing any of these unexplained symptoms to see your doctor and to join in their efforts to raise awareness and funds of Pancreatic Cancer research to produce screening for earlier diagnosis and more effective treatments.

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Commissioners Court declares the month of November as “Pancreatic Cancer Awareness Month”.

RESOLVED THIS 30th Day of October 2018.

Dan A. Gattis, County Judge

Commissioners Court - Regular Session

13.

Meeting Date: 10/30/2018

Field of Honor

Submitted For: Cynthia Long

Submitted By: Wendy Coco, County Judge

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear update on Field of Honor 2018 schedule of events.

Background

Fiscal Impact

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

Attachments

Field of Honor

Form Review

Form Started By: Wendy Coco
Final Approval Date: 10/26/2018

Started On: 10/26/2018 10:09 AM

Schedule of Events



FIELD OF HONOR®



Georgetown, Texas

Saturday, Nov. 3rd:
10:00 a.m. to 6:00 p.m.

FIELD SET-UP & FIRST RESPONDER DAY!
Georgetown's Police, Fire, Williamson County Sheriff & EMS, and many volunteers set up the breath-taking field of over 1800 flags!
EXPLORE THE LATEST FIRST RESPONDER EQUIPMENT ON DISPLAY

QUILT OF VALOR CEREMONIES

by Poppy's Quilt of Valor in honor of several local heroes. Wednesday @ 7:00 P.M. Friday @ 5:00 & 7:00 P.M.

GISD SCHOOL FIELD TRIPS will be organized throughout the week.

Over 1,000 7th and 8th graders will have an opportunity to learn about our flag history, wars, and branches of the military. First responders and Veterans will share their stories and experiences with the students during their field trips to the Field of Honor®. The Williamson Museum will provide educational presentations from their "Traveling Trunk" shows.

Sunday, Nov. 4th:
2:00 p.m.

OPENING CEREMONIES
Listen for the rumble as the Patriot Guard Riders kick off the Parade of Colors. This grand procession marches to the music of Fort Hood's legendary 1st Cavalry Band!

A Grand Finale features Fort Hood's 1st Cavalry Color Guard, a 21-gun salute, a canon salute by The Sons of the Republic of Texas and taps by the Georgetown PD.

Major General Paul T. Calvert, Commanding General of the 1st Cavalry Division at Fort Hood follows as our keynote speaker.

Don't miss the vintage display by the Military Vehicle Preservation Association.

Monday, Nov. 5th:
11:30 to 1:30 p.m.

ROTARY MULTI-CLUB LUNCHEON MEETING
Honoring local Veterans and First Responders including a Quilt of Valor ceremony. (limited to Rotarians and guests; reservations required.)

Tuesday, Nov. 6th:
7:00 to 8:30 p.m.

THE FINAL SALUTE!
Boy Scout Troop 155 will present a moving flag retirement ceremony with a performance by the Village Elementary School Choir. Your tattered flags may be submitted for proper retirement.

Wednesday, Nov. 7th:
7:00 to 8:30 p.m.

MEET BENJAMIN FRANKLIN
The Daniel Coleman Daughters of the American Revolution presents the Round Rock and DAR singers. Meet special guest, BENJAMIN FRANKLIN, LIVE!
Photo ops available!



DON HEWLETT TEXAS STRIVE™

Presented by:

Thursday, Nov. 8th:
7:00 p.m.

PATRIOTIC CONCERT and READINGS OF LETTERS FROM WAR
A fun filled evening with music by First Responders including a singing sensation Avery Logan from East View High School, "Tempest," a featured quartet of A Capella Texas, Austin's chapter of the International Barbershop Harmony Society, and the delightful Shot of Texas Band will be performing! Williamson Museum will perform emotional vignettes portraying local soldiers' wartime writings from Civil War times to present day.

Friday, Nov. 9th:
7:00 p.m.

PURPLE HEART TRIBUTE
The Military Order of the Purple Heart, Chapter 1919, hosts a moving tribute to local Purple Heart recipients. The County Judge and commissioners unveil the placards proclaiming Williamson as a Purple Heart County. A stirring Quilt of Valor ceremony concludes the evening's event.

Saturday, Nov. 10th:
3 events!

The "HONOR WALK" 5K
8:00 a.m.
Hosted by Serfoma, Heroes Night Out and Blue Star Moms. Walk in honor of a hero along the N. San Gabriel River. Starts at Pavillion.

VETERAN & FIRST RESPONDER RESOURCE EXPO
11:00 a.m. to 3:00 p.m.
Hosted by the Sun City Rotary Club. Discover many available state and local services as well as businesses supporting veterans and first responders.

PATRIOTS BALL
6:00 p.m.
An evening of elegance, fabulous food, amazing auction items, live music, dancing and a fitting tribute to our heroes. This event is held at the Austin Georgetown Sheraton. Tickets are required. Go to GeorgetownTXFieldOfHonor.org for table reservations.

Sunday, Nov. 11th:
11:00 a.m.

ARMISTICE DAY BELLS WILL RING
21 times at the 11th hour of this, the 100th year after the end of WWII.

HONOR FLIGHT REUNION and TRIBUTE TO WAR VETERANS
2:00 p.m.
An exciting event invites the over 2000 Veterans, flown to Washington D.C. by Honor Flight Austin. They can share their experiences of seeing the memorials erected in their honor.

Monday, Nov. 12th:
(Veterans Day Observed)

Be sure to attend Sun City's tribute to Veterans at 11:00 a.m. Georgetown-Williamson County Veterans Memorial Plaza, 2 Texas Dr. in Sun City, Georgetown, TX.

CLOSING CEREMONIES
3:00 p.m.

PICK UP THE FLAG(S) YOU PURCHASED
(including the pole and rebar) between 2:00 p.m. and 7:00 p.m. on Monday, Nov. 12th. You can repost them next year for a nominal fee/donation. The flags to be reposted must be in perfect condition.

Events subject to change. Please refer to the website for the latest information: GeorgetownTXFieldOfHonor.org



Commissioners Court - Regular Session

14.

Meeting Date: 10/30/2018

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

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 09/18/2018

Reviewed By

Wendy Coco

Date

09/18/2018 10:25 AM

Started On: 09/18/2018 10:03 AM

Commissioners Court - Regular Session

15.

Meeting Date: 10/30/2018

CO Authorization Brushy Creek Trail

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action approving the appointment of Tom Stanfield, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement between Owner and Contractor with Chasco Constructors, LTD, LLP relating to the Williamson County Brushy Creek Regional Trail Phase V Project for any increase or decrease in cost of \$30,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; and further authorize Tom Stanfield to sign non-contractual permit applications associated with the construction of the Project.

Background

Section 262.031 of the Local Government Code allows for the grant of such authority up to \$50,000.00 (see below). Any change orders that are approved pursuant to this item will be placed on the Commissioners Court’s Consent Agenda the following week so that they are acknowledged and made a part of the minutes. Local Government Code Sec. 262.031. CHANGES IN PLANS AND SPECIFICATIONS. (b) If a change order involves an increase or decrease in cost of \$50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 10/24/2018

Reviewed By

Wendy Coco

Date

10/24/2018 11:34 AM

Started On: 10/24/2018 08:44 AM

Commissioners Court - Regular Session

16.

Meeting Date: 10/30/2018

SH 29 @ DB Wood 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 Church of Christ Georgetown for right of way needed on the SH 29 @ DB Wood project (Parcel 6). Funding Source: Road Bonds P237

Background

Fiscal Impact

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

Attachments

Church of Christ contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/25/2018

Reviewed By

Wendy Coco

Date

10/25/2018 11:10 AM

Started On: 10/25/2018 11:08 AM

REAL ESTATE CONTRACT
SH 29 @ DB Wood Rd. – Parcel 6

THIS REAL ESTATE CONTRACT (“Contract”) is made by **CHURCH OF CHRIST GEORGETOWN, TEXAS, INC., a Texas corporation** (collectively referred to in this Contract as “Seller”) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

All of that certain 0.580 acre (25,250 SF) of land in the Isaac Donagan Survey, Abstract No. 178, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 6**);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements thereon, and any damage to the remaining property of Seller as a result of this transaction, shall be the sum of TWO HUNDRED EIGHTY THOUSAND and 00/100 Dollars (\$280,000.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Community National Title Company ("Title Company") on or before November 21, 2018, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then current year, and any previous years not fully paid, relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

(signature pages follow)

SELLER:

CHURCH OF CHRIST OF GEORGETOWN, TEXAS, INC.

Address: 889 Hedgewood Dr

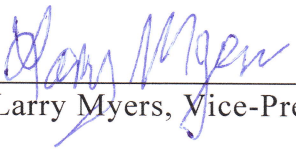
By: Bill Powell
Bill Powell, President

Georgetown TX

SELLER:

CHURCH OF CHRIST OF GEORGETOWN, TEXAS, INC.

Address: 3010 ADDIE LAWE

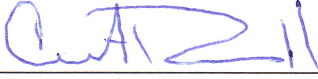
By: 
Larry Myers, Vice-President

GEORGETOWN, TX 78628

SELLER:

CHURCH OF CHRIST OF GEORGETOWN, TEXAS, INC.

Address: 1321 Eagle Pt. Dr.

By: 
Greg Dowell, Treasurer

Georgetown, TX 78628

SELLER:

CHURCH OF CHRIST OF GEORGETOWN, TEXAS, INC.

Address: 231 Christine Lane

By: Mark Babcock
Mark Babcock, Secretary

Liberty Hill, TX 78642

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

COUNTY: Williamson
PARCEL No.: 6
HIGHWAY: State Highway No. 29
LIMITS: From: River Chase Boulevard
To: Legend Oaks Drive
CSJ: 0337-01-043

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 0.580 ACRE (25,250 Sq. Ft.) TRACT OR PARCEL OF LAND OUT OF AND PART OF THE ISAAC DONAGAN SURVEY, ABSTRACT NUMBER 178, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, GEORGETOWN CHURCH OF CHRIST, A SUBDIVISION RECORDED IN CABINET M, SLIDE 186 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAME BEING DOCUMENT NUMBER 9550752 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID LOT 1 BEING THE REMAINING PORTION OF THAT TRACT IDENTIFIED AS 35.40 ACRES DESCRIBED IN DEED UNTO J.D. THOMAS, JR., ERNEST COVEY, JACK HOWELL, ALTON LAIRD AND LARRY YOUNG, ELDERS OF THE CHURCH OF CHRIST OF GEORGETOWN, TEXAS, AND THEIR SUCCESSORS IN OFFICE, FOUND RECORDED IN VOLUME 1971, PAGE 858 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), THE SAID 0.580 ACRE (25,250 Sq. Ft.) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the existing, curving, south Right-of-Way line of Texas State Highway No. 29 (a public roadway, with an existing 100' ROW), for the northwest corner of said Lot 1, Georgetown Church of Christ, same being the northeast corner of Lot 3, Block A, of the Amended Plat of Lots 1 Thru 4, 13 Thru 15, and 29 Thru 31 Of Legend Oaks, a subdivision recorded in Cabinet K, Slide 54 P.R.W.C.T.;

THENCE, along the existing south Right-of-Way line of said Texas State Highway No. 29, same being the north line of said Lot 1, Georgetown Church of Christ, the following two (2) courses and distances:

- 1) 800.19 feet with a curve to the left, having a radius of 5779.56 feet, a delta angle of 07°55'58", a chord bearing and distance of South 88°23'00" East, 799.55 feet, to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set at the end of said curve;

- 2) North $87^{\circ}39'01''$ East, a distance of 29.10 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set for intersection with the west Right-of-Way line of D.B. Wood Road (a public roadway, 120' ROW at this point), being the northeast corner of the remainder of said Lot 1, and the northwest corner of a 60' wide Public Roadway and Utility Easement shown on said Plat for Georgetown Church of Christ;

THENCE, South $20^{\circ}54'32''$ East, leaving the existing south line of said Texas State Highway No. 29, going along the west Right-of-Way line of said D.B. Wood Road, a distance of 79.27 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for intersection with the Proposed south Right-of-Way line of Texas State Highway No. 29, located 125.14 feet right of station 128+08.6 of the Texas State Highway No. 29 Improvements Project centerline; N=10204464.49 E=3121703.37; from whence, a 1/2 inch iron rod with an aluminum cap inscribed "Diamond Surveying", found for the southwest corner of said 60' wide Public Roadway and Utility Easement, being the southeast corner of the said remainder of Lot 1, bears South $20^{\circ}54'32''$ East, a distance of 918.41 feet;**

THENCE, leaving the west ROW line of said D.B. Wood Road, crossing said Lot 1, Georgetown Church of Christ, along said Proposed south ROW line of Texas State Highway No. 29, the following two (2) courses and distances:

- 1) North $56^{\circ}11'41''$ West, a distance of 78.23 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for an angle point hereof;**
- 2) 788.55 feet with a curve to the left, having a radius of 5808.56 feet, a delta angle of $07^{\circ}46'42''$, a chord bearing and distance of North $88^{\circ}22'24''$ West, 787.95 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for intersection with said west line of Lot 1, Georgetown Church of Christ, being the said east line of said Lot 3, Block A, of the Amended Plat of Lots 1 Thru 4, 13 Thru 15, and 29 Thru 31 Of Legend Oaks, and located 79.12 feet right of station 119+67.77 of the Texas State Highway No. 29 Improvements Project centerline; N=10204530.38 E=3120850.74;**

THENCE, North $07^{\circ}38'44''$ West, leaving the said Proposed south ROW line of Texas State Highway No. 29, along the common line between said Lot 1, Georgetown Church of Christ and Lot 3, Block A, a distance of 29.79 feet to the **POINT OF BEGINNING**, containing 0.580 acre (25,250 square feet) of land area, more or less.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II ROW Marker upon the completion of the highway construction project under the supervision of a RPLS, either employed or retained by TxDOT.

This description is accompanied by a separate exhibit.

All Bearings are based on The City of George Town Control Network established in 1996, Texas Coordinate System of 1983 (1993 Adj.) HARN, Texas Central Zone. Combined Surface Adjustment factor 1.00009768. All coordinates are surface adjusted.

STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS** §
COUNTY OF TRAVIS §

THAT I, LYNN R. SAVORY, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

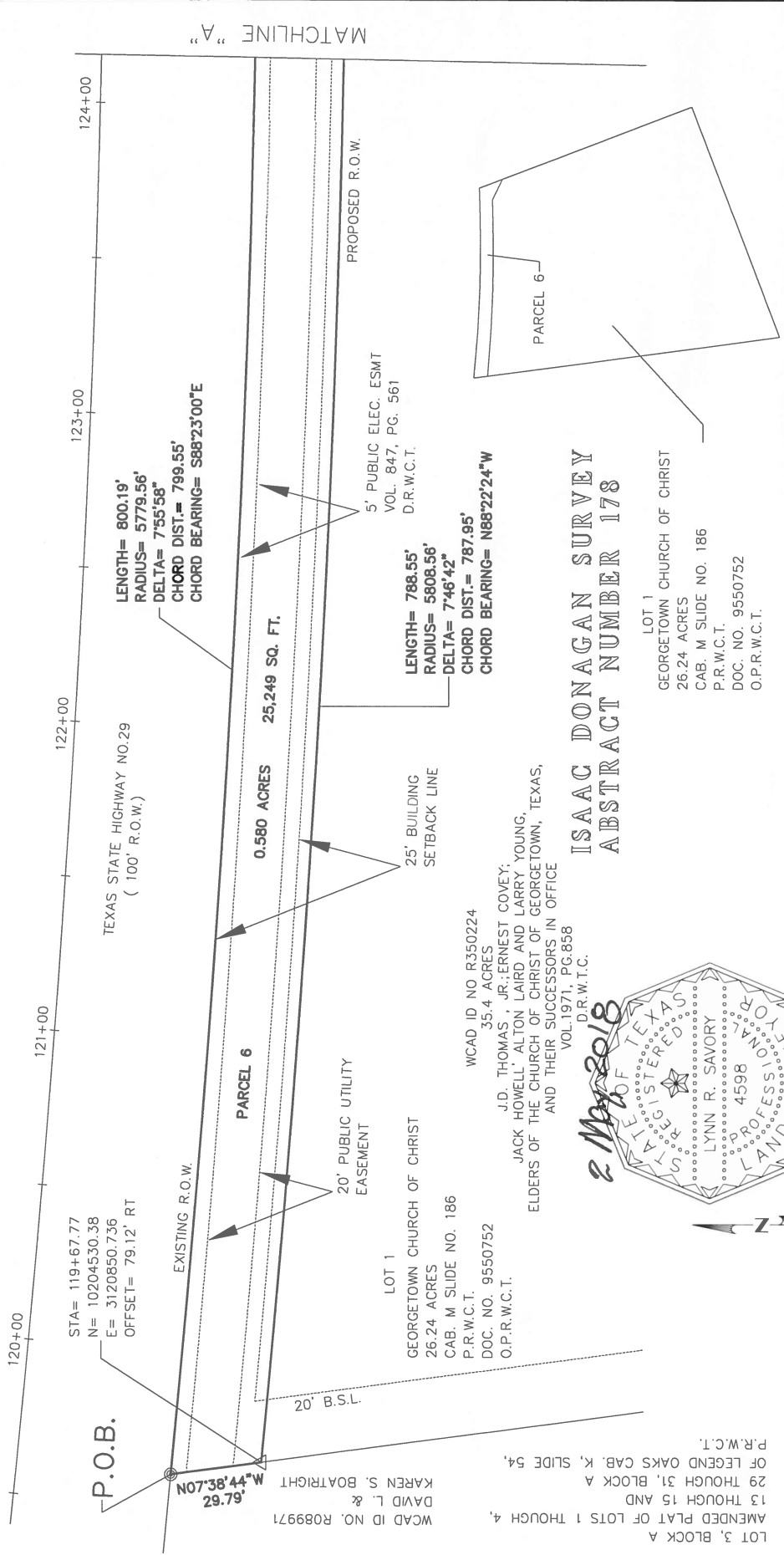
WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS 2nd DAY OF May, 2018



LYNN R. SAVORY, R.P.L.S.
STATE OF TEXAS NO. 4598



Unintech Consulting Engineers
505 E. Huntland Drive, Suite 335
Austin, Texas 78752



STA= 119+67.77
 N= 10204530.38
 E= 3120850.736
 OFFSET= 79.12' RT

P.O.B.
 67.96'
 N07°38'44"W

TEXAS STATE HIGHWAY NO.29
 (100' R.O.W.)

EXISTING R.O.W.

PARCEL 6

0.580 ACRES
 25,249 SQ. FT.

20' PUBLIC UTILITY
 EASEMENT

LOT 1
 GEORGETOWN CHURCH OF CHRIST
 26.24 ACRES
 CAB. M SLIDE NO. 186
 P.R.W.C.T.
 DOC. NO. 9550752
 O.P.R.W.C.T.

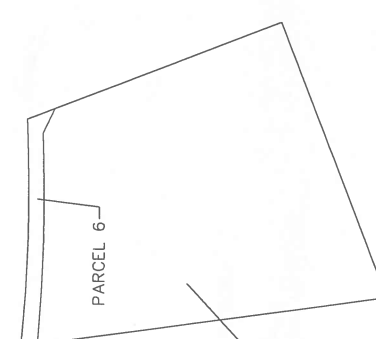
WCAD ID NO. R350224
 35.4 ACRES
 J.D. THOMAS, JR.; ERNEST COVEY;
 JACK HOWELL, ALTON LAIRD AND LARRY YOUNG,
 ELDERS OF THE CHURCH OF CHRIST OF GEORGETOWN, TEXAS,
 AND THEIR SUCCESSORS, IN OFFICE
 VOL.1971, PG.858
 D.R.W.T.C.

LENGTH= 788.55'
 RADIUS= 5808.56'
 DELTA= 7°46'42"
 CHORD DIST.= 787.95'
 CHORD BEARING= N88°22'24"W

5' PUBLIC ELEC. ESMT
 VOL. 847, PG. 561
 D.R.W.C.T.

LENGTH= 800.19'
 RADIUS= 5779.56'
 DELTA= 7°55'58"
 CHORD DIST.= 799.55'
 CHORD BEARING= S88°23'00"E

PROPOSED R.O.W.



**ISAAC DONAGAN SURVEY
 ABSTRACT NUMBER 178**

LOT 1
 GEORGETOWN CHURCH OF CHRIST
 26.24 ACRES
 CAB. M SLIDE NO. 186
 P.R.W.C.T.
 DOC. NO. 9550752
 O.P.R.W.C.T.



SKETCH TO ACCOMPANY
 FIELD NOTES
 PAGE 4 OF 5 PAGES
 CSJ NO. 0337-01-043
 COUNTY: WILLIAMSON
 HWY: S.H. 29

APPEARANT: AC. 26.24
 TAKING: AC. 0.58
 REMAINDER: AC. 25.66

UNINTECH CONSULTING ENGINEERS, INC.
 505 E. HUNTLAND DRIVE, SUITE 305
 AUSTIN, TEXAS 78752
 PHONE: (512) 578-0722
 FAX: (214) 941-4278
 WWW.UNINTECH.COM

TEXAS DEPARTMENT OF TRANSPORTATION
 © 2016

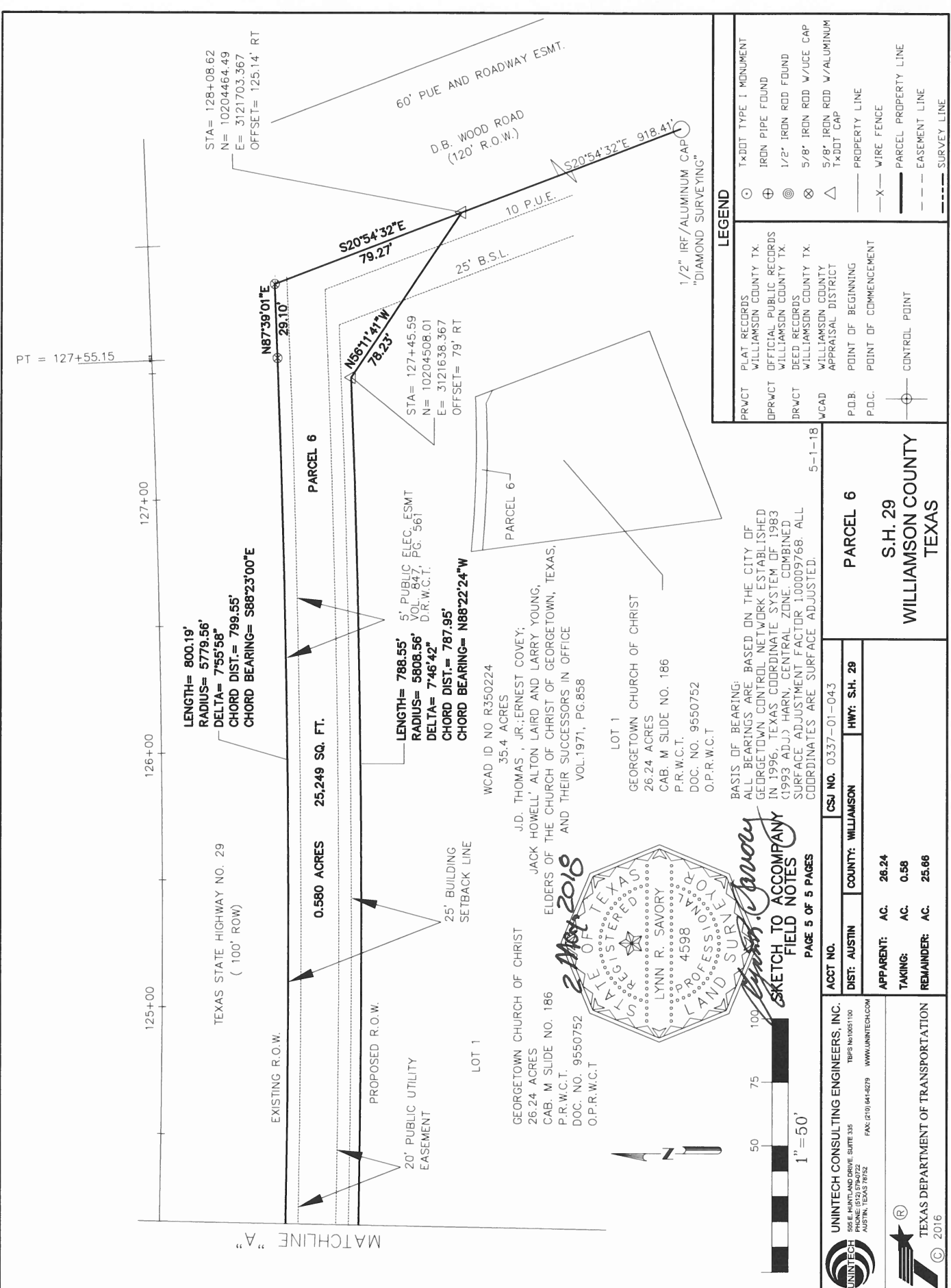
LEGEND

PRWCT	PLAT RECORDS	⊙	TADDOT TYPE 1 MONUMENT
DPRWCT	WILLIAMSON COUNTY TX. OFFICIAL PUBLIC RECORDS	⊕	IRON PIPE FOUND
DRWCT	WILLIAMSON COUNTY TX. DEED RECORDS	⊗	1/2" IRON ROD FOUND
WCAD	WILLIAMSON COUNTY TX. APPRAISAL DISTRICT	⊘	5/8" IRON ROD W/UCR CAP
P.O.B.	POINT OF BEGINNING	△	TADDOT CAP
P.O.C.	POINT OF COMMENCEMENT	—	PROPERTY LINE
	CONTROL POINT	-X-	WIRE FENCE
		—	PARCEL PROPERTY LINE
		- - -	EASEMENT LINE
		- - - -	SURVEY LINE

PARCEL 6
S.H. 29
WILLIAMSON COUNTY
TEXAS

UNINTECH CONSULTING ENGINEERS, INC.
 505 E. HUNTLAND DRIVE, SUITE 305
 AUSTIN, TEXAS 78752
 PHONE: (512) 578-0722
 FAX: (214) 941-4278
 WWW.UNINTECH.COM

TEXAS DEPARTMENT OF TRANSPORTATION
 © 2016



PARCEL 6
 S.H. 29
 WILLIAMSON COUNTY
 TEXAS

ACCT NO.	CSJ NO. 0337-01-043
DIST: AUSTIN	COUNTY: WILLIAMSON
APPARENT: AC. 28.24	HWY: S.H. 29
TAKING: AC. 0.58	
REMAINDER: AC. 25.66	

UNINTECH CONSULTING ENGINEERS, INC.
 505 E. HUNTLAND DRIVE, SUITE 335
 PHOENIX (520) 979-0722
 AUSTIN, TEXAS 78752
 FAX: (210) 641-6279 WWW.UNINTECH.COM

TEXAS DEPARTMENT OF TRANSPORTATION
 © 2016

EXHIBIT "B"

Parcel 6

DEED
SH29/DB Wood Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

All of that certain 0.580 acre (25,250 SF) of land in the Isaac Donagan Survey, Abstract No. 178, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 6**);

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or the State of Texas, or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of SH29/DB Wood.

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

This deed is being delivered in lieu of condemnation.

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

[signature pages follow]

Commissioners Court - Regular Session

17.

Meeting Date: 10/30/2018

Approving Supplemental Agreement Williamson County Expo Center

Submitted For: Randy Bell

Submitted By: Randy Bell, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Supplemental Agreement No. 2 between Williamson County and Populous, Inc. for additional architectural and engineering services in relation to the Williamson County Expo Center project; and authorizing execution of the Supplemental Agreement No. 2.

Background

In February of 2018, the parties executed a Supplemental Agreement wherein Populous agreed to provide additional architectural and engineering services for the addition of a horse barn, restrooms and concessions for the Expo Center. Following the parties' execution of the prior Supplemental Agreement, it was determined that changes and modifications needed to be made to the scope of additional services described under the Supplemental Agreement. This Supplemental Agreement No. 2 replaces the prior Supplemental Agreement. The additional services will be performed for a lump sum amount of \$450,000.00. Funding source P474.

Fiscal Impact

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

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/24/2018 11:49 AM
County Judge Exec Asst.	Wendy Coco	10/24/2018 02:16 PM
Form Started By: Randy Bell		Started On: 10/24/2018 11:28 AM
Final Approval Date: 10/24/2018		

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR ARCHITECTURAL
AND
ENGINEERING SERVICES

WILLIAMSON COUNTY EXPO CENTER PROJECT (“Project”)

This Supplemental Agreement No. 2 to the Agreement for Architectural and Engineering Services (“Supplemental Agreement No. 2”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the “County”) and Populous, Inc. (the “A/E”).

RECITALS

WHEREAS, County and A/E entered into an Agreement for Architectural and Engineering Services dated effective as of January 16, 2015 (the “Agreement”) for the provision of professional services in connection with the Williamson County Expo Center (the “Project”); and

WHEREAS, in February of 2018 and following the A/E’s performance of the Basic Services under the Agreement, the parties executed a Supplemental Agreement wherein A/E agreed to provide Additional Services in relation to the addition of a horse barn, restrooms and concessions for the Project (the “Supplemental Agreement”);

WHEREAS, following the parties’ execution of the above-mentioned Supplemental Agreement, County determined a need to change and modify the scope of Additional Services described under the Supplemental Agreement in relation to the addition of a horse stall barn, restroom/concessions building on the east side of the existing Expo Arena site and the rerouting of the existing water main, which all constitute Additional Services that were not originally a part of the Basic Services under the Agreement and which are sometimes collectively referred to as being the “Williamson County Expo Pavilion and Concessions/Restroom Additions”;

WHEREAS, pursuant to Section III of the Agreement, for the performance of Additional Services not specifically described in the Basic Services, County and A/E must execute a contract modification setting forth the scope of the Additional Services, compensation to be paid to A/E for performance of the Additional Service and a schedule for the performance of such services;

WHEREAS, this Supplemental Agreement No. 2 provides a description of the scope of Additional Services that are necessary, the Additional Services compensation, a schedule for the performance of the Additional Services, an amendment to Section V, Paragraph A. of the Agreement and supplants and replaces the Supplemental Agreement previously executed in February of 2018; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in

accordance with the Agreement.

AGREEMENT

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

I. Scope of Additional Services

A/E hereby agrees to provide the Additional Services set forth in Exhibit "A", which is attached hereto and incorporated herein.

II. Additional Services Compensation and Reimbursable Expenses

A/E will perform the above described Additional Services for the lump sum amount of \$450,000.00, which consists of and includes the following lump sum Additional Services fee amounts and reimbursable expenses amount:

- A. Additional Services Associated with Horse Barn: *Two Hundred and Ninety-Seven Thousand Dollars (\$297,000)*
- B. Additional Services Associated with East Side Concessions and Restrooms: *Sixty-Five Thousand Dollars (\$65,000)*
- C. Additional Services Associated with Civil Engineering Professional Design Services: *Sixty-Eight Thousand Dollars (\$68,000)*
- D. Additional Services Associated with Relocating Water Main: *Included in Civil Engineering Professional Design Services Fee*
- E. Reimbursable Expenses charged in accordance with the Williamson County Vendor Reimbursement Policy: *Twenty Thousand Dollars (\$20,000)**

*Reimbursable expenses are based on A/E making two trips during Schematic Design, two trips during Design Development and eight trips during Construction Administration for a maximum of twelve trips.

In no event will the Additional Services fee amounts and reimbursable expenses exceed the total lump sum amount set forth above unless the parties otherwise agree to increase such amount pursuant to a written modification to this Supplemental Agreement No. 2.

III. Schedule

A/E will commence performance of the Additional Services immediately upon receipt of County's notice to proceed. A/E shall perform the Additional Services in accordance with the following time frames:

- Schematic Design- Horse Barn only: Two Months - *Completed*
- Design Development- Horse Barn only: Two Months
- Construction Documents- Horse Barn, Concessions and Restrooms: Three and Half Months
- Construction Administration Horse Barn, Concessions and Restrooms: Eight months.

If there is a need to extends the Additional Services beyond the above milestone date, A/E reserves the right to request additional services compensation.

IV. Amendment to Section V, Paragraph A. - Submittal Process and Revisions to A/E Work Product:

Section V, Paragraph A. shall be amended as follows:

A. Submittal Process. A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to herein above and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit "C"** (taking into account any modification to such Schedule for matters outside of A/E's reasonable control).
2. Upon receipt of the A/E Work Products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the Scope of Services described herein) have been included in the A/E Work Products in compliance with the requirements of this Agreement. The completeness of any A/E Work Product submitted to County shall be determined by County within fourteen (14) days of such submittal and County shall notify A/E in writing within such time period if such A/E Work Product has been found to be incomplete.
3. If the submission is Complete, County's technical review process will then begin. If the submission is incomplete, County shall notify A/E, who shall perform such professional services as are required to complete the work and resubmit it to County within seven (7) days. This process shall be repeated until a submission is complete.
4. Within seven (7) days of determining that a particular A/E Work Product is Complete, County shall review the completed work for compliance with the Scope of Work and determine whether or not to accept such A/E Work Product. If necessary, the completed work shall be returned to A/E, who shall perform any required work and resubmit it to County. Required work shall be limited to work necessary to conform to deliverables set forth at that stage of the Scope of Services as set forth in **Exhibit "A"**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the County's reasonable opinion substantial compliance with the requirements of this Agreement has been achieved.

5. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the County. "Approval" in this sense shall mean formal recognition that the work has been fully carried out in accordance with the terms of this Agreement and the generally accepted standard of care.

Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to the A/E Work Product as may be required to correct negligent errors or omissions so the A/E Work Product meets the requirements of County, but after the approval of the A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to the A/E Work Products which are found to be in negligent error or omission as a result of the A/E's development of the A/E Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by A/E to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. If the A/E is required to make revisions to the A/E Work Product, the A/E shall be entitled to receive, under a negotiated written contract modification as required by Section III above, Additional Services compensation, as an Additional Service for changes to A/E Work Product that result from (1) scope changes directed by the County that materially impact costs, (2) market fluctuation in the price of construction goods and services that could not have been reasonably anticipated by A/E, (3) revisions to the A/E Work Product directed by the County that resulted in an increase in the construction budget, or (4) matters beyond the reasonable control of A/E, including but not limited to Construction Cost.

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

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. County and A/E hereby agree this Supplemental Agreement No. 2 supplants and replaces, in whole, the Supplemental Agreement previously executed in February of 2018 and said Supplemental Agreement shall not have any further force or effect following the complete execution hereof. Except as otherwise set out herein, 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.

(Signature Page Follow This Page)

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

A/E:

COUNTY:

Populous, Inc.

Williamson County, Texas

By: John P. Fuxer

By: _____

Signature

Dan A. Gattis, County Judge

Printed Name: JOHN P. FUXER

Date: _____, 20__

Title: PRINCIPAL

Date: OCTOBER 23, 2018

Exhibit "A"

Scope of Additional Services

THE FOLLOWING SCOPE OF ADDITIONAL SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF ADDITIONAL SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF ADDITIONAL SERVICES AND WILL BE CONTROLLING.

A. Understanding of Additional Services

The Additional Services shall consist of the construction of a horse stall barn with an estimated construction cost of \$3,300,000, restroom/concessions building with an estimated construction cost of \$866,250 on the east side of the existing Expo Arena site and rerouting of the existing water main. Revised scope shall be based on A/E's Schematic Design issued on 8/2/18, which is incorporated herein by reference.

1. The Horse Barn shall include approximately 200 stalls, fans, lights, PA system, restrooms, wash area and covered on four sides. See Schematic Design issued on 8/2/18 for additional information.
2. East Concession and Restrooms shall be one building including plumbing, fixtures, mechanical, electrical, and structural. This building also requires the extension of the concrete concourse as noted on the Construction Documents issued on September 16, 2015, which are incorporated herein by reference.
3. The existing 8" water line located underneath the existing Covered Penning/ Warm Up building shall be abandoned and rerouted around the facility.
4. Provide civil engineering services to accommodate expand footprint, parking, ADA and additional utilities.

B. Tasks:

1. The Horse Barn shall be designed in accordance with the terms noted in the Agreement, as amended by this Supplemental Agreement No. 2. See A/E's Schematic Design issued on 8/2/18 for additional information.
2. The East Concession and Restrooms shall per Construction Documents issued on September 16, 2015. A new set of construction documents will need to be developed and combined with the Horse Barn facility documents for bidding.
3. A new 8" water main shall be designed in accordance with Williamson County Water Department requirements. The existing water main shall be abandoned outside the footprint of the existing Covered Penning/ Warm Up building.
4. A/E shall make all attempts to match all existing material and finishes.

C. Deliverables:

Design Documents for the Horse Barn and Construction Documents for the East Concession and Restrooms in accordance with the Agreement, as amended by this Supplemental Agreement No. 2. The drawings will be issued as one set of documents with no alternates.

Exhibit “A”

Scope of Additional Services

D. Additional Services Considerations:

The Additional Services will include consideration of the following:

- Strategic location and construction of a stall barn that is sufficient in size and scope to accommodate / consider the following:
 - Capacity for 200 stalls
 - Electrical capacity to support the needs of 200 stalls
 - Designated space for selling stalls and shavings.
 - Designated, secured space to store shavings
 - Additional wash racks (if deemed necessary)
 - Additional restrooms (if deemed necessary)
 - Flexibility in design and programming to block out wind and rain completely.
- Construction of previously designed Restrooms/Concessions building on the east side of the complex
- Site work and consideration for additional roads, parking, and related infrastructure.

It should also be noted that future expansion capability of this facility is important to include in the design.

E. Scope of Additional Services:

In consideration of the compensation provided in this Supplemental Agreement No. 2, A/E shall perform the following Scope of Additional Services, based on standard architectural and engineering practices:

The following is the minimum Scope of Additional Services for the Williamson County Expo Pavilion and Concessions/Restroom Additions. It is intended that the Scope of Additional Service cover from programming through construction administration. Any omissions in scope should be noted to the County. Provide CAD files for County as needed.

1. Programming

- a. A/E firm/team shall meet with County staff and other entities/groups involved in the Williamson County Expo Pavilion and Concessions/Restroom Additions to determine needs (including spatial and development) of building program(s) for projected needs.
- b. Site evaluations to determine the best possible use of the Master Plan.
- c. Prepare preliminary estimate of Furnishings, Fixtures & Equipment (FF&E).
- d. Provide up to one (1) separate presentation to County Project Management
- e. Coordinate with local government bodies, cities, and local utilities in relation to the Williamson County Expo Pavilion and Concessions/Restroom Additions.

2. Schematic Design Phase

- a. Based on mutually agreed-upon program, prepare Schematic Design Documents for review and approval.
- b. The A/E firm/team shall provide preliminary estimate of construction cost that aligns the County's budget.

Exhibit “A”

Scope of Additional Services

3. Design Development Phase

- a. Based on approved Schematic Design documents, A/E firm/team shall prepare Design Development Documents to fix and describe the size and character of the Williamson County Expo Pavilion and Concessions/Restroom Additions, including civil, architectural, structural, mechanical, electrical, and any specialty systems and materials that are necessary.
- b. Compliance with all applicable state, federal and local regulations regarding historic structures; archeological or paleontological items of significance; preparation of any status reports required, and any other design service needed to complete the Williamson County Expo Pavilion and Concessions/Restroom Additions.
- c. Conformance with the Americans with Disabilities Act and Texas Accessibility Standards.
- d. Provide Design Development submittal for review and approval, provide two (2) full size plan sets and one (1) electronic set. Submittal shall include, as a minimum, any necessary revisions to the master plan, floor plans, elevations, stall barn, furniture and equipment plans. Provide up to one (1) separate presentation to Williamson County Project Management Team to
 1. discuss the Williamson County Expo Pavilion and Concessions/Restroom Additions timelines and schedule for deliverables;
 2. discuss possible design criteria based upon mutually agreed upon programming; and
 3. additional meeting(s) if needed.

4. Construction Document Phase

- a. Provide construction document drawings and specifications including the furniture related FF&E items (including fixed and movable furniture and equipment). Specifications shall include a requirement for the vendor to supply operations and maintenance manuals and on-site training for all mechanical, electrical and HVAC systems.
- b. Prepare 60% drawings for the planned improvements identified in the “Description of Project.”
- c. Meet with County staff to review estimate and drawings. A/E and its consultants shall submit drawings for preliminary review by the County staff for constructible and code review.
- d. Prepare 90% & final drawings (two (2) full size plan sets and one (1) electronic plan set with specifications) and meet with County staff to review.
- e. Provide up to one (1) separate presentation to Williamson County Project Management Team. Presentations shall include, but not be limited to, furniture and finish colors and materials, and recommendations for stall systems and configurations.
- f. Present plans to Commissioners Court as necessary and appropriate and answer any relevant questions as necessary
- g. Obtain any necessary approvals from review and permitting authorities, to include local planning & building departments and architectural barriers review (TDLR).

5. Bidding and Contract Phase

- a. Prepare bid documents and assist the County in advertising for bids.
- b. Oversee Pre-Bid Meeting & prepare addendums (as needed).
- c. Review bids and provide written recommendation(s) to staff.
- d. Oversee Pre-Construction Meeting.
- e. Prepare addenda, review prior approval requests.

Exhibit "A"
Scope of Additional Services

- f. Make recommendations on Bids/Proposals received.
- g. Re-design/re-bid of facility if low bid or proposal exceeds Williamson County's construction budget pursuant to Article XXIX of the Agreement.
- h. Assist, at County's request, with drafting and preparing construction contract documents.

6. Construction Administration Phase

- a. Attend pre-construction conference and up to Eight (8) site visits with weekly or biweekly Video Conference or Conference Call for OAC meeting.
- b. Shop drawing and submittal review.
- c. Provide site observations and/or reviews and develop punch list report as required by Williamson County.
- d. Answer Contractor RFI's to resolve field/design issues within five (5) working days.
- e. Prepare supplemental instructions and sketches.
- f. Review contractor Applications for Payment and recommend for approval.
- g. Provide A/E progress reviews (with reports) before cover up (concrete, walls and ceilings).
- h. Provide substantial and final completion reviews (to include Americans with Disabilities (ADA) review and prepare punch lists.
- i. Review, approve, and provide a final report of reviews.
- j. A/E firm/team will provide review, estimates, and support on Proposed Change Orders from contractor.
- k. Submit record drawings updated to show all changes to the work issued by A/E during the course of construction and compile the "as-built" documents in the format received from the Contractor and deliver three (3) full size plan sets, one (1) CAD file set and one (1) PDF set.

Commissioners Court - Regular Session

18.

Meeting Date: 10/30/2018

Purchase of Office Condominium

Submitted For: Larry Madsen

Submitted By: Julia Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute a Real Estate contract with Chinogringo Properties regarding the acquisition by the County of Condominium Unit 100, in the Hutto 321 Office Condominium Project located at 321 Ed Schmidt Blvd., Hutto, Texas.

Background

This is a purchase of 4,200 sq. ft. office condo adjacent to previously purchased condo space by the County from the City of Hutto. Appraised value of the finished Hutto Condo came out at \$226 per sq. ft. and the County is purchasing this office space at \$200 per sq. ft from the owners. Article VIII Feasibility Period, (60 day feasibility study) of the contract was added by Sheets & Crossfield attorneys so that a third party roof inspection could be made and the County could terminate if problems with roof were found.

Fiscal Impact

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

Attachments

Real Estate Contract

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Julia Cooper
Final Approval Date: 10/24/2018

Reviewed By

Wendy Coco

Date

10/24/2018 11:36 AM
Started On: 10/24/2018 10:56 AM

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by and between CHINOGRINGO PROPERTIES, LLC (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

1.01. By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the Condominium Unit, Improvements and Accessories described as follows and collectively referred to as the "Property":

(1) **CONDOMINIUM UNIT:** Unit 100, in the Hutto 321 Office Condo condominium project, located at 321 Ed Schmidt Boulevard, Hutto, Williamson County, Texas 78634, described in the Condominium Declaration and Plat and any amendments thereto of record in said County; together with such Unit's undivided interest in the Common Elements designated by the Declaration, including those areas reserved as Limited Common Elements appurtenant to the Unit and such other rights to use the Common Elements which have been specifically assigned to the Unit in any other manner.

(2) **IMPROVEMENTS:** All fixtures and improvements attached to the above described real property including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described Condominium Unit.

(3) **ACCESSORIES:** The following described related accessories, if any: window air conditioning units, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories.

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, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

1.02. Purchaser has received the Declaration, Bylaws and Rules of the Condominium Association.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of EIGHT HUNDRED FORTY THOUSAND and 00/100 Dollars (\$840,000.00).

Payment of Purchase Price

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. 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 knowledge:

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

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

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company, Round Rock office, on or before December 31 2018, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the County of Williamson a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property 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.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement 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".

- (3) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

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

**ARTICLE VII
BREACH BY PURCHASER**

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

ARTICLE VIII FEASIBILITY PERIOD

Purchaser shall have a sixty (60) day feasibility period after the Effective Date to conduct due diligence matters. If for any reason, Purchaser opts to terminate this contract during said feasibility period, Seller and Purchaser shall have no further obligations under this contract and Seller consents to the return of the Escrow Deposit. Seller shall permit Purchaser to occupy the Property during the feasibility period to exercise due diligence matters with reasonable advance notice to Seller.

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together

constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

Chinogringo Properties, LLC

By: 

Name: DANIEL HEIL

Title: PRINCIPAL/MANAGING MEMBER

Date: 10/23/18

Address: 321 Ed Schmidt Blvd.
Suite 100
Hutto, Texas 78634

PURCHASER:

County of Williamson

By: _____
Dan A. Gattis, County Judge

Date: _____

Address: 710 S. Main Street
Georgetown, Texas
78626

Commissioners Court - Regular Session

19.

Meeting Date: 10/30/2018

Public Hearing

Submitted By: Tammy Fennell, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 a.m. Conduct public hearing relating to a request from various departments to increase the budgeted salary amount for position noted in the attached list and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment. These increases will be funded using excess salary funds in the current approved budget.

1. The reason for the payment in excess of the budgeted amount is to provide for an increased hiring salary for well qualified applicants.
2. The excess amount is \$21,686.47 which will be paid through the normal bi-weekly payroll. The public purpose served by providing the increased salaries is the ability to reduce service delivery issues due to excess training required for less experienced employees.

Background

See attached documentation for details.

Fiscal Impact

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

Attachments

[Position Budget details](#)

Form Review

Inbox

Human Resources (Originator)
 County Judge Exec Asst.
 Form Started By: Tammy Fennell
 Final Approval Date: 10/25/2018

Reviewed By

Tammy Fennell
 Wendy Coco

Date

10/25/2018 10:47 AM
 10/25/2018 10:52 AM
 Started On: 10/25/2018 10:36 AM

Department	PCN	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Sheriff's Office	1400	\$75,896.79	\$85,472.10		\$9,575.31	Reallocation of position funds from PCN 1270 to accommodate tenure for internal promotion	11/2/2018
Sheriff's Office	1270	\$74,661.49	\$65,086.18	\$9,575.31		Reduction of position funds to PCN 1400	11/2/2018
Corrections	0598	\$43,673.93	\$55,785.09		\$12,111.16	Reallocation of position funds from PCN 0582 to accommodate tenure for internal promotion	11/2/2018
Corrections	0582	\$77,387.48	\$65,276.32	\$12,111.16		Reduction of position funds to PCN 0598	11/2/2018

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session

20.

Meeting Date: 10/30/2018

Position Budget Salary Increase

Submitted By: Tammy Fennell, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a request to increase the budgeted salary amount for various departments and positions noted in the attached list. These increases will be funded using excess salary funds in the current approved budget.

Background

See attached documentation for details.

Fiscal Impact

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

Attachments

[Position Budget details](#)

Form Review

Inbox

Human Resources (Originator)
County Judge Exec Asst.
Form Started By: Tammy Fennell
Final Approval Date: 10/25/2018

Reviewed By

Tammy Fennell
Wendy Coco

Date

10/25/2018 10:47 AM
10/25/2018 10:52 AM
Started On: 10/25/2018 10:42 AM

Department	PCN	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Sheriff's Office	1400	\$75,896.79	\$85,472.10		\$9,575.31	Reallocation of position funds from PCN 1270 to accommodate tenure for internal promotion	11/2/2018
Sheriff's Office	1270	\$74,661.49	\$65,086.18	\$9,575.31		Reduction of position funds to PCN 1400	11/2/2018
Corrections	0598	\$43,673.93	\$55,785.09		\$12,111.16	Reallocation of position funds from PCN 0582 to accommodate tenure for internal promotion	11/2/2018
Corrections	0582	\$77,387.48	\$65,276.32	\$12,111.16		Reduction of position funds to PCN 0598	11/2/2018

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session

21.

Meeting Date: 10/30/2018

Disaster Declaration Extension

Submitted For: Jarred Thomas

Submitted By: Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the continuance of the Williamson County Disaster Declaration issued by the County Judge on October 23, 2018, until current flood related disaster conditions are resolved.

Background

Pursuant to 418.108(b) of the Texas Government Code, this state of disaster shall continue for a period of not more than seven days of the date hereof, unless the same is continued or renewed by consent of the Commissioner's Court of Williamson County, Texas.

Williamson County Judge declared a local disaster on October 23, 2018 and was approved by Governor Greg Abbott on October 24, 2018, in reponse to the on-going flooding and flood related issues. Williamson County has been engaged in disaster water distribution in support of and coordiantion with the City of Austin for the residents that reside within Williamson County.

Fiscal Impact

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

Attachments

Disaster Declatation

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jarred Thomas

Final Approval Date: 10/25/2018

Reviewed By

Wendy Coco

Date

10/25/2018 10:23 AM

Started On: 10/25/2018 09:30 AM



DAN A. GATTIS
County Judge
WILLIAMSON COUNTY, TEXAS

October 22, 2018

The Honorable Greg Abbott
Governor of Texas
c/o Nim Kidd, Chief
TDEM
P.O. Box 4087
Austin, TX 78773-0001

Dear Governor Abbott:

Williamson County is facing significant threats to life, health and property due to on-going flooding in Williamson County and Central Texas, along with the potable water outage within the City of Austin and unincorporated areas served by the City of Austin within Williamson County. This water outage is estimated to extend beyond five to seven days and could be exacerbated by additional rainfall and flooding in Williamson County and along the Upper Colorado River Basin.

The impact of this incident is that an estimated 80,000 residents, 27 public school facilities, and an unknown number of businesses are being affected by this water emergency. Additionally, Williamson County has sustained damage to county road infrastructure and debris accumulation resulting from flooding.

I have determined that this incident is of such severity and magnitude that an effective response is beyond the capability of the local jurisdiction to control. Pursuant to §433.001 of the Texas Government Code, I am formally requesting assistance from the State of Texas under the existing State Disaster Declaration signed on October 19th, 2018, which included Williamson County. Assistance being requested is support in the acquisition and distribution of potable water to affected residents and independent school districts.

Furthermore, I am requesting that successive proclamations be issued and remain in effect until the threat of loss of life, injury, or damage to property is contained.

Sincerely,

Dan A. Gattis
Williamson County Judge

State of Texas

County of Williamson

DECLARING A LOCAL STATE OF DISASTER

WHEREAS, the County of Williamson on the 22nd day of October, 2018 issued a proclamation declaring a state of disaster for Williamson County resulting from continued severe weather, flash flooding, and potable water outages that occurred on or about October 15th, 2018.

WHEREAS, the Williamson County Judge has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property;

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS:


That a state of disaster is declared for Williamson County Texas, pursuant to §418.108(a) of the Texas Government Code.

1. Pursuant to §418.108(b) of the Texas Government Code, this state of disaster shall continue for a period of not more than seven days of the date hereof, unless the same is continued or renewed by consent of the Commissioners Court of Williamson County, Texas.
2. Pursuant to §418.108(c) of the Texas Government Code, this declaration of a state of disaster shall be given prompt and general publicity and shall be filed promptly with the Williamson County Clerk and the Texas Division of Emergency Management.
3. Pursuant to §418.108(d) of the Texas Government Code, this declaration of a state of disaster activates the Williamson County emergency operations plan.

ORDERED this the 22nd day of **October, 2018**.



The Honorable Dan A. Gattis
County Judge
Williamson County, Texas

Attest: 

The Honorable Nancy E. Rister
County Clerk
Williamson County, Texas

Commissioners Court - Regular Session

22.

Meeting Date: 10/30/2018

401

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 an office location for Commisisoners Court (Department 401) staff.

Background

We placed this item on the agenda for the court to provide direction for future building/office space usage.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 10/24/2018

Reviewed By

Wendy Coco

Date

10/24/2018 11:37 AM

Started On: 10/24/2018 11:30 AM

Commissioners Court - Regular Session

23.

Meeting Date: 10/30/2018

budget order

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 budget order for FY18/19.

Background

Fiscal Impact

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

Attachments

[budgetordervehicles](#)

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 10/09/2018

Reviewed By

Wendy Coco

Date

10/09/2018 04:09 PM

Started On: 10/09/2018 02:50 PM

**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, the maximum allowable salary for each position, and the job titles are 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.

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 10 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 positions listed:

Emergency Communications – Maximum of 16 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 receive 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

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid for ongoing maintenance of certifications by the Texas Board of Legal Specialization. Funding amount is \$5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund. The following department/office is authorized to receive supplemental pay for the maximum number of positions listed:

District Attorney – Maximum of 5 positions

6. On – call Pay – Specific positions within the Sheriffs' Office and Corrections are 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. Funding amount is \$200 per week to be paid by the Sheriff Office's State and Local Forfeiture Funds. The following positions are authorized to receive on – call pay for the maximum number of positions and amounts listed:

Detectives – Maximum of 2 positions
Sergeant Detective – Maximum of 1 position
Crime Scene/ Special Evidence Tech – Maximum of 1 position
SWAT – Maximum of 8 positions
Transportation Deputies (Corrections) – Maximum of 2 positions
Victim's Assistance – Maximum of 1 position

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

- A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.
- B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. Non-exempt compensation

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. Exempt compensation

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate.

PROCEDURE

1. When a catastrophic event occurs, the Department Director and/or Elected Official will provide a list to Payroll of staff who will be designated to work during the event. If known, the duration of the event and projected hours for the identified employees, will be provided to Payroll with the list.
2. All employees and/or team leads will promptly and accurately record actual work hours using Crisis Track along with an ICS 214. All non-exempt employees must also record hours worked in Kronos.
3. Directors and/or Elected Officials or their designee, will notify Payroll in advance if (a) an employee is no longer designated to work an ongoing event, or (b) the employee will be working more hours or a longer duration than first reported, and provide an updated report.
4. Directors and/or Elected Officials or their designee will promptly notify Payroll when the catastrophic event ends.

V. 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 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.

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 a county 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.

VI. 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>.
 - Personal charges on the procurement card are strictly prohibited.
 - Cardholder and department head/elected official are responsible for verification of available budget funds before the purchase is made.
 - Purchases must adhere to all competitive procurement requirements and may not be split or segmented to avoid such requirements or credit limits.

- **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.
 - The County Auditor's Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by County Auditor's Office.
 - **Level 1:** Written documentation for file from cardholder and department head/elected official; may include cardholder retraining and/or reduction of credit limits.
 - **Level 2:** Written documentation for file from cardholder and department head/elected official; cardholder account suspended for 90 days.
 - **Level 3:** Account closed permanently; may include termination of employment based on severity of violation.
 - Repeated infractions may result in level escalation and management reserves the right to consider theft, fraud or intentional policy violations as a **Level 3** infraction.
4. 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
5. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

<http://www.wilco.org/CountyDepartments/Purchasing>

VII. 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 to the following Thursday approximately 12-20 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 County 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 12-20 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.
- p) 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.

VIII. 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, 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 Hazmat Special Operations Captain, when on call.
- h) The Assistant County Engineer for ~~Maintenance~~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 by the court, will not be expanded and shall show significant decreases in each budget year until phased out.

Sheriff's Office

S. Zion
D. Garrett

Constable Office Pct. 2

S. Holt

Road and Bridge
J. Jansen

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office

H. Vargas
W. Steffen
R. Gauvin
J. Sapien
J. Helm
J. Guinn

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. The Auditor's Office 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.

IX. 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 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 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. 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.

V. Expenditures over the allowed stipend will not be reimbursed.

VI. An approved cell phone stipend will not follow an employee if the employee changes positions.

VII. Each department head or elected official is responsible for verifying and monitoring that 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.

VIII. 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

- 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

24.

Meeting Date: 10/30/2018

Taylor Water/Wastewater CDBG Amendment

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on amending the 2018 Community Development Block Grant Annual Action Plan by transferring \$117,000 from the Bluebonnet Trails Community Services Project to the City of Taylor Water/Wastewater Project .

Background

Decrease: Decrease funding to the Bluebonnet Trails Community Services Project in the amount of \$117,000. Funding was to provide water, sewer and electrical utilities to the LifePark Center. Project was to support the construction of a 45,000 square foot community wellness center. Project was located on the west side of the intersection of Mallard Road and NW Carlos Parker Loop in Taylor TX.

The County received notice from Bluebonnet Trails Community Services that they would like to withdraw their application and return funding.

Decrease funding by \$117,000.

Increase: The City of Taylor has requested that an additional \$117,000 be reallocated to the FY18 Water/Wastewater and Street Reconstruction Project. The project was awarded FY17 funding in the amount of \$82,203 and FY18 funding in the amount of \$290,000. If amendment is approved, the total awarded to the project would be \$489,203.

The project consists of construction on West 3rd Street from Vance to Howard in Taylor, TX. 6732 square yards of recycled pavement (12" deep with cement), 6120 square yards of 2.5" HMA, 1355 linear feet of curb and gutter replacement, 340 linear feet of 8" wastewater main, 1750 linear feet of wastewater service lines with clean-outs at right of way, 2500 linear feet of 8" C900 water main, 1050 linear feet of water service lines 6 water valves and fittings, 3 wastewater manholes, 2840 linear feet of trench protection, 7 fire hydrants and associated appurtenances.

Increase funding by \$117,000.

Fiscal Impact

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

Attachments

Taylor 2018 Map

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Sally Bardwell
Final Approval Date: 10/25/2018

Reviewed By

Wendy Coco

Date

10/25/2018 10:30 AM
Started On: 10/25/2018 10:16 AM

Commissioners Court - Regular Session

25.

Meeting Date: 10/30/2018

Amendment to Aramark Food Service Contract for County Sheriff

Submitted For: Robert Chody

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding Amendment No. 1 to contract between Aramark Correctional Services, LLC and Williamson County to authorize slight price increase and provide jail inmate food service pursuant to Tex. Loc. Gov't Code 262.024(a)(8) and 351.001.

Background

Original contract was approved on August 1, 2016. The amendment includes the following:

- * 5 cent per meal increase from .91 to .96 cents per meal
- * All equipment maintenance costs, including preventative maintenance costs, shall be borne the Vendor
- * Vendor agrees to provide meal service to inmates and County Officers at the reduced price since corrections staff cannot leave the facility for meals.

Fiscal Impact

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

Attachments

- [Aramark Contract Amendment](#)
- [Aramark original contract 8-1-16](#)

Form Review

Inbox

County Judge Exec Asst.
 Form Started By: Starla Hall
 Final Approval Date: 10/23/2018

Reviewed By

Wendy Coco

Date

10/23/2018 09:01 AM
 Started On: 10/22/2018 02:05 PM

Amendment No. 1
Jail Inmate Food Service Contract for the Williamson County Jail Facility

THIS AMENDMENT NO. 1 (the "Amendment"), is entered into this _____ day of _____, 2018 by and between the **County of Williamson, Texas** ("County"), and **Aramark Correctional Services, LLC**, ("Aramark") a Delaware limited liability company, having its principal place of business located at the Aramark Tower, 1101 Market Street, Philadelphia, PA 19107 ("Aramark").

WHEREAS, on August 1, 2016, the parties entered into an Operating Agreement for the management of the food service operation at the Williamson County Jail, (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend said Agreement as hereinafter set forth, effective as of _____, 2018.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Pricing:** The Parties agree that Paragraph 9 shall be deleted in its entirety and replaced with the following:

County agrees to pay Vendor on a unit cost of per meal per inmate and County Correction Officer ("County Officer") fed as follows:

1. Per Person, Per **Regular Meal** (breakfast, lunch and dinner), Per Day – Meals Prepared in Jail Kitchen: \$0.96; and
2. 2. Per Person, Per Dietary Snack – Snacks Prepared in Jail Kitchen: \$0.50.

2. **Maintenance:** The Parties agree that Paragraph 29 shall be amended and deleted in its entirety with the following:

All equipment maintenance costs, including preventative maintenance costs, shall be borne the Vendor.

3. **Meal Service:** The Parties agree that paragraph 25 shall be amended and deleted in its entirety with the following:

Vendor agrees to provide meal service to inmates and County Officers at the agreed upon price as stated in Paragraph 9.

4. **Effect of Amendment:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

**County of Williams
State of Texas**

By: _____



Mark R. Adams
Vice President, Finance

By: _____

JAIL INMATE FOOD SERVICE CONTRACT FOR THE WILLIAMSON COUNTY JAIL FACILITY

This Jail Inmate Food Service Contract for the Williamson County Jail (the "Contract") is between the vendor identified and set forth on the signature page below, hereinafter referred to as "Vendor" and Williamson County, Texas (the "County").

1. Vendor agrees to furnish all labor, equipment supplies and foodstuffs, except as provided herein, and to provide full food service for inmates of the Williamson County Jail (the "Jail").
2. Vendor agrees to serve tasty, appetizing, wholesome quality food and to use a minimum twenty-one (21) day non-repetitive meal plan, including special menus for holidays and for medical reasons. All menus must be reviewed and approved by a bona fide registered dietician, to meet or exceed the dietary standards for adult inmates as required by all applicable statutes.
3. Vendor agrees to serve foodstuff at the proper temperatures for safe food service. Vendor further agrees to maintain foodstuff at the proper temperatures from the time the foodstuff is prepared until the actual time that the foodstuff is delivered to the inmate units.
4. Vendor agrees to provide meals to the inmates three (3) times per day, seven (7) days per week. Breakfast shall be served at 5:30 am, lunch shall be served at 11:30 am and dinner shall be served at 5:30 pm. Sack lunches will frequently be requested. The County reserves the right to change meal times at County's discretion. Vendor further agrees that the respective serving times represent the actual time of delivery to the inmates for consumption.
5. Except as otherwise set out herein, food for the Jail inmates shall be prepared in the Jail kitchen facility. During the term of the Contract, County intends to construct improvements to the Jail facility and such improvements will be made to the Jail kitchen during the construction. The Vendor must provide a provision for the preparation of meals outside the Jail kitchen facility during the construction on a temporary basis while the Jail kitchen facility is undergoing extensive renovations. The provision and preparation of meals outside of the Jail kitchen during construction may be provided by either mobile transport of meals to the Jail facilities or through the use of a temporary meal preparation facility provided by the Vendor. Any temporary kitchen may be located on the County's property within one city block of the Jail. Water and Wastewater hook ups will be provided during the operation of the temporary meal preparation facility.
6. During construction on the Jail kitchen facilities and while Vendor prepares meals outside of the Jail kitchen, the Vendor must comply with all terms and conditions of this Contract in the same manner that is required when utilizing the Jail kitchen. Furthermore, the temporary preparation of meals outside of the Jail kitchen must include provisions for cleaning and sanitation as required by the Williamson County Health Department and in the same manner as is required for preparation of meals inside the Jail kitchen.
7. During construction on the Jail kitchen, meals must be delivered from the temporary facility or mobile transport to a secure area in the Jail, as directed by County Jail personnel. Inmate trustee labor will be available once the meals are delivered by the vendor to the interior secure area of the Jail. Inmate trustee labor will not be made available outside of the secured area of the Jail during the construction of the Jail kitchen.
8. Vendor shall provide the temporary meal preparation facility or by mobile transport for the duration of the Jail kitchen construction. The County currently estimates the Jail kitchen construction will take approximately 90-120 business days.

9. County agrees to pay Vendor on a unit cost of per meal per inmate fed as follows:
 - A. During Jail Kitchen Construction (temporary meal/snack preparation facility or by mobile transport):**
 1. Per Person, Per **Regular Meal** (breakfast, lunch and dinner) – During Jail Kitchen Construction (temporary meal preparation facility or by mobile transport): **\$1.725**; and
 2. Per Person, Per **Dietary Snack** – During Jail Kitchen Construction (snacks prepared in temporary meal preparation facility or by mobile transport): **\$0.50**.
 - B. During Use of Jail Kitchen:**
 1. Per Person, Per **Regular Meal** (breakfast, lunch and dinner), Per Day – Meals Prepared in Jail Kitchen: **\$0.91**; and
 2. Per Person, Per **Dietary Snack** – Snacks Prepared in Jail Kitchen: **\$0.50**.
10. Vendor agrees to serve meals on insulated plastic trays and to distribute the meals to the individual inmates.
11. Vendor agrees to provide an on-site Food Service Manager who is trained, experienced, and knowledgeable of food services in detention facilities. The manager assigned will be subject to review by the Williamson County Sheriff or his agent.
12. Vendor agrees that all books and records of Vendor pertaining to meal preparation and delivery subject to this Contract shall be available for a period of thirty-six (36) months after the close of the County's fiscal year to which they pertain, for inspection and audit by representatives of the Texas Department of Human Resources, the U.S. Department of Agriculture and/or the U.S. General Accounting Office, at any reasonable time and place.
13. Vendor agrees to provide on-site employees, who are well trained, honest, reliable, and in uniform of a style and color to distinguish them from inmate workers, to successfully perform the requirements of providing food to the inmates.
14. Vendor agrees that all employees must have a valid food handler's certificate from the Health Department and that all costs associated with obtaining such certificate shall be borne by Vendor.
15. Vendor agrees that all employees shall be subject to background checks. Vendor agrees that background checks for each applicant for employment shall be performed prior to the extension of a job offer. The Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to any and all employees of Vendor.
16. Vendor agrees to provide ongoing in-service training to cover such areas as safety, sanitation and food handling to all employees and to any inmate workers provided.
17. Vendor agrees to properly and safely use and operate all electrical, gas and plumbing fixtures, equipment or appliances supplied by County or by Vendor.
18. Vendor agrees to maintain the entire food service and delivery areas, all silverware, utensils and equipment needed to prepare and serve meals in a clean and sanitary condition in compliance with all Federal, State and Local standards.

19. Vendor agrees to collect and dispose of all rubbish, garbage, litter or other waste in accordance with established policies of the Health Department.
20. Vendor agrees to submit a comprehensive, weekly invoice to the Williamson County Sheriff or his agent showing the number of meals actually served to inmates for the preceding week. This invoice shall be detailed so as to show how many inmates were provided food at each mealtime. This invoice is to be submitted each Monday of the month.
21. Indemnification:

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED AT THE JAIL OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT. VENDOR 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, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT OR THE SERVICES DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR 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.

22. Vendor agrees to provide County with proof of Workers Compensation and Employer's Liability insurance of at least \$100,000.00 per each accident; Comprehensive General (public) Liability Insurance (which shall include premises, operation, independent contractors, personal injury, products, bodily injury) in the amount of \$1,500,000.00 per occurrence, property damages insurance in the amount of \$1,500,000.00 per occurrence.
23. Vendor agrees that Williamson County shall be named as an additional insured party on the General Liability Insurance, be provided with a waived subrogation, and be provided with certificates of insurance evidencing the above insurance. Any insurance provided by Vendor (Additional Insured or Otherwise) shall only cover losses for which Vendor is legally liable;

such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County. Both Vendor and County waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver does not apply to bodily injury or death claims. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.

24. Vendor agrees to provide to County a Surety Bond guaranteeing performance of all conditions of this contract in the amount of fifty thousand dollars (\$50,000.00), said bond to be forfeited in the event that Vendor fails to satisfactorily perform this Contract.
25. Vendor agrees to provide meal service to inmates at the agreed upon price, and acknowledges that due to conditions beyond control by the County, County facilities may not be available for Vendor's use at some point in time in the future.
26. Vendor agrees that the services to be provided, under this Contract, are vital to County and must be continued without interruption and that upon expiration of this Contract another vendor may be selected. Vendor agrees to furnish "phase-in" training and exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor.
27. Vendor agrees that this Contract is not assignable without the express written consent of the Commissioner's Court of Williamson County. This Contract shall be binding upon and inure to the benefit of parties hereto and their respective successors and permitted assigns.
28. County agrees to assist vendor in obtaining use of U.S. Department of Agriculture commodities in providing food service to inmates of the Williamson County Jail, however vendor shall assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules and regulations of the U.S. Department of Agriculture and the Texas Department of Human Resources and that all commodities received by Vendor shall be used only in accordance with the aforementioned rules and regulations, and for the benefit of County, and only in performance of this Contract. It is further agreed that Vendor shall be responsible for the proper disposition and removal of excess or stale dated commodities that have been obtained through the USDA surplus commodity program.
29. Except during construction on the Jail kitchen, County agrees to make available for vendors use the kitchen facilities, utensils, and equipment located in the County Jail at no cost for the performance of this Contract. County states, and Vendor understands, that this is only an accommodation to Vendor and that County makes no warranties, expressed or implied as to their availability, and Vendor acknowledges that vendor must have a contingency plan to provide food to the inmates in the event that County facilities are not available for his/her use. All equipment maintenance costs, including preventative maintenance costs, shall be borne by the County. Vendor shall pay County a maintenance fee in the amount of Two Thousand US Dollars (\$2,000.00) per month within 30 days after the end of each month, unless otherwise agreed by the parties. The County's maintenance department shall be notified of all necessary equipment maintenance, and vendor shall provide to the County Maintenance Supervisor, a schedule for preventative maintenance on all kitchen equipment owned by the County, and used by the Vendor.
30. County agrees to pay all utility costs for preparation of foodstuff, but under no circumstance will County reimburse Vendor for any utility costs if Vendor uses any other facilities for preparation of food other than a temporary food preparation facility that is located adjacent to the Jail during construction on the Jail kitchen.
31. County agrees to provide pest control for all areas within the Jail, including those areas utilized by Vendor in performance of this Contract, and to maintain adequate security of all

food service areas during food service operations, and to provide clean uniforms for all inmate workers and to provide paper and plastic eating supplies as required.

32. County agrees to provide inmate trustees to assist in the food service to the greatest extent possible, but Vendor acknowledges that at times there may not be any inmate, trustees furnished. When inmate trustees are provided to assist in the food service, the trustees must be supervised by a County Licensed Correction Officer ONLY. As set out herein above and in addition to the foregoing, inmate trustee labor will be available once the meals are delivered by the Vendor to the interior secure area of the Jail during construction on the Jail kitchen and inmate trustee labor will not be made available outside of the secured area of the Jail during the construction of the Jail kitchen.
33. Subject to the termination rights set out herein, this Contract between County and Vendor shall be in force from August 1, 2016 until July 31, 2019 (the "Initial Term").
34. At the end of the Initial Term, the Commissioners Court of Williamson County reserves the right to extend this Contract for up to two (2) additional twelve (12) month extension terms, by mutual agreement of both parties, as it deems to be in the best interest of the County. The terms and conditions for any extension term shall remain the same with a price adjustment at renewal time for no more than the consumer price index, the Consumer Price Index, All Urban Consumers (CPI-I), U.S. City Average, Food Away From Home Index, unadjusted, 12-months, as published by the US Department of Labor for that year. Such adjustments shall be calculated using the index for the month of December preceding the beginning of the new 12-month extension and shall be effective as to the new 12-month extension term provided same is approved in advance by the Commissioners Court of Williamson County. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months.
35. Each party to this Contract reserves the right to terminate this Contract upon sixty (60) calendar day's written notice for its convenience, and for any termination County shall pay Vendor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract prior to such termination. In the event County pays for the cost of supplies or materials obtained for use under this Contract up to the effective date of termination, said supplies or materials shall become the property of Williamson County and shall be delivered to the Jail.
36. County and Vendor both agree that the Williamson County Commissioners Court shall be the sole and final authority on issues relating to this Contract. Should any matter not be resolved to the Vendor's satisfaction, Vendor shall have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court shall be final and conclusive, and shall be binding on all parties concerned.
37. Vendor understands that to the extent that County provides equipment for preparation of food for inmates, such equipment, if used, shall be used for food preparation for County inmates only.
38. The financial arrangements in this Contract are based on conditions existing as of the effective date of the Contract including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Vendor's control, including, but not limited to, a change in the scope of Vendor's services; menu changes; a decrease in the Facility's inmate population; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside Vendor's control, then Vendor shall give County written notice of such increase or change, and within thirty (30)

calendar days after such notice, Vendor and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Vendor's price per meal, modifications to the menu, or modifications to Vendor's scope of services.

39. Miscellaneous:

- a. 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 of this Contract. 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.
- b. If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Contract 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 Contract 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 Contract and be deemed to be validated and enforceable.
- c. Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Contract is governed by the laws of the United States, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- d. The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- e. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

County: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
508 S. Rock Street
Georgetown, Texas 78626

Vendor: Aramark Correctional Services, LLC
Attn: Vice President, Finance
1101 Market Street
Philadelphia, PA 19107

- f. Each party to this Contract shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Vendor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- g. Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.
- h. Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- i. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, 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.
- j. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Contract 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.
- k. Vendor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that County shall have access during normal working hours to all necessary Vendor 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 Vendor reasonable advance notice of intended audits.
- l. The obligations of the Parties under this Contract do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

- m. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Vendor of the discrepancy. Following County's notification of any discrepancy as to an invoice, Vendor must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.
- n. The parties to this Contract each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Contract and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Contract and to bind such party to its terms. Each person executing this Contract on behalf of a party warrants that he or she is duly authorized to enter into this Contract on behalf of such party and to bind it to the terms hereof.
- o. As a duly authorized representative of Vendor, I acknowledge by my signature below that I have read and understand the above paragraphs and that Vendor has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- p. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.


SIGNED to be effective the 1st DAY OF August, 2016.

Williamson County, Texas (County):



JUDGE DAN GATTIS
WILLIAMSON COUNTY JUDGE

Aramark Correctional Services, LLC (Vendor):

By: 

Printed Name: Mark R. Adams
Title: Vice President, Finance

Commissioners Court - Regular Session

26.

Meeting Date: 10/30/2018

Mowing for SO Firing Range

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 Heart of Texas Landscape & Irrigation and Williamson County for Landscaping Services for the Sheriff's Office Firing Range in Hutto.

Background

The funding source is 01.0100.0560.4511 and was approved in the FY19 budget. Proposal based on 39 trips from October 1, 2018 to September 30, 2019; each trip will include services in primary areas as applicable per attached. Annual price is \$6,192.23 payable in ten (10) monthly payments of \$619.22 (no monthly service in December & January).

Fiscal Impact

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

Attachments

[Attachment 1](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Jayme Jasso
Final Approval Date: 10/24/2018

Reviewed By

Randy Barker
Wendy Coco

Date

10/24/2018 11:33 AM
10/24/2018 11:34 AM
Started On: 10/24/2018 09:17 AM

Proposal Date:
10/4/2018



www.hotlandscape.com

Williamson County Sheriff's Firearms Range
3901 CR 130
Hutto Texas

PROPOSAL

This proposal is based on 39 trips from October 1, 2018 to September 30, 2019 on the following schedule:

January		May	4	September	5
February	2	June	5	October	4
March	5	July	4	November	2
April	4	August	4	December	

Each trip will include these services in the primary areas as applicable to your property: (1) Pick up litter on areas to be mowed; (2) Mow primary lawn areas (3) Edge all walks, curbs, and drives; (4) Trim fringe left by mowers around building, posts, trees, and other raised objects. May be chemically treated where not unsightly; and (5) Sweep or otherwise clean up debris caused by our work, including any detrimental or unsightly overlay of cut grass on lawn areas.

Periodic maintenance during the annual contract term will include the services and frequencies indicated:

Fertilize primary lawn area. Spring & Fall (2X) with materials formulated for best turf development

Mow grass areas designated by client, 39 times.

Shear shrubs and ground cover as needed.

Weed and edge beds

Addendum Attachment "A" attached.

Mulch

Annuals

Irrigation Check

Annual Price: \$6,192.23

Payable Monthly: (10 Months) \$619.22

Thanks again for your consideration. Please feel free to call if you need further information or desire a revision in this proposal. If you wish to institute the program as proposed, please carefully read the terms and indicate your acceptance by your signature.

DATE _____

DATE 10/24/18 _____

OWNER/REPRESENTATIVE _____


HEART OF TEXAS LANDSCAPE & IRRIGATION



www.hotlandscape.com

ATTACHMENT "A"

Other services included in contract:

We practice Integrated Pest Management.

Other than pre-emergent herbicides, we only treat the pest as the pest becomes prevalent

- 1) Post emergent herbicides as needed in turf, beds, or curb and gutter-pre cannot be used in beds.
- 2) Disease or insects (other than web worms in tall trees) on turf, shrubs or trees.
- 3) Shrubs and trees are fertilized in the spring.
- 4) Mistletoe removal or treatment is not included.
- 5) Sucker removal & crape myrtle pods that can be reached from the ground are part of shrub trimmings. Suckers as needed. Crape myrtle pods in mid to late February.
- 6) Turf is fertilized mid April with a slow release sulfur coated urea fertilizer with iron, sulfur & zinc trace elements. A winterize is applied in early October. (Based on seasonal temperatures)
- 7) If there would be a scale problem, then dormant oil will be applied.
- 8) Fall leaf removal when majority of trees have dropped. Oak leaf removal in late February-early March when the majority of trees have dropped.
- 9) Fire ant baits & powder will be charged out per container.
- 10) Mistletoe or webworm treatment will be billed separately.
- 11) All other services will be performed based on an approved estimate.

Your signature below indicates that you have read the information and have understood the scope of services to be provided by Heart of Texas:

DATE

10/24/18

DATE

OWNER/REPRESENTATIVE



HEART OF TEXAS LANDSCAPE & IRRIGATION
CO, INC.



www.hotlandscape.com

CONTRACT

(To include Proposal and Attachment "A", page 3 of 3 of contract)

1) The proposal constitutes a part of this contract by and between the HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC herein after referred to as the "Contractor," and the "Client" Williamson County Sheriff's Firearms Range whose address is 3901 CR 130 Hutto, Texas 78634."

2) The services specified in this contract will be completed in a workmanlike manner as near to the scheduled day as possible. However, the Contractor shall not be responsible or liable for, nor shall this contract be voided by interruptions and delays caused by Acts of God, bad weather, strikes, lockouts, or any other event beyond the control of the Contractor. This does not relieve the Contractor of resuming the services as soon as conditions permit, nor does it relieve the Client of prompt payment of the regular monthly installments as billed.

3) The Contractor hereby agrees to provide workers compensation insurance, unemployment compensation and any other insurance required by law, as well as general liability and property damage coverage. The Contractor hereby also hereby agrees to collect and pay promptly all employees withholding and FICA taxes and hold the Client harmless in this matter when all due payments due to the Contractor have been made. The Contractor hereby agrees to use all products utilized providing the services called for in this contract in accordance with labeled instructions. The Contractor does not in any way warrant the fitness of the goods supplied under this contract and expressly disclaims all express or implied warranties of merchantability or fitness of any good or service supplied under this contract

4)The Client agrees to pay the Contractor at its address in Bell County, Texas such amount as is due and owing under the terms of this contract **within (NET 30) days** of the billing date. A payment not postmarked by the due date will be considered late and a payment not received before the next billing date will incur service and finance charges at the rate of 1.5% per month (18% annually), or at the maximum rate allowed by law. Notwithstanding the foregoing, the Client also agrees that should any payment not be made before the next billing date the Contractor may at his option declare this contract terminated without further notice, cease all services and immediately invoice for work actually done. Failure to exercise said option at any given time does not void this contract nor does it prevent the Contractor from doing so at a later date.

5) This contract shall continue on an annual basis and will renew unless canceled on 30 day written notice along with payment for work actually done. This contract is susceptible to an annual increase.

6) If the Client wishes to cancel this contract within the initial 12 months, they may do so by submitting a 30 day written cancellation letter and paying for remaining service visits on the contract. This can be calculated by dividing the annual service fee (tax included) by the annual service visit count stated on the contract.

7) Both "per trip" and "equal installment" billings will be dated the 1st day of each month of the contract period and are due and payable by or before the 1st of the month. The amount of "per trip" billing is determined by division of the annual cost by the number of trips annually. This monthly charge is determined by the number of trips made during the month of billing. The amount of "equal installments" billing is determined by division of the annual cost by twelve.

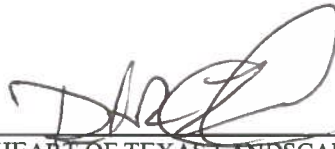


www.hotlandscape.com

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Right to Audit: CONTRACTOR agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of CONTRACTOR which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR agrees that licensee shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give CONTRACTOR reasonable advance notice of intended audits.

ACCEPTED on this day:

OWNER/REPRESENTATIVE



HEART OF TEXAS LANDSCAPE & IRRIGATION
CO, INC.



www.hotlandscape.com

P.O. Box 1236
Belton, Texas 76513-1236

www.hotlandscape.com

Fax: 254-939-2629
Phone: 254-939-6795

MONTHLY SERVICE BREAKDOWN

Service	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	Total
Mow	0	2	5	4	4	5	4	4	5	4	2	0	39
Weedat	0	2	5	4	4	5	4	4	5	4	2	0	39
Edging	0	2	5	4	4	5	4	4	5	4	2	0	39
Blowing	0	2	5	4	4	5	4	4	5	4	2	0	39
Shrub Trimming	AS NEEDED												0
Tree Trimming													0
Leaf Pickup													0
Mulch													0
Fertilizer													0
Pre-emergent													0
Annuals													0
Herbicide	AS NEEDED												0
Insecticide	AS NEEDED												0
Irrigation Check													0
Aerification													0
Rye Overseed													0
Perennial Cutbacks													0

Commissioners Court - Regular Session

27.

Meeting Date: 10/30/2018

Treasury Office Card Reader Installation Service Agreement

Submitted For: Randy Barker

Submitted By: Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service agreement between Stanley Convergent Security Solutions, Inc. and Williamson County in the not-to-exceed amount of \$5,187.43 and authorizing the execution of the agreement.

Background

Installation of a card reader in the Treasury Office will provide controlled access. The department point of contact is Tom Stanfield. This expenditure will be charged to 0100.1000.004510. Funding was approved in the FY2019 budget.

Fiscal Impact

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

Attachments

Agreement

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Melissa Gurka
Final Approval Date: 10/24/2018

Reviewed By

Randy Barker
Wendy Coco

Date

10/24/2018 02:44 PM
10/24/2018 04:30 PM
Started On: 10/11/2018 09:43 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
ACCESS CARD READER
EQUIPMENT INSTALLATION
(WILCO TREASURY)**

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 (including any related Stanley Security Customer Installation Agreement), dated September 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 \$5,187.43.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory

- b. Employer's Liability
- | | |
|---------------------------|------------------------|
| Bodily Injury by Accident | \$500,000 Ea. Accident |
| Bodily Injury by Disease | \$500,000 Ea. Employee |
| Bodily Injury by Disease | \$500,000 Policy Limit |
- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. As described in the attached Statement of Work (including any related Stanley Security Customer Installation Agreement), dated September 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:

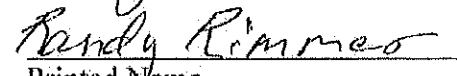
SERVICE PROVIDER:

Authorized Signature



Authorized Signature

Printed Name



Printed Name

Date: _____, 2018

Date: 10-5, 2018

Exhibit(s)
Statement of Work/Customer Installation Agreement

Headend Panel - Rm. 105

- 1 Intelligent Duel reader Controller
- 1 Two board enclosure
- 1 3amp power supply with Back up Batt.

Cardreader Door - County Treasurer Rm. #105

- 1 Multi-Class Card Reader (Mullion Mount)
- 1 Electric door strike
- * Cable and wire mold as required

Provided by Customer

- 1. AC Power at Panel Location
- 2. Network drop at Panel
- 3. Static IP address

Theory of Operation

Investment Type: Direct Sale

Pricing and Deposit Terms

Payment Terms: All invoices are due thirty (30) days after date of the invoice. No retainage is permitted.

Transaction Information: Add/Upgrade

Warranty Duration: 12 MONTHS

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Total Installation Price*:	\$5,187.43
Up-front Deposit*:	\$0.00
Progress Payments*:	
Balance Due Upon Completion*:	\$5,187.43

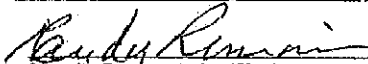
Prices do not include taxes

ACCEPTANCE OF PROPOSAL

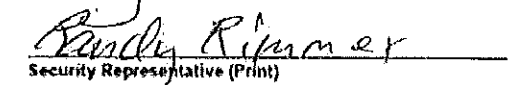
The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. The terms and conditions as set forth herein and on the attached page shall supersede any conflicting terms, or any additional terms furnished by SCSS. Purchase Orders may be issued for billing purposes only and any terms, conditions or changes included in such Purchase Orders shall have no force or effect. SCSS is authorized to do the work as specified. Payment will be made as outlined above.

STANLEY Convergent Security Solutions, Inc.

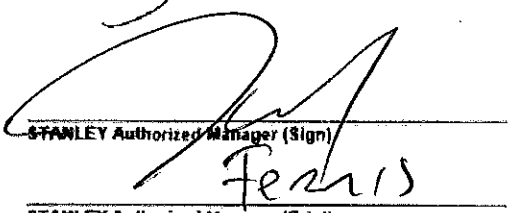
Customer: Williamson County


Security Representative (Sign)

Customer (Sign)


Security Representative (Print)

Customer (Print)


STANLEY Authorized Manager (Sign)

Title

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Licensed in Florida as of 1/31/2018. AK 1001330; 104651; 10, 388, 1371, 1722, 1472. Commission may be directed to: Analogic Electronic Security, Dept. of License, 7666 Vaughn Rd., Montgomery, AL 36116 (204) 264-9188. 48223 AL 00020876. AR 029770517. CNPV 2001911. Registered by Analogic as of Private Investigators and Private Security Agencies, 81 State Police Plaza Dr. Little Rock, AR 72209. 501-578-9900. GA 982619 - 010; LCC05911; AD 26254. Iowa License: Licenses are issued and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Des Moines, IA 50314. 515-281-2142. IL 02-14627-1-1. DE 08-152. PA 0307. RI 08000773. GA 939701. LA 00 211. D 2154. SC 12228. AK 4. 12-20-1274. NY 138. IL 0046181. LA 01182; FR 75; 4-277; 41531. WA 12737A. MD 730. MD 259. MI 5-00006, 18,01381. WI 88179001139. VA 18227-90; 18224-72. WY 891. MSL 300130. AD 23471. SP-PA17. 1999-CA. Agent Registration License No. 1191. Issued at Olive, St. 134, Raleigh, NC 27609. 919-789-1225. New Jersey: NJ 10744835. 649413. Burger Alarm Business LLC. 9-148000022005. NY 274554. NY 6600; F40; 2971034. NY 1400291169. Licensed by NY's Dept. of State. CA 43-49-132. OR 953. OR 161667. PA 012735. RI 96446. TN 0106; 1448; 1483. 1446; 15E 0-44329. TX 6092829. 5207-025; 000146; 015704268-8301. VA 2701. 087215A. 11-549. WA 01966. WY 004280. AZ 00422. 007. 0010-1029.

Commissioners Court - Regular Session

28.

Meeting Date: 10/30/2018

BryComm Service Contract

Submitted For: Randy Barker

Submitted By: Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the service agreement between BryComm, LLC and Williamson County for cabling services at the Georgetown Annex in the not-to-exceed amount of \$16,940.00 pursuant to DIR contract #DIR-TSO-3698, and authorizing the execution of the agreement.

Background

Brycomm will install strand fiber connections between the Williamson County fiber service loop at Wilco Way and the new Annex. This includes splicing, terminations and testing. This does not include clearing or repairing existing conduit if found to be impassable, nor does it include repairing or replacing a faulty device or cabling in the existing system. The department point of contact is Dale Butler. This expenditure will be charged to P325 Georgetown Annex which was approved as a capital request for FY2019.

Fiscal Impact

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

Attachments

Service Contract

Quote

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Melissa Gurka
Final Approval Date: 10/25/2018

Reviewed By

Randy Barker
Wendy Coco

Date

10/25/2018 10:43 AM
10/25/2018 10:51 AM
Started On: 10/23/2018 10:30 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
INSTALLATION OF
CABLING SERVICE & RELATED PRODUCTS
(Georgetown Annex)
DIR-TSO-3698**

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 **BRYCOMM, LLC, (hereinafter “Service Provider”)**, 15302 Marsha St., Austin, TX 78728. 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/Quote, dated September 28, 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 \$16,940.00.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory

- b. Employer's Liability
 - Bodily Injury by Accident \$500,000 Ea. Accident
 - Bodily Injury by Disease \$500,000 Ea. Employee
 - Bodily Injury by Disease \$500,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$ 500,000	\$ 500,000
Aggregate policy limits:	\$1,000,000	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. As described in the attached Statement of Work/Quote, dated September 28, 2018, which is incorporated herein as if copied in full; and**
- B. Any required insurance certificates evidencing required coverages.**

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

MIKE BAKER, CFO

Printed Name

Date: OCT. 18, 2018



BRYCOMM

Voice | Data | Security | Fiber Optics | A/V | CATV

15302 Marsha St.

Austin, TX 78728

Phone: 512/712-4008

Fax: 512/712-4009

Date: September 28, 2018

Category: OSP Fiber

Memo to: Name: Bill Bingham

Agency: Williamson County

Name: Agency:

From: Name: Connor Vrba

Agency: BryComm

Name: Agency:

Location: Site: Georgetown Annex

Address: 3151 SE Inner Loop

DIR Contract No. DIR-TSO-3698

Name: Cabling Services & Related Products

Scope: 1) Includes proofing pathway from Child Advocacy Bldg. to existing manhole outside of the new Annex. 2) Includes placing new (2) 48 strand fibers from existing manhole to new Annex (in and out). 3) Includes placing new 24 strand fiber tie from Child Advocacy to New Annex. 4) Includes splicing, terminations and testing. Does not include clearing or repairing existing conduit if found to be impassable. Price does not include repair/replacement of any faulty device or cabling in the existing system. All work will be performed Monday through Friday, excluding holidays, during regular normal working hours.
Proposal good for 30 days.

DIR Contract Number: DIR-TSO-3698 BID# 984

Item #	Description	Quantity	Unit Price	Total
Labor	BryComm Installation	1	\$ 7,687.28	\$ 7,687.28
			\$ -	\$ -
Material	24 & 48 Strand Fiber, Fiber pigtails, LIU's, Splice Enclosure	1	\$ 9,252.72	\$ 9,252.72
			\$ -	\$ -

Sub-Total:	\$16,940.00
Shipping & Handling:	\$0.00
Applicable Tax Rate:	8.25%
Taxes:	\$0.00

Total: \$ 16,940.00

Commissioners Court - Regular Session

29.

Meeting Date: 10/30/2018

Purchase from Farrwest Environmental Supply

Submitted For: Randy Barker

Submitted By: Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase from Farrwest Environmental Supply in the amount of \$64,750.00 pursuant to HGAC contract #EP11-17.

Background

The Special Operations Division is replacing their current chemical detection unit with the new Hazmat Elite Command Package.

The department point of contact is Michael Wofford. This expenditure will be charged to 01.0100.0542.005003. Funding was approved in the FY2019 budget.

Fiscal Impact

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

Attachments

Quote

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Form Started By: Melissa Gurka
 Final Approval Date: 10/25/2018

Reviewed By

Randy Barker
 Wendy Coco

Date

10/25/2018 10:43 AM
 10/25/2018 10:51 AM
 Started On: 10/23/2018 02:40 PM

Commissioners Court - Regular Session

30.

Meeting Date: 10/30/2018

Jim Whitten Roof Inspection Service Agreement

Submitted For: Randy Barker

Submitted By: Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the service agreement between Jim Whitten Roof Consultants, LLC and Williamson County for roof inspection services at Commissioner Pct. 4 office for the firm fixed fee of \$2,700.00, and authorizing the execution of the agreement.

Background

Jim Whitten Roof Consultants will conduct an overall assessment of the condition of the metal roof and exterior facade of the Commissioner Precinct 4 office at 321 Ed Schmidt Blvd., Hutto, TX. The department point of contact is Dwayne Gossett. This expenditure will be charged to 01.0100.0509.004100. Funding was approved in the FY2019 budget.

Fiscal Impact

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

Attachments

Agreement

Proposal

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Melissa Gurka
Final Approval Date: 10/25/2018

Reviewed By

Randy Barker
Wendy Coco

Date

10/25/2018 10:43 AM
10/25/2018 10:51 AM
Started On: 10/25/2018 09:38 AM

AGREEMENT FOR ROOF CONSULTING SERVICES

THIS AGREEMENT FOR ROOF CONSULTING SERVICES ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **Jim Whitten Roof Consultants, LLC**, hereinafter "Consultant".

RECITALS

WHEREAS, the County desires that Consultant perform certain professional engineering/consulting services in connection with providing an overall assessment of the condition of the metal roof and exterior façade of a one-story retail/office building located at 321 Ed Schmidt Boulevard in Hutto, Texas, which was constructed in 2008 and contains a 4-unit complex consisting of approximately 9,200 square feet of space (hereinafter sometimes referred to as the "Project"); and

WHEREAS, the Consultant represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the Consultant, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I

SCOPE OF AGREEMENT

The Consultant agrees to perform professional engineering/consulting services in connection with the Project as stated herein, and for having rendered such services, the County agrees to pay to the Consultant compensation as stated in the sections to follow.

SECTION II

CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, Consultant shall perform professional engineering/consulting services for the Project, which are acceptable to the County, based on standard professional engineering/consulting practices and the scope of work described on the Exhibit(s) attached to this Agreement. Consultant shall also serve as County's professional consultant in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of Consultant's services.

B. Consultant shall not commence work until Consultant has been thoroughly briefed on the scope of the Project and has been notified to proceed.

C. County shall provide Consultant with all existing plans, reports, computations, and other data in its possession, if any, relative to existing facilities and to this particular Project at no cost to Consultant; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs Consultant.

D. Consultant shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

1. The Basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the Project, including any Public Hearings satisfactory to the County and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

2. The following documents shall be used in the development of the Project:

- a. National Environmental Policy Act (NEPA);
- b. Texas Accessibility Standards (TAS) of the Consulting Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions;
- c. Americans with Disabilities Act (ADA) Regulations;
- d. International Building Code, current edition as updated
- e. National Electrical Code, latest edition;
- f. Williamson County Design Criteria & Project Development Manual, latest edition; and
- g. All other local, state and federal documents, codes and regulations to which the Project must comply.

3. As part of the Scope of Services, Consultant shall submit its work products to County for review at regular intervals and as requested by County and as set forth herein.

4. The detailed Scope of Services for the Project is set forth herein as **Exhibit "A"** to this Agreement, and is expressly incorporated and made a part hereof.

SECTION III

ADDITIONAL SERVICES AND CHARGES

For the performance of the services not specifically described as Basic Services under Section II above (sometimes referred to herein as "Additional Services"), County shall pay and Consultant shall receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates agreed upon by Consultant and County in advance.

The Consultant shall not, however, be compensated for work made necessary by Consultant's negligent errors or omissions. In the event of any dispute over the classification of Consultant's services as Basic or Additional Services under this Agreement, the decision of the County shall be final and binding on Consultant.

It is expressly understood and agreed that Consultant shall not furnish any Additional Services without the prior written authorization of the County. The County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required.

SECTION IV

TIME FOR PERFORMANCE

Consultant agrees to commence with the Scope of Services within one week of receiving written authorization to proceed and the field investigations and the report within three (3) days following commencement. The above time limits may, for good cause, be extended, in writing, by the County as the Project proceeds.

SECTION V

REVISIONS TO CONSULTANT'S WORK PRODUCT

Consultant shall make, without expense to County, such revisions to the Consultant's Work Product as may be required to correct negligent errors or omissions so the Consultant's Work Product meets the needs of County, but after the approval of the Consultant's Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to Consultant shall entitle Consultant to additional compensation for such extra services and expenses; provided, however, Consultant hereby agrees to perform any necessary corrections to the Consultant's Work Products which are found to be in negligent error or omission as a result of the Consultant's development of the Consultant's Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by Consultant to revise any Work Product in order to make the Project constructible, Consultant shall do so without additional compensation. In the event of any dispute over the classification of Consultant's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of the County shall be final and binding on Consultant, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

SECTION VI

THE CONSULTANT'S COMPENSATION

For and in consideration of the Scope of Services rendered by the Consultant, the County shall pay to the Consultant a firm fixed fee of **\$2,700.00**, hereinafter called the "Basic Fee", plus any amount payable under Section III (Additional Services and Charges).

SECTION VII

PAYMENT AND RIGHT TO AUDIT

A. Payment. Payments to Consultant shall be made while the Scope of Services are in progress. Consultant shall prepare and submit one (1) original of a certified invoice to the County in a form acceptable to the Williamson County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and, for services billed based on an hourly rate, time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Services performed pursuant to this Agreement, a separate invoice or itemization of the Additional Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory services performed. Consultant has the responsibility to submit proof to County, adequate and sufficient in its determination, that services were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Consultant of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Consultant shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

B. Right to Audit. The Consultant agrees to maintain, for a period of seven years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the County Auditor for verification purposes. Consultant agrees that County or its duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant shall retain its records within the boundaries of Williamson County and further agrees that County shall have access during normal working hours to all necessary Consultant 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 Consultant reasonable advance notice of intended audits.

SECTION VIII

SUSPENSION AND TERMINATION

A. Suspension. County may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within thirty (30) calendar days of receipt by Consultant of written Notice of Reinstatement from County. In the event such suspension of the Project or the Consultant's services hereunder extends for a period of ninety (90) consecutive calendar days or more, Consultant may terminate this Agreement in writing.

B. Termination. County may terminate this Agreement at any time, for cause or for convenience, by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within ten (10) days after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

SECTION IX

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Consultant at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Consultant: Jim Whitten Roof Consultants, LLC,
Attn: Jim Whitten
P.O. Box 200925
Austin, Texas 78720

To the County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

Either party may designate a different address by giving the other party ten days written notice.

SECTION X

SUCCESSORS AND ASSIGNS

The County and the Consultant bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Neither the County, nor the Consultant shall assign or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XI

INSURANCE REQUIREMENTS

Consultant shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount and in accordance with Exhibit "B" - Insurance Requirements.

SECTION XII

PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express written permission of the County.

SECTION XIII

COMPLIANCE AND STANDARDS

The Consultant shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the roof consulting profession to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Consultant's performance. To the extent that Consultant performs any engineering or architectural services as a part of this Agreement, Consultant shall also be required to use that degree of care and skill commensurate with the engineering and/or architectural profession to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the engineering services rendered hereunder.

SECTION XIV

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The County shall be the absolute and unqualified owner of all of the Consultant's Work Product prepared pursuant to this Agreement by the Consultant and its subcontractors with the same force and effect as if the County prepared same. Copies of all completed or partially completed Work Product prepared pursuant to this Agreement by the Consultant shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Williamson County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

SECTION XV

INDEMNIFICATION

CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY CONSULTANT, CONSULTANT'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH CONSULTANT INCLUDING, WITHOUT LIMITATION, CONSULTANT'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL.

CONSULTANT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM CONSULTANT'S FAILURE TO PAY CONSULTANT'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY CONSULTANT.

CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONSULTANT IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT CONSULTANT'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND

CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM CONSULTANT IS NOT LEGALLY LIABLE, CONSULTANT'S OBLIGATIONS SHALL BE IN PROPORTION TO CONSULTANT'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN CONSULTANT IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. CONSULTANT SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT CONSULTANT, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE CONSULTANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

SECTION XVI

MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVII

AUTHORITY OF COUNTY JUDGE

The County Judge or his/her designee and/or agent as designated by the County (individually or collectively the "County") shall decide any and all questions on behalf of the County which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. The County's decision shall be final. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Judge in such shall be final and binding alike on both parties hereto. But nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

SECTION XVIII

MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

SECTION XIX

SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

SECTION XX

VENUE AND GOVERNING LAW

This Agreement shall be performable in Williamson County, Texas. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

SECTION XXI

EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

SECTION XXII

NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

SECTION XXIII

CONSTRUCTION

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

SECTION XXIV

RELATIONSHIP OF THE PARTIES

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. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

SECTION XXV

NO WAIVER OF IMMUNITIES

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 or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

SECTION XXVI

NO WAIVER

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

SECTION XXVII

EXHIBITS

The parties agree that the Agreement Exhibits shall incorporated herein by reference for all purposes.

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

- a. As between this Agreement and its Exhibits or any other documents which make up this Agreement, this Agreement shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the Agreement Exhibits, the Consultant shall diligently review all such documents and notify the County immediately upon discovery of the same for resolution by the County.
- c. Any documents not included or expressly contemplated in this Agreement do not, and shall not, form a part of this Agreement. The Agreement Exhibits are intended to be complimentary, and a requirement in one document shall be deemed a requirement in all documents.

SECTION XXVIII

EXECUTION

The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Williamson County, Texas, so authorizing. The Consultant's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that Consultant has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives. This Agreement shall be effective as of the date of the last party's execution of this Agreement.

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date Signed: _____, 20__

CONSULTANT:

JIM WHITTEN ROOF CONSULTANTS, LLC

By: 

Printed Name: ROBERT HERNANDEZ

Title: PRESIDENT

Date Signed: 23 OCT, 2018

EXHIBIT “A”

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

BACKGROUND INFORMATION

County is requesting that Consultant provide an overall assessment of the condition of the metal roof and exterior façade of a one-story retail/office building located at 321 Ed Schmidt Blvd. in Hutto, Texas. Reportedly constructed in 2008, the 4-unit complex consists of approximately 9,200 square feet of space according to City of Hutto public records. The building has a low sloped metal roof, and exterior wall construction consisting of steel frame with stucco or EIFS and a stone wainscoting at the base.

SCOPE OF SERVICES

Documents Review

Consultant requests the opportunity to review available building construction related documents, including original “as-built” or record drawings, submittals, roof and exterior envelope related warranties, and roof maintenance and repair records, if available. Consultant would like to perform its review of such documents prior to performing a site visit.

Site Investigation

Prior to Consultant’s site investigation, Consultant would like to perform a brief interview with the person or persons most knowledgeable with the roof and exterior envelope history, if available. Consultant would also like to perform an interior space reconnaissance to observe and document any reported water entry to complete our documentation. Following Consultant’s interviews, Consultant will perform a comprehensive on-site investigation to observe and document the existing condition of the roof and exterior envelope. Consultant will observe the roofing and exterior wall materials, windows, and building sealants to document their existing condition. Consultant will not perform destructive testing on any roofing or exterior wall components. Consultant will document potential sources of water infiltration, damage, deterioration, and overall general condition.

Reporting

Based on the results of Consultant's site investigations, Consultant will prepare a written report, summarizing Consultant's document review and on-site assessment. The report will include a list of observed deficiencies with a photograph of each deficiency, a brief description, and level of severity (low, medium or high). Consultant's report will include opinions and conclusions regarding the overall condition of the roof and exterior walls, and recommended options for repair or replacement as applicable, and estimated opinions of cost for each recommended option.

EXHIBIT "B"

INSURANCE REQUIREMENTS

Consultant must comply with the following insurance requirements at all times during this Agreement:

- 1. Coverage Limits.** Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect the following insurance:
 - a. Worker's Compensation in accordance with statutory requirements.
 - b. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1.0 Million per occurrence and \$2.0 Million in the aggregate.
 - c. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1.0 Million in the aggregate.
 - d. Professional Liability Errors and Omissions Insurance in the amount of \$1.0 Million per claim.
- 2. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.
- 3. Premiums and Deductible.** Consultant shall be responsible for payment of premiums for all of the insurance coverages required under this section. Consultant further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Consultant is responsible hereunder, Consultant shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000.00 in the Consultant's insurance must be declared and approved in writing by County in advance.
- 4. Commencement of Work.** Consultant shall not commence any field work under this Agreement until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Consultant shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Consultant hereunder.
- 5. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-

rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

6. **Certification of Coverage.** Consultant shall furnish County with a certification of coverage issued by the insurer. Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Consultant shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**
7. **No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Consultant, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.
8. **Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Consultant shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Consultant must retain the certificates of insurance for the duration of this Agreement, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

9. **Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:
 1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor
c/o: Pam Navarrette
710 Main Street, Suite 301
Georgetown, Texas 78626

With copy to: Williamson County Department of Infrastructure
Attn: Senior Director

3151 S.E. Inner Loop
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- 10. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

October 18, 2018

Mr. Dwayne Gossett
Facilities Maintenance
Williamson County
3101 SE Inner Loop Rd
Georgetown, TX 78626

via E-mail: DGossett@wilco.org

SUBJECT: Proposal for Independent Exterior Envelope Condition Assessment
321 Ed Schmidt Blvd., Hutto, Texas

Dear Mr. Gossett,

In accordance with your request and based on information and background provided, Jim Whitten Roof Consultants, LLC (JWRC) is pleased to present our proposal for providing independent exterior envelope consulting services at the subject property. The following sections present project information, our proposed scope of services, schedule and fee information, and instructions for authorization. Attachment A presents a copy of the JWRC Terms & Conditions.

BACKGROUND INFORMATION

We understand Williamson County is requesting that JWRC provide an overall assessment of the condition of the metal roof and exterior façade of a one-story retail/office building located at 321 Ed Schmidt Blvd. in Hutto, Texas. Reportedly constructed in 2008, the 4-unit complex consists of approximately 9,200 square feet of space according to City of Hutto public records. The building has a low sloped metal roof, and exterior wall construction consisting of steel frame with stucco or EIFS and a stone wainscoting at the base.

SCOPE OF SERVICES

Documents Review

We request the opportunity to review available building construction related documents, including original "as-built" or record drawings, submittals, roof and exterior envelope related warranties, and roof maintenance and repair records, if available. We would like to perform our review prior to performing a site visit.

Site Investigation

Prior to our site investigation, we would like to perform a brief interview with the person or persons most knowledgeable with the roof and exterior envelope history, if available. We would also like to perform an interior space reconnaissance to observe and document any reported water entry to complete our documentation. Following our interviews, we will perform a comprehensive on-site investigation to observe and document the existing condition of the roof and exterior envelope. We will observe the roofing and exterior wall materials, windows, and building sealants to document their existing condition. We will not perform destructive testing on any roofing or exterior wall components. We will document potential sources of water infiltration, damage, deterioration, and overall general condition.

ATTACHMENT A TERMS AND CONDITIONS

I. DEFINITION OF TERMS

- A. The Project – The completed installation defined by the Contract Documents including the design, all as described in the Consultant's Proposal.
- B. This Part of The Project – That portion of The Project for which the Consultant is to provide its professional roofing and/or waterproofing consulting services.
- C. Client – The entity named in the Consultant's Proposal.
- D. Consultant – Jim Whitten Roof Consultants, LLC
- E. Work – All work performed in connection with The Project other than services performed by the Consultant. Work is the portion of The Project that is the responsibility of the Contractor and its subcontractors.
- F. Services – Those professional roofing/waterproofing consulting services provided by the Consultant to the Client in connection with The Project. Such Services consist of both Basic Services and Additional Services as described in the Consultant's proposal. It is clearly understood the Consultant is providing professional services only and is not providing nor participating in the provision of any product(s).
- G. Agreement – The Consultant's Proposal, these Terms and Conditions, the Hourly Rate Schedule, and any other attachments will be referred collectively as the "Agreement" between the Client and the Consultant.
- H. Contract Documents – The drawings, specifications, addenda, and change orders that define The Project.
- I. Special Consultants – Consultants or firms in specialized fields outside of Consultant's area of expertise who are retained through the Consultant to provide various services. The use of Special Consultants is subject to the acceptance by the Consultant to provide the services of such Special Consultants, and to the Client's written approval.
- J. Hazardous Materials – Any substances, including but not limited to asbestos; toxic materials; toxic or hazardous waste; PCBs; pollutants including any solid, liquid, gaseous, thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, and waste; mold, mildew, or other microbial growth; combustible gases and materials; petroleum or radioactive materials (as each of these is defined in applicable federal statutes); or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
- K. Contractor – The person or entity responsible for performing the Work itself and/or through the use of subcontractors. If the Contractor contracted directly with the Client, Contractor may also be referred to as "General Contractor."

II. CONSULTANT'S RESPONSIBILITIES

- A. Standard of Care – Consultant will render Services under this Agreement in accordance with generally accepted professional practices using reasonable care and skill consistent with that ordinarily exercised by members of their profession under similar conditions of time and locale. Except as expressly provided for in this Paragraph II.A., Consultant makes no expressed or implied warranties as to its Services rendered under this Agreement, and any other expressed or implied warranties are expressly disclaimed and waived.
- B. Accounting Records – Consultant will maintain adequate accounting records pertaining to The Project and shall make them available to Client upon Client's request and at mutually convenient times.
- C. Excluded Services – Consultant will not obligate itself to provide any Services which, in the Consultant's professional opinion, are outside its area of expertise or are in violation of applicable codes or regulations.
- D. Insurance – For the period of design and construction of the Project until substantial completion, during which time the Consultant is providing Services to the Client, Consultant will secure and maintain in force policies of insurance in connection with Consultant's Services of The Project with limits of not less than those listed below:
1. Professional Liability (Negligent Errors and Omissions) – Limits of \$1,000,000 per claim and \$2,000,000 aggregate. The Consultant agrees to maintain this professional liability coverage for the period of design and construction of the Project, and for a period of one (1) year following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement "reasonably available" and "commercially affordable" shall mean that more than half the Consultants practicing the same professional discipline in the state where the project is located are able to obtain such coverage.
 2. Commercial Umbrella Liability - \$2,000,000 combined, single limit.
 3. Non-Owned Automobile Liability - \$1,000,000 combined, single limit.
 4. Worker's Compensation – as required by statutory amount.
- The indicated coverages shall be subject to all of the terms, exclusions and conditions of the policies.
If requested, Consultant will furnish Client a certificate evidencing that the required insurance is in effect.
Insurance carried by Special Consultants will be subject to the approval of both Consultant and Client.
- E. Job Site Visits – Consultant will visit the project site as described in the Consultant's proposal as Consultant determines is appropriate to the stage of construction for This Part of The Project to become generally familiar with the progress and quality of Work completed for This Part of The Project and to determine, in general, if the Work is consistent with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site visits to check the quality or quantity of the Work for This Part of The Project. Consultant will provide written reports of observed defects and deficiencies, if any, to the Client following each Job Site Visit.
- The Consultant shall not be responsible for any acts or omission of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.
- The Consultant shall have the authority to recommend to the Client rejection of any Work that is not, in the judgment of the Consultant, in conformance with the Contract Documents. Neither this authority nor the Consultant's good-faith judgment to

recommend rejection or not recommend rejection any Work shall subject the Consultant to any liability or cause of action to the Contractor, subcontractors or other suppliers or persons performing work on The Project.

F. Coordination with Special Consultants – Consultant will coordinate the Services provided by Special Consultants with the Consultant and with other Special Consultants.

III. **CLIENT'S RESPONSIBILITIES**

A. Access to Site – Client will furnish or obtain full and free access to all property as necessary for the performance of Consultant's Services under this Agreement.

B. Permits and Approvals – Client will furnish permits and approvals from all governmental authorities having jurisdiction over This Part of The Project and from others as may be necessary for completion of The Project.

C. Design Criteria – Client will timely furnish detailed information, design criteria, drawings, specifications, construction standards, and full information as to Client's requirements for The Project. Failure to provide the information or documentation when requested may result in the delay of the Project.

D. Reviews and Authorizations – Client shall receive and examine documents submitted by Consultant, interpret and define Client's policies and promptly render decisions and authorizations in writing to prevent unreasonable delay in the progress of Consultant's Services.

E. Client's Consultants – It is understood and agreed that the Client shall contract directly with other consultants to provide other services for The Project. The Client agrees that Consultant shall have no responsibility for any portion of The Project designed by other consultants engaged by the Client. The Consultant shall not be required to check or verify or consultants' contract documents or reports and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents or reports with applicable laws, codes, statutes, ordinances and regulations.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the Client.

F. Insurance – Client represents and warrants that all other design professionals will be required to have or obtain professional liability and general liability insurance in amounts that at least equal the minimum amounts required of the Consultant (see section II.D.).

IV. **PAYMENTS TO CONSULTANT**

A. Time of Payment – Payments to the Consultant shall be made within 30 days following receipt of Consultant's invoice. The invoice will be based upon the proportion of the Consultant's Services completed during the invoice period, or upon time and expenses incurred when fees are on a time and expenses basis. Client shall promptly forward Consultant's invoices to Third Party Responsible for Payment in the event Client will be making payment to Consultant after receiving payment from Third Party Responsible for Payment. Client shall then exert all reasonable and diligent effort to collect prompt payment from Third Party Responsible for Payment.

B. Late Payment – Client agrees to pay Consultant interest on all amounts past due at a rate of 1.5% per month, subject to maximum legal limits. Any amount paid in excess of maximum legal limits shall be automatically applied to reduce the principal owed by Client. In addition to amount due and interest, Client agrees to pay Consultant all reasonable collection and attorney's fees, court costs and other expenses including reasonable value of the Consultant's time and expenses spent in connection with such collection action, computed according to the Consultant's prevailing fee schedule and expense policies.

C. Reimbursable Expenses – Consultant will be reimbursed for expenses incurred by Consultant in addition to compensation for Services and will provide documentation of expenses at Client's request. Reimbursable Expenses are defined in the Consultant's proposal.

V. **DOCUMENTS**

A. Ownership – All documents, including Drawings, Specifications, computer files, electronic media, field data, calculations, notes, and other documents and instruments prepared or furnished by Consultant to Client pursuant to this Agreement are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including copyright thereto.

Whether or not the Project is completed, but subject to the provisions of this Article all such documents are instruments of professional service only and Consultant is not providing any product. Upon completion of the Services and payment if full of all monies due to Consultant, Client may retain, copies of all such documents as its property. Such documents are not intended or represented to be suitable for reuse on extensions of the Project or on any other project. Any reuse of such documents without written verification or adaptation by Consultant for the specific purpose intended (for which Client shall pay Consultant compensation at rates mutually agreed upon) will be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's independent professional associates or consultants, and Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and Special Consultants against all claims, damages, losses, and expenses (including reasonable attorneys' fees, defense costs, and court costs) arising from or allegedly arising from or in any way connect with the unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

B. Unauthorized Changes – The Consultant shall have no liability to the Client or others for changes made to the Consultant's documents or to the Project by the Client without the Consultant's prior written approval.

VI. **LIABILITY LIMITATION**

Consultant shall have no liability to Client or to others for acts or omissions of the Contractor or any other persons performing Work on The Project; or for construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions, in connection with the Work; or for Contractor's failure to carry out the Work in accordance with Drawings and Specifications prepared by Consultant; or for acceptance by the Client, its agents, subcontractors, or employees, of materials, equipment and/or workmanship over the objection of Consultant, its agents or employees if such materials, equipment or workmanship in question have been rejected in writing by Consultant, prior to the inclusion of same in The Project and Client shall fully notify Consultant in writing before Client, its agents, subcontractors, or employees accept anything without prior written approval of Consultant so that Consultant may timely object to such acceptance; or for any other reason beyond warranty of the use of reasonable

professional skills in execution of the assignments covered by this Agreement. Furthermore, Consultant shall not be responsible for the defects or omissions in the Project or Work resulting from any deviation from Consultant's Services; or of the Contractors or subcontractors, or any of the contractors' or subcontractors' employee's, or that of any other persons or entities responsible for performing any of the Work result as contained in the construction contract for This Part of The Project.

To the maximum extent permitted by law, the Client agrees to limit the Consultant's entire liability for Client's damages, failure to perform Consultant's Services according to the terms and conditions of this Agreement, or otherwise in connection with the Project to the fee paid to the Consultant, or \$50,000, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Consultant will not be responsible for accuracy, completeness, errors, or omissions contained in the services provided by Special Consultants. Such Special Consultants are provided for the Client's benefit only, and are only retained through the Consultant for the Client's convenience. Consultant may rely on the services provided by Special Consultants to be accurate, complete, and free of errors and omissions.

This Agreement is made for the benefit of Client and Consultant only. Accordingly, no third party shall have any claim against either Client or Consultant by virtue of this Agreement of the Services rendered hereunder.

VII. HAZARDOUS MATERIALS

It is understood and agreed that in seeking the professional services of the Consultant under this Agreement, the Client is requesting the Consultant to perform Roofing and/or Waterproofing Consulting Services for the Client's benefit. Both parties agree that the Consultant has not been retained or compensated to provide any services (including but not limited to design or construction review services in the abatement, replacement, detection, identification, or removal of hazardous materials) related to the presence of any hazardous materials.

The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold the Consultant, its officers, partners, employees, and Special Consultants harmless from and against all claims, suit actions, demands, liabilities, losses, damages and expenses, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement or disposal of any hazardous materials in the Project, in materials used in the construction or modification of the Project, and arising from the presence of pollutants that exist on, about, or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

VIII. TERMINATION

This Agreement may be terminated by either party for any reason by sending written notice to the other party. Such termination shall be effective seven (7) days after notice is received. Within seven (7) days of termination of the Agreement, Consultant will send a statement of account and final invoice to Client for Consultant's Services rendered. Client shall pay Consultant the amount set forth in the final invoice which will be equal to the sum of (i) Basic Compensation for Basic Services performed for any Phase or Phases and not yet paid; plus (ii) Additional Compensation not yet paid for Additional Services rendered; plus (iii) reimbursement for Reimbursable Expenses incurred by Consultant and not yet paid; plus (iv) Special Consultant Fees and Reimbursable Expenses not yet paid.

IX. MISCELLANEOUS PROVISIONS

A. Assignment of Rights – Neither Client nor Consultant shall assign, sublet, or transfer all or any portion of its interest in this Agreement without the prior written consent of the other. Subject to the preceding sentence, this Agreement shall inure to the benefit of and shall be binding upon the successors, assigns and legal representative of each party. Subcontracting to Special Consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

B. Entire Agreement – This Agreement represents the entire and integrated Agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

C. Betterment – If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's contract documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original contract documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

D. Dispute Resolution – In the event of a dispute arising out of or relating to this Agreement or the Services rendered hereunder, the Client and Consultant agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each part. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal non-binding mediation conducted in accordance with rules and procedure to be agreed upon by the parties.

If the steps indicated above cannot resolve any disputes, and arbitration or litigation is necessary, such action will be held in Austin, Travis County, Texas, without regard to its conflict of law provisions. The prevailing party to any dispute, including payment disputes, arising from this Agreement will be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, litigation or arbitration expenses, collection expenses, witness fees, court costs, attorneys' fees, and all other related expenses in such litigation.

In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Texas corporation, and not against any on the Consultant's individual employees, officers, or directors.

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the

date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the Consultant's services are completed or terminated.

E. Interpretation – Limitations on liability, waivers and indemnities this Agreement are business understandings between the parties and shall apply to all legal theories or recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Consultant's sole or gross negligence or the Consultant's willful misconduct. The parties also agree that the Client will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join the Consultant as a third-party defendant. "Parties" means the Client and the Consultant, and their officers, directors, partners, employees, subcontractors, and Special Consultants.

F. Force Majeure – Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, fires, riots, war, natural disasters, strikes, lockouts, accidents or any other events beyond the reasonable control of the other party, its employees or agents.

G. Severability – In the event any provision of this Agreement shall be held to be invalid or unenforceable, that provision shall be struck and the remaining provisions shall be valid and binding upon the parties.

H. Survival – Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties, including all limitations of liability, indemnifications, warranties, and representations, shall survive such completion or termination and remain in full force and effect until fulfilled.

I. Safety – Consultant has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retention of excavations and any erection methods or temporary bracing. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and any Special Consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

J. Cost Estimates – Any opinion of the construction cost prepared by Consultant represents its best judgment as a design professional familiar with roofing, exterior wall and/or waterproofing work and is supplied for the general guidance of Client. Since Consultant has no control over cost of labor and materials, over competitive bidding, or other market conditions, Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

K. Value Engineering – If the Client retains the services of a Value Engineer (VE) to review the Contract Documents prepared by the Consultant, it shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Consultant's Services. The Client shall promptly notify the Consultant of the identity of the VE and shall define the VE's scope of services and responsibilities for the Consultant. All recommendations of the VE shall be given to the Consultant for review, and adequate time shall be provided for the Consultant to respond to the recommendations.

If the Consultant objects to any recommendations made by the VE, it shall so state in writing to the Client, along with the reasons for objecting. If the Client requires the incorporation of changes in the Contract Documents to which the Consultant has objected, the Client agrees, to the fullest extent permitted by law, to waive all claims against the Consultant and to indemnify and hold harmless the Consultant from any and all damages, liabilities or costs, including reasonable attorney's fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Client.

In addition, the Consultant shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding, contract or other documents. The Consultant shall be compensated as Additional Service for all time spent to prepare for, review and respond to the recommendations of the VE. The Consultant's time for performance of its services shall be equitably adjusted.

L. Instructions to Contractor – Consultant's instructions to the Contractors shall be issued in writing through the Client unless otherwise mutually agreed.

M. Titles – The paragraph titles used in this Agreement are for general reference only and are not part of the Agreement.

N. Third-Party Beneficiaries – Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

O. Renegotiation – Lump sum and not-to-exceed Agreements will be subject to renegotiation at the Consultant's discretion if the duration of The Project is more than twenty-four (24) months.

P. Contingency -The Client and the Consultant agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the Contract Documents prepared by the Consultant and therefore, that the final construction cost of the Project may exceed the estimated construction cost. The Client agrees to set aside a reserve to be mutually agreed upon by Client and Consultant as a contingency to be used, as required, to pay for any such increased costs and changes. The Client further agrees to make no claim by way of direct or third-party action against the Consultant or its Special Consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

Q. Verification of Existing Conditions – Inasmuch as the remodeling and/or rehabilitation of the site requires that certain assumptions be made by the Consultant regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the facilities, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and Special Consultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole

negligence and willful misconduct by the Consultant. In addition, the Client agrees to bear all costs, losses and expenses, including the cost of the Consultant's Additional Services, arising from the discovery of concealed or unknown conditions in the existing site, or from any deficiencies or inaccuracies in any information or documentation furnished to the Consultant by the Client.

R. Defects in Service – The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

END OF ATTACHMENT A

Commissioners Court - Regular Session

31.

Meeting Date: 10/30/2018

Economic Development

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Discuss North Woods Road District.
- c) Project Amazon
- d) Wolf Lakes
- e) Project Capstone
- f) Project Dalton House
- g) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- h) Project Deliver

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/25/2018

Reviewed By

Wendy Coco

Date

10/25/2018 11:10 AM

Started On: 10/25/2018 11:05 AM

Commissioners Court - Regular Session

32.

Meeting Date: 10/30/2018

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
- v) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- w) Discuss the acquisition of right-of-way for Corridor C.
- x) Discuss the acquisition of right-of-way for Corridor F.
- y) Discuss the acquisition of right-of-way for Corridor D.
- z) Discuss the acquisition of right-of-way for Southeast Corridor.
- aa) Discuss the acquisition of right-of-way for Reagan extension.
- bb) Discuss possible sale of County-owned 7.38 acres in Breakaway Park Subdivision.

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
 - h) Discuss sale of excess 183A right of way to abutting property owner.
- 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.

F. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/25/2018

Reviewed By

Wendy Coco

Date

10/25/2018 11:06 AM

Started On: 10/25/2018 11:05 AM

Commissioners Court - Regular Session

42.

Meeting Date: 10/30/2018

1:30pm FY19 Capital Improvement Program

Submitted By: Sarah Crain, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

1:30 PM - Discuss, consider and take appropriate action to approve the projects and budgets for the 2013, 2014, 2015, 2017, 2018 and 2019 Capital Improvement Programs; the 2013 Park Bonds; and the 2015 Certificate of Obligation.

Background

In the FY 19 General Fund Budget \$12,550,412.23 was funded for the Capital Improvement Plan from a combination of cash ending and the levy. The court tentatively assigned on Sept 11, 2018 \$1,159,338 of this allocation. Remaining balances from FY 13, FY 14, FY 15, FY 17, FY 18 and FY 19 CIP projects total \$14,868,849.49. Attached are the financial reports that provide the details for the CIP program along with the 2013 Park Bond and 2015 Certificate of Obligation to facilitate the discussion for the workshop. Also, attached is the CIP Request List.

Fiscal Impact

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

Attachments

Financial Reports

CIP Summary

Form Review

Inbox

County Judge Exec Asst.
Budget Office (Originator)
Budget Office (Originator)
Form Started By: Sarah Crain
Final Approval Date: 10/25/2018

Reviewed By

Wendy Coco
Ashlie Koenig
Ashlie Koenig

Date

10/25/2018 10:51 AM
10/25/2018 11:04 AM
10/25/2018 11:08 AM
Started On: 10/19/2018 09:48 AM

Unallocated as of October 30, 2018

2013 CIP	\$	566.87
2014 CIP	\$	2,712.10
2015 CIP	\$	300,000.00
2017 CIP	\$	1,439,446.05
2018 CIP	\$	1,735,050.24
2019 CIP	\$	11,391,074.23
	\$	14,868,849.49

Summary Cash End Projects as of October 30, 2018

Project	Project Name	Revenue	Budget	Actual Cost	Commitment Amount	Total Cost	Available Balance	Notes
2013 CIP								
P468	NICE EQUIPMENT UPGRADE	\$ 48,643.60	\$ 62,716.65	\$ 48,643.60	\$ 14,073.05	\$ 62,716.65	\$ -	
P470	SO EXPLOSIVES/AMMUNITION E	\$ -	\$ 32,569.71	\$ -	\$ -	\$ -	\$ 32,569.71	
P503	2013 CIP NON DEPARTMENTAL	\$ -	\$ 566.87	\$ -	\$ -	\$ -	\$ 566.87	Unallocated
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
P470	SO EXPLOSIVES/AMMUNITION E	\$ -	\$ 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	\$ -	
P428	Andice Ambulance Station	\$ -	\$ 300,000.00	\$ -	\$ 300,000.00	\$ 300,000.00	\$ -	
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
P411	JAIL PLUMBING	\$ 1,937,238.00	\$ 3,457,160.20	\$ 1,937,238.00	\$ 229,403.21	\$ 2,166,641.21	\$ 1,290,518.99	
P452	CEDAR PARK ANNEX BLDG	\$ 894,553.54	\$ 1,769,174.18	\$ 894,553.54	\$ 7,274.04	\$ 901,827.58	\$ 867,346.60	Releasing \$872,776.60
P467	Cedar Park Ambulance Station	-	\$ 400,000.00	\$ -	\$ 400,000.00	\$ 400,000.00	\$ -	
P468	NICE EQUIPMENT UPGRADE	-	\$ 191,706.17	\$ -	\$ 191,706.17	\$ 191,706.17	\$ -	
P472	DAS Projects	-	\$ 23,694.00	\$ -	\$ 23,694.00	\$ 23,694.00	\$ -	
2018 CIP								
P324	North Campus Improvements	\$ 117,238.77	\$ 1,350,000.00	\$ 143,223.52	\$ 1,206,776.48	\$ 1,350,000.00	\$ -	
P435	Animal Shelter Expansion Ph I	\$ 238,502.50	\$ 500,000.00	\$ 241,770.71	\$ 258,229.29	\$ 500,000.00	\$ -	
P469	Justice Center Expansion	\$ -	\$ 650,000.00	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 630,000.00	
P470	SO EXPLOSIVES/AMMUNITION E	\$ -	\$ 103,454.75	\$ -	\$ -	\$ -	\$ 103,454.75	
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	
P472	DAS Projects	\$ 338,955.20	\$ 400,000.00	\$ 338,955.20	\$ 61,044.80	\$ 400,000.00	\$ -	
P473	Public Safety Vehicle/Body Cams	\$ 1,133,858.50	\$ 1,200,000.00	\$ 1,133,858.50	\$ 6,757.00	\$ 1,140,615.50	\$ 59,384.50	
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	
P475	Expo Concession & Restrooms	\$ -	\$ 787,500.00	\$ -	\$ 63,000.00	\$ 63,000.00	\$ 724,500.00	
P476	Jail Security	\$ -	\$ 400,000.00	\$ -	\$ -	\$ -	\$ 400,000.00	
P505	2018 CIP Non Departmental	\$ -	\$ 1,735,050.24	\$ -	\$ -	\$ -	\$ 1,735,050.24	Unallocated
2019 CIP								
P315	RIVER RANCH COUNTY PARK	\$ -	\$ 859,338.00	\$ -	\$ -	\$ -	\$ 859,338.00	
	Backup/Recovery Infra. Servers/Stora	\$ -	\$ 300,000.00	\$ -	\$ -	\$ -	\$ 300,000.00	
P507	2019 CIP Non Departmental	\$ -	\$ 11,391,074.23	\$ -	\$ -	\$ -	\$ 11,391,074.23	Unallocated
		<u>\$ 6,166,430.53</u>	<u>\$ 31,872,856.97</u>	<u>\$ 6,363,993.23</u>	<u>\$ 4,518,804.76</u>	<u>\$ 10,882,797.99</u>	<u>\$ 20,990,058.98</u>	

Summary 2013 Park Bond Projects as of October 30, 2018

Project	Project Name	Revenue	Budget	Actual Cost	Commitment Amount	Total Cost	Available Balance	Notes
P315	RIVER RANCH COUNTY PARK	\$ 11,289,452.00	\$ 11,289,452.00	\$ 1,345,984.50	\$ 410,829.75	\$ 1,756,814.25	\$ 9,532,637.75	
P320	SW REG PARK PAVILION	\$ 937,792.94	\$ 937,792.94	\$ 549,028.35	\$ 338,764.59	\$ 887,792.94	\$ 50,000.00	
P321	Champion Park Ph 2	\$ 373,393.23	\$ 373,393.23	\$ 365,039.53	\$ 8,353.70	\$ 373,393.23	\$ -	
P418	Wilco Expo Center	\$ 10,717,423.37	\$ 10,717,423.37	\$ 10,717,073.27	\$ -	\$ 10,717,073.27	\$ 350.10	
P419	Brushy Creek Trail PH V*	\$ 3,178,261.24	\$ 3,178,261.24	\$ 1,382,190.59	\$ 2,503,474.10	\$ 3,885,664.69	\$ (707,403.45)	* Additional \$826,408 in Federal Funds available.
P444	Park Land Acquisition	\$ 3,589,350.00	\$ 3,589,350.00	\$ 734.40	\$ -	\$ 734.40	\$ 3,588,615.60	
P445	Comprehensive Park Master Plan	\$ 100,000.00	\$ 100,000.00	\$ 98,887.06	\$ 102.94	\$ 98,990.00	\$ 1,010.00	
P447	Hike & Bike Trail Pct. 2	\$ 976,480.00	\$ 976,480.00	\$ -	\$ -	\$ -	\$ 976,480.00	
P448	Hike & Bike Trail Pct. 3	\$ 2,926,480.00	\$ 2,926,480.00	\$ 198.00	\$ -	\$ 198.00	\$ 2,926,282.00	
P454	Bagdad Trail	\$ 400,000.00	\$ 400,000.00	\$ 5,696.03	\$ 388,935.97	\$ 394,632.00	\$ 5,368.00	
P464	Expo RV Park Site	\$ 1,596,923.54	\$ 1,596,923.54	\$ 562,843.53	\$ 612,415.47	\$ 1,175,259.00	\$ 421,664.54	
P465	Interpretive Center	\$ 750,000.00	\$ 750,000.00	\$ 63,085.06	\$ -	\$ 63,085.06	\$ 686,914.94	
P474	Expo Horse Stall Barn	\$ 2,504,508.66	\$ 2,504,508.66	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 2,484,508.66	
P500	2013 PARK NON-DEPARTMENTA	\$ 763,040.75	\$ 763,040.75	\$ 618,737.15	\$ -	\$ 618,737.15	\$ 144,303.60	Unallocated
		<u>\$ 40,103,105.73</u>	<u>\$ 40,103,105.73</u>	<u>\$ 15,709,497.47</u>	<u>\$ 4,282,876.52</u>	<u>\$ 19,992,373.99</u>	<u>\$ 20,110,731.74</u>	

Summary 2015 CO Projects as of October 30, 2018

Project	Project Name	Revenue	Budget	Actual Cost	Commitment Amount	Total Cost	Available Balance	Notes
P322	RR Building/WCHD/355 Tx Ave	\$ 4,000,000.00	\$ 4,000,000.00	\$ 3,765,958.95	\$ 42,239.82	\$ 3,808,198.77	\$ 191,801.23	
P323	SO Training Building	\$ 9,500,000.00	\$ 9,500,000.00	\$ 8,658,015.77	\$ 565,987.81	\$ 9,224,003.58	\$ 275,996.42	
P324	North Campus Improvements	\$ 24,866,688.00	\$ 24,866,688.00	\$ 22,295,341.16	\$ 595,352.43	\$ 22,890,693.59	\$ 1,975,994.41	
P325	Georgetown Annex Building	\$ 17,253,704.00	\$ 17,253,704.00	\$ 11,084,436.65	\$ 5,812,896.84	\$ 16,897,333.49	\$ 356,370.51	
P356	2015 CO NON-DEPARTMENTAL	\$ 1,788,463.45	\$ 1,788,463.45	\$ 678,168.35	\$ -	\$ 678,168.35	\$ 1,110,295.10	Unallocated
P431	JP 4 Repairs and Modifications	\$ 650,000.00	\$ 650,000.00	\$ -	\$ -	\$ -	\$ 650,000.00	
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	
P435	Animal Shelter Expansion Ph I	\$ 3,000,000.00	\$ 3,000,000.00	\$ 16,000.62	\$ 2,983,999.38	\$ 3,000,000.00	\$ -	
		\$ 65,358,855.45	\$ 65,358,855.45	\$ 46,498,063.50	\$ 10,020,476.28	\$ 56,518,539.78	\$ 8,840,315.67	

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 - Tentative approval on 9/11/18	\$ 300,000	\$ 300,000.00
0215	0503-19-0215	2020	Software Defined Network Project	\$ 350,000	
0230	0503-19-0230	2019	SoftCode - Constables' Offices (including ongoing annual charges)	\$ 320,000	
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					
<i>New Space</i>					
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	
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	
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	\$ 250,000	
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 (Phase 2)	\$ 85,000	
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	\$ 25,000	
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	

CAPITAL IMPROVEMENT PLAN 2019

Item #	Reference #	Allocation Year Req.	Description PROJECT	Total Cost	FY 2019	
					Approved	
4018	1009-19-4018	2019	Justice Center - South End Restroom Remodel	\$ 85,000		
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)	\$ 100,000		
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	\$470,000		
0487	1026-18-0487	2018	North Campus / Facilities Storage Building	\$1,830,000		
	0483 & 0487	2018	North Campus project funds to construct the above structures and complete the project	\$ 300,000		
0305		2016	Parks River Ranch - Tentative approval on 9/11/18	\$ 859,338		\$ 859,338.00
TOTAL				\$ 218,844,838	\$ 1,159,338	

*Note: This is a continually growing document with estimated costs at time of request.
Reported as of October 30, 2018.