

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
DECEMBER 18TH, 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 – 32)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$8,371.31
To	0100-0409-004987	Non Dept/Disaster Relief	\$8,371.31

6. Discuss, consider, and take appropriate action on a line item transfer for Animal Services

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-001100	Animal Services Salaries	507.84
To	0545-0545-001130	Animal Services Merit	507.84
From	0546.0546.001130	Animal Svc Donations Merit	507.84
To	0546-0546-001100	Animal Svc Donations Salaries	507.84

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0581-004998	911 Comm/Contingencies	\$30,822.57
To	0100-0581-001100	911 Comm/FT Salary	\$25,330.84
To	0100-0581-002010	911 Comm/FICA	\$1,937.81
To	0100-0581-002020	911 Comm/Retirement	\$3,553.92

8. Discuss, consider and take appropriate action on a line item transfer for Commissioner Precinct 3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0213-003005	OFFICE FURNITURE < \$5,000	\$1,026.00
From	0100-0213-004212	POSTAGE	\$25.00
From	0100-0213-003120	PRINTER SUPPLIES	\$50.00
From	0100-0213-004999	MISCELLANEOUS	\$87.02
From	0100-0409-004998	NON-DEPARTMENTAL CONTINGENCIES	\$1,312.02
To	0100-0213-004610	RENT	\$2,500.04

9. Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0553-003004	Const Pct 3/Ammunition	\$1,265.00
To	0100-0553-003005	Const Pct 3/Furniture	\$1,265.00

10. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
11. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (3) Dell Precision T1650 desktops, (3) Dell Latitude E6530 laptops, (3) Dell Optiplex 7010, (4) Panasonic FZ-G1, (1) Ferrups UPS FE7KVA, (1) Toshiba 4000CDT Laptop, (1) 2002 International Dump Truck, (3) 2014 Chevy Tahoes, (2) 2007 Dodge Chargers, (1) 2006 Caterpillar 140H Motorgrader, (2) 2013 Chevy Tahoes, (1) 2009 Dodge Dakota, (2) 2011 Ford Crown Victorias, (1) 2004 Chevy Impala, (1) 2008 CPS Dump trailer, (1) 2009 International Dump trailer, (2) 2011 Chevy Tahoes, (1) 2006 Ford Mustang, pursuant to Tx. Local Gov't code 263.152.
12. Discuss, consider and take appropriate action on authorizing the disposal of (1) Dell Optiplex 7010 through Inter-departmental transfer, pursuant to Tx. Local Gov't code 263.152.
13. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, November 201 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

14. Acknowledge executed quote with Bouffard Transfer Inc for the moving of Elections Equipment.
15. Discuss, consider and take appropriate action on re-appointing Dan Hejl and Irvin (Butch) Miller to the Emergency Service District (ESD) No. 3 Board with their term commencing effective on January 1, 2019 and continuing thereafter until December 31, 2020.
16. Discuss, consider and take appropriate action on re-appointing Robert Avant and Mike Rinderknecht to the Emergency Service District (ESD) NO. 10 Board with their terms commencing effective on January 1, 2019 and continuing thereafter until December 31, 2020.
17. Discuss, consider and take appropriate action on reappointing Thomas Nanninga and Jordan Baltazor to the Emergency Service District (ESD) #2 Board of Commissioners with the term commencing on January 1, 2019 and continuing thereafter until December 31, 2020.
18. Discuss, consider and take appropriate action on reappointing Richard Wilkes to the Georgetown ESD #8 board with the term to commence immediately and continue until December 31, 2020.
19. Discuss, consider and take appropriate action on reappointing David Bray to the Jarrell ESD #5 board with the term to commence immediately and continue until December 31, 2020.
20. Discuss, consider and take appropriate action on reappointing Charles Ashby to the Jarrell ESD #5 board with the term to commence immediately and continue until December 31, 2020
21. Discuss, consider and take appropriate action on reappointing L.D. Cheatham to the Weir ESD #6 board with the term to commence immediately and continue until December 31, 2020.
22. Discuss, consider and take appropriate action on reappointing Susie Fontenot to the Wier ESD #6 board with the term to commence immediately and continue until December 31, 2020.
23. Discuss, consider and take appropriate action on reappointing Dave Schumacher to the Weir ESD #6 board with the term to commence immediately and continue until December 31, 2020.
24. Discuss, consider and take appropriate action on reappointing James Daniels to the Florence ESD #7 board with the term to commence immediately and continue until December 31, 2020
25. Discuss, consider and take appropriate action on reappointing Keith Couch to the Florence ESD #7 board with the term to commence immediately and continue until December 31, 2020.
26. Discuss, consider and take appropriate action on reappointing Bobby Bunte to the Georgetown ESD #8 board with the term to commence immediately and continue until December 31, 2020.
27. Discuss, consider and take appropriate action on accepting and approving a report on the Regional Animal Shelter Expansion Project; Change Order # 11 in the amount of \$21,164.00 to approve funding from within the existing contract for additional electrical, data, millwork and plumbing scopes of work, which was executed by Dale Butler, Williamson County Facilities Director, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owner's Contingency.

28. Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 under Williamson County Contract between Raba Kistner Consultants, Inc. and Williamson County dated February 18, 2015 for On Call Geotechnical and Lab Testing Services for Williamson County Road and Bridge.
29. Discuss, consider, and take appropriate action on approval of the revised preliminary plat for the Liberty Hill 90 subdivision - Precinct 2.
30. Discuss, consider, and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Sec 12B subdivision - Precinct 3.
31. Discuss, consider, and take appropriate action on approval of the final plat for the Commons at Rowe Lane Phase V B subdivision - Precinct 4.
32. Discuss, consider, and take appropriate action on approval of the final plat for the Chandler Corner subdivision - Precinct 4.

REGULAR AGENDA

33. Discuss, consider, and take appropriate action on a resolution honoring Williamson County Judge Dan A. Gattis.
34. 9:30 AM – Hold Public Hearing pursuant to Texas Parks and Wildlife Code Chapter 26 regarding a proposal by the City of Georgetown to construct and maintain a wastewater interceptor line known as the “Berry Creek Interceptor Project”, and for the conveyance of an easement therefore, through Berry Springs Park and Preserve, a park owned and operated by Williamson County, Texas.
35. Discuss, consider and take appropriate action on making a determination and finding, in accordance with Chapter 26 of the Texas Parks and Wildlife Code, that (1) there is no feasible and prudent alternative to the City of Georgetown’s use of a portion of Berry Springs Park and Preserve for a wastewater interceptor known as the “Berry Creek Interceptor Project”; and (2) that the Berry Creek Interceptor Project includes all reasonable planning to minimize harm to the land, being a portion of Berry Springs Park and Preserve, resulting from the City of Georgetown’s use of same; and take appropriate action on approving the City of Georgetown’s proposal to construct and maintain the Berry Creek Interceptor Project, and future conveyance of an easement therefore, through Berry Springs Park and Preserve, a park owned and operated by Williamson County, Texas.
36. Receive and acknowledge the December 2018 Construction Summary Report for the Road Bond Program.
37. 10:00 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.
38. Discuss, consider and take appropriate action on a request to change 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.

39. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
40. Discuss, consider and take appropriate action regarding the appointment of Robert B. Daigh, P.E. as the Williamson County representative of the CAMPO Technical Advisory Committee and Anna Lan as an alternate member for fiscal year 2019,
41. Discuss, consider and take appropriate action on Change Order No. 2, to contract number B004339.001, in the amount of -\$98,707.11 for Cambria Cavern.
42. Discuss, consider and take appropriate action regarding the appointment of Sally McFeron, Planning Director for the City of Liberty Hill, as the CAMPO Small Cities Primary Representative for Williamson County and Matthew A. Rector Sr., PE, CFM Executive Director of Engineering and Public Works for the City of Hutto as an alternate Representative.
43. Discuss, consider and take appropriate action on approval of the MS4 Stormwater Annual Report.
44. Discuss, consider and take appropriate action on Interlocal Agreement between Williamson County and the City of Liberty Hill, Texas regarding the design and construction of the SH 29/CR 200 intersection.
45. Discuss, consider and take appropriate action on authorizing the County Judge to execute an Interlocal Cooperation Agreement for participation in Georgetown TIF Zone #5.
46. Discuss, consider and take appropriate action authorizing the County Judge to execute an Advance Funding Agreement for Local Transportation Project (FM 397- CR 366) with Texas Department of Transportation.
47. Discuss, consider and take appropriate action authorizing the County Judge to execute a Resolution for an Advance Funding Agreement for Local Transportation Project (FM 397- CR 366) with Texas Department of Transportation.
48. Discuss, consider and take appropriate action on a Real Estate Contract with David Vidaure and David Vidaure Jr. for right of way needed on CR 314. (Parcel N3) Funding Source: Road & Bridge Line Item # 5200
49. Discuss, consider and take appropriate action on a Real Estate Contract with David Vidaure Jr. for right of way needed on CR 314 Parcel N2). Funding Source: Road & Bridge Line Item #5200
50. Discuss, consider and take appropriate action on authorizing the County Judge to execute a Chapter 381 Economic and Development Program Agreement with Apple Inc.
51. Discuss, consider and take appropriate action authorizing the County Judge to execute a Special Warranty Deed to Gardens at Mayfield, LLC for the Arterial H-Water Quality Pond.
52. Discuss, consider and take appropriate action on River Ranch County Park Phase I development Change Order # 1 from Ritter, Botkin Prime Construction Company, Inc., in the amount of \$763,953.00.

53. Discuss, consider, and take appropriate action on clean air goals for Williamson County in partnership with the Central Texas Clean Air Coalition, part of the Capital Area Council of Governments (CAPCOG).
54. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Sonterra Municipal Utility District regarding off-duty contracting of County Sheriff Deputies.
55. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Wellspring United Methodist Church (traffic control at church on Williams Dr.)
56. Discuss, consider and take appropriate action authorizing the County Judge to execute necessary amendments to the United Healthcare Administrative Services Agreement, including 2018 administrative correction provisions and new health plan year 2019 amendment.
57. Discuss, consider and take appropriate action to accept the Vision Group Policy for Williamson County covered employees, Policy Effective Date January 1, 2019 as submitted by United Health Care Insurance.
58. Discuss, consider and take appropriate action on appointing Jerre Varnell to the Williamson County Child Welfare Board.
59. Discuss, consider and take appropriate action on increasing the budget on position control number 1793 by \$6,163.56

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0541.004100	Professional Services	\$5,000.00
From:	0100.0541.003010	Computer Equipment < \$5,000	\$963.56
From:	0100.0541.004999	Misc.	\$200.00
To:	0100.0541.001100	Salaries	\$5,065.39
To:	0100.0541.002010	FICA	\$387.50
To:	0100.0541.002020	Retirement	\$710.67

60. Discuss, consider, and take appropriate action on a draft MOU pertaining to fire investigations, inspections, and code enforcement by the Williamson County Fire Marshal's Office.
61. Discuss, consider and take appropriate action on establishing a schedule to review Williamson County exemption policy.
62. Discuss, consider and take appropriate action on a District Office Lease Contract between Representative Terry M. Wilson, a Member of the House of Representatives of the State of Texas; the Committee on House Administration of the Texas House of Representatives of the State of Texas, as Lessee; and Williamson County, Texas, as Lessor, for the office space located at Williamson County Courthouse, 710 Main Street, Suite 242, Georgetown, Texas 78626, for a term commencing January 1, 2019 and ending December 31, 2020.

63. Discuss, consider and take appropriate action on a Professional Services Agreement for the engagement of the Lone Star Justice Alliance to represent Williamson County in relation to the provision of professional services to increase efficiencies and address best practices of the criminal courts in Williamson County; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).
64. Discuss, consider and take appropriate action on authorizing the extension of Electronic Payment Processing Services contract, 1708-179, for the same terms and conditions as the existing contract for the term of January 16, 2019 - January 15, 2020 with Certified Payments.
65. Discuss, consider and take appropriate action on approving an Interlocal Agreement between Williamson County Constable Pct. #4 and Thorndale PD for the sale of a Ballistic vest in the amount of \$100 and authorizing the execution of the agreement.
66. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Public Involvement for Infrastructure Projects RFP# 1812-284.
67. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Seward Junction Improvements, under IFB # 1812-282.
68. Discuss, consider, and take appropriate action on approving the Price Quotation # 2003118813257-01 between Presidio Network Solutions Group, LLC and Williamson County for computer equipment in the amount of \$131,500.00 pursuant to TIPS contract # 180501 and authorizing the purchase.
69. Discuss, consider, and take appropriate action on ratifying service agreement in the amount of \$12,866.51 between Texas Fire Suppression, INC and Williamson County for Emergency Repair of Underground Fire System for the Central Texas Treatment Center, exempting this purchase agreement from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024.(a)(3), and authorizing the execution of the agreement.
70. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Move Solutions, Ltd. to provide office relocation services related to the Georgetown Annex Project in the amount of \$28,946.95 per the terms and conditions of BuyBoard Contract #559-18 and authorizing execution of the agreement.
71. Discuss, consider, and take appropriate action on approving agreement between Randal's Tower Tech and Williamson County for Tower Related Repairs throughout FY 2019 and authorizing the execution of the agreement.
72. Discuss, consider, and take appropriate action on awarding RFP# 1807-267 Consultant to Develop the 2019-2023 HUD Consolidated Plan and 2019-2020 Annual Action Plan to the overall best respondent Mullin & Lonergan Associates and authorizing the contract period Consolidated Five (5) Year Plan for Fiscal Years 2019-2023 and the One (1) Year annual plan for Fiscal year 2019-2020.
73. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for County Attorney.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0475.004229	Co Atty\St Law Enforc Training	911.24

74. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$313.00

75. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	\$313.00

76. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Non-Departmental in the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.000777	Transfer to Capital Projects	\$1,100,000.00

77. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$1,040.00

78. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$1,040.00

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)."

79. 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
80. 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 314.
 - 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

81. 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. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
- o) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
- p) 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
- q) Potential opioid litigation
- r) Valerie Adams - EEOC Charge No. 450-2018-03807
- s) Terry Ballard – EEOC Charge No. 451-2018-02074
- t) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.
- u) Legal matters relating to Sunset Meadows Subdivision.
- v) Discuss District Office Lease at the Williamson County Jester Annex for State Representative.
- w) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- x) Case No. 2SC-18-0436; Billy Baskett v. Williamson County Sheriff's Office et. al; In the Small Claims Court, Precinct Two of Williamson County, Texas

82. 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).

83. 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).
84. 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)

85. Discuss and take appropriate action concerning economic development.
86. Discuss and take appropriate action concerning real estate.
87. 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. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - o) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
 - p) 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
 - q) Potential opioid litigation
 - r) Valerie Adams - EEOC Charge No. 450-2018-03807
 - s) Terry Ballard – EEOC Charge No. 451-2018-02074
 - t) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.
 - u) Legal matters relating to Sunset Meadows Subdivision.
 - v) Discuss District Office Lease at the Williamson County Jester Annex for State Representative.
 - w) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
 - x) Case No. 2SC-18-0436; Billy Baskett v. Williamson County Sheriff's Office et. al; In the Small Claims Court, Precinct Two of Williamson County, Texas

- 88. 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.

- 89. Comments from Commissioners.

Dan A. Gattis, County Judge

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

Commissioners Court - Regular Session

5.

Meeting Date: 12/18/2018

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

We are moving money out of contingencies and into "disaster relief" to provide funding for flooding events locally and in Llano County as well as the City of Austin Point of Delivery event (water distribution to City of Austin residents residing in Williamson County) during the week of October 15th.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$8,371.31
To	0100-0409-004987	Non Dept/Disaster Relief	\$8,371.31

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 12/07/2018

Reviewed By

Wendy Coco

Date

12/07/2018 09:46 AM

Started On: 12/07/2018 08:50 AM

Commissioners Court - Regular Session

6.

Meeting Date: 12/18/2018

Line Item Transfer

Submitted By: Sarah Crain, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Animal Services

Background

The merit for PCN was moved from Department 0545 instead of 0546. This transfer will correct 0545 and move the money appropriately in 0546.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-001100	Animal Services Salaries	507.84
To	0545-0545-001130	Animal Services Merit	507.84
From	0546.0546.001130	Animal Svc Donations Merit	507.84
To	0546-0546-001100	Animal Svc Donations Salaries	507.84

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sarah Crain

Final Approval Date: 12/11/2018

Reviewed By

Wendy Coco

Date

12/11/2018 08:27 AM

Started On: 12/10/2018 10:14 AM

Commissioners Court - Regular Session

7.

Meeting Date: 12/18/2018

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

On the 12/11/18 agenda, item #33, re-classes were approved for an Education Manager position as well as four existing TCO IV positions in the 911 Communications department. This transfer will allocate proper funding for FY 19 to facilitate this approval.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0581-004998	911 Comm/Contingencies	\$30,822.57
To	0100-0581-001100	911 Comm/FT Salary	\$25,330.84
To	0100-0581-002010	911 Comm/FICA	\$1,937.81
To	0100-0581-002020	911 Comm/Retirement	\$3,553.92

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Ashlie Koenig
Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:04 AM
Started On: 12/12/2018 09:51 AM

Commissioners Court - Regular Session

8.

Meeting Date: 12/18/2018

Commissioner 3 Line Item Transfer

Submitted For: Valerie Covey

Submitted By: Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Commissioner Precinct 3.

Background

When the our office submitted our budget for approval, we were told that the Georgetown Annex would be completed in October. We budgeted through the end of December 2018 just in case the building encountered delays. The move in date for the Georgetown Annex has been delayed until mid-January. This line item transfer will allow us to pay January's rent along with the assessed 2018 operating fees, which total \$832.04.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0213-003005	OFFICE FURNITURE < \$5,000	\$1,026.00
From	0100-0213-004212	POSTAGE	\$25.00
From	0100-0213-003120	PRINTER SUPPLIES	\$50.00
From	0100-0213-004999	MISCELLANEOUS	\$87.02
From	0100-0409-004998	NON-DEPARTMENTAL CONTINGENCIES	\$1,312.02
To	0100-0213-004610	RENT	\$2,500.04

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Rachel Rull

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Ashlie Koenig

Date

12/13/2018 11:24 AM

12/13/2018 11:50 AM

Started On: 12/13/2018 09:01 AM

Commissioners Court - Regular Session

9.

Meeting Date: 12/18/2018

Line Item Transfer

Submitted By: Theresa Lock, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #3.

Background

Additional funds needed to cover cost of furniture for the new Pct. 3 Annex Building.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0553-003004	Const Pct 3/Ammunition	\$1,265.00
To	0100-0553-003005	Const Pct 3/Furniture	\$1,265.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Theresa Lock

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Ashlie Koenig

Date

12/13/2018 11:07 AM

12/13/2018 11:49 AM

Started On: 12/13/2018 09:22 AM

Commissioners Court - Regular Session

10.

Meeting Date: 12/18/2018

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
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Attachments

[Merit LIT 12.18.18](#)

[Merit Details 12.18.18](#)

[Budget Detail 12.18.18](#)

Form Review

Inbox

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kristy Grant

Final Approval Date: 12/13/2018

Reviewed By

Tammy Fennell

Wendy Coco

Date

12/13/2018 10:10 AM

12/13/2018 11:31 AM

Started On: 12/13/2018 08:51 AM

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0576	001100	3424.65	
01	0100	0576	001130		3424.65
01	0100	0495	001100	1853.80	
01	0100	0495	001130		1853.80
01	0100	0560	001100	3922.73	
01	0100	0560	002010	300.09	
01	0100	0560	002020	550.36	
01	0100	8003	001130		3922.73
01	0100	8003	002010		300.09
01	0100	8003	002020		550.36

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	One Time Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Juvenile Grant	Juv Therapist LSOTP Grant.1047.001100.	11871	\$77,197.38		2.00	\$77,197.38	\$1,543.95	MERIT	12/28/2018
Juvenile Services	Juv Acad Dir.1089.001100.	1211	\$94,034.98		2.00	\$94,034.98	\$1,880.70	MERIT	12/28/2018
County Auditor	Internal Aud II.0645.001100.	11950	\$61,792.38	\$1,853.80	3.00	\$63,646.18		MERIT	12/28/2018
Sheriff's Office	Computer Forensics Analyst.1307.001100.	14828	\$78,454.58	\$3,922.73	5.00	\$82,377.32		MERIT	2/8/2019

Organization	Position	Current Annual Sal	Annual Merit Amt	Periodic Merit%	Requested/New Annual Sal	One Time Lumpsum Merit	Pay Proposal Reason	Budget Amount	Adjust Budget
Juvenile Grant	Juv Therapist LSOTP Grant.1047.001100.	77197.38	\$ -	0	77197.38	\$ 1,543.95		\$ 77,197.38	\$ 77,197.38
Juvenile Services	Juv Acad Dir.1089.001100.	94034.98	\$ -	0	94034.98	\$ 1,880.70		\$ 94,034.98	\$ 94,034.98
			\$ 3,424.65			\$ 3,424.65			
County Auditor	Internal Aud II.0645.001100.	61792.38	\$ 1,853.80	3.000046284	63646.18		MERIT	\$ 61,792.39	\$ 63,646.19
			\$ 1,853.80						
Sheriff's Office	Computer Forensics Analyst.1307.001100.	78454.584	\$ 3,922.73	5.000006628	82377.3184		MERIT	\$ 84,888.70	\$ 88,811.43
			\$ 3,922.73						

Commissioners Court - Regular Session

11.

Meeting Date: 12/18/2018

Asset Auction 12-18-2018

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 (3) Dell Precision T1650 desktops, (3) Dell Latitude E6530 laptops, (3) Dell Optiplex 7010, (4) Panasonic FZ-G1, (1) Ferrups UPS FE7KVA, (1) Toshiba 4000CDT Laptop, (1) 2002 International Dump Truck, (3) 2014 Chevy Tahoes, (2) 2007 Dodge Chargers, (1) 2006 Caterpillar 140H Motorgrader, (2) 2013 Chevy Tahoes, (1) 2009 Dodge Dakota, (2) 2011 Ford Crown Victorias, (1) 2004 Chevy Impala, (1) 2008 CPS Dump trailer, (1) 2009 International Dump trailer, (2) 2011 Chevy Tahoes, (1) 2006 Ford Mustang, pursuant to Tx. Local Gov't code 263.152.

Background

See attached lists.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Attachment 1](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Jayme Jasso
Final Approval Date: 12/13/2018

Reviewed By

Kerstin Hancock
Wendy Coco

Date

12/13/2018 09:15 AM
12/13/2018 11:25 AM
Started On: 12/12/2018 10:19 AM

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL PRECISION T1650	65938	FFK0HX1	1642	Working
1	DELL PRECISION T1650	65939	FFKXGX1	1643	Working
1	DELL PRECISION T1650	65936	FFK2HX1	1644	Working

Parties involved:

FROM (Transferor Department): 0581 EMERGENCY COMMUNICATIONS

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

TREY HEWTTY/CAROLYN DRAPER

Print Name

CRDraper
Signature

Date

Contact Person:

TREY HEWTTY/ CAROLYN DRAPER

Print Name

+1 (512) 864-8234

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

DEC 10 2018

Print Name

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E06DR261330
Equipment/Door Number	SB1331
License Plate	1148496
Year	2013
Make	CHEVROLET
Model	TAHOE
Comments (mileage, mechanical issues, other info)	115,160 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 11/5/2018 6:12 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/4/2018 12:01 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/4/2018 1:58 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 2:23 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 3:25 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E03DR261611
Equipment/Door Number	SB1333
License Plate	1148499
Year	2013
Make	CHEVROLET
Model	TAHOE
Comments (mileage, mechanical issues, other info)	118,699 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 11/5/2018 6:19 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/4/2018 11:55 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/4/2018 2:05 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 12:28 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 2:36 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E06ER212159
Equipment/Door Number	SB1425
License Plate	1175654
Year	2014
Make	CHEVROLET
Model	TAHOE
Comments (mileage, mechanical issues, other info)	127,378 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 10/24/2018 1:25 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/7/2018 2:25 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 11/27/2018 8:53 AM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 11:08 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 1:58 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	2FABP7BV7BX182442
Equipment/Door Number	SA1165
License Plate	1131032
Year	2011
Make	Ford
Model	Crown Victoria
Comments (mileage, mechanical issues, other info)	108,841 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 11/9/2018 9:41 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/4/2018 11:46 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/4/2018 2:12 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 12:49 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 3:05 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E01ER212795
Equipment/Door Number	SB1426
License Plate	1175655
Year	2014
Make	CHEVROLET
Model	TAHOE
Comments (mileage, mechanical issues, other info)	122,208 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 11/9/2018 9:40 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/4/2018 12:07 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/4/2018 2:01 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 2:29 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 3:48 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	NOT MECHANICALLY SOUND
Department	560 - Sheriffs Office
County VIN/Serial Number	1ZVFT80N965172953
Equipment/Door Number	SA0604
License Plate	KKB6278
Year	2006
Make	Ford
Model	Mustang
Comments (mileage, mechanical issues, other info)	repairs needed exceeds value of vehicle 84,185 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 11/12/2018 7:45 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Repairs exceed value
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/11/2018 2:36 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/11/2018 2:55 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 3:37 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 4:27 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	CAT0140HLAPM03020
Equipment/Door Number	UMG0701
License Plate	n/a
Year	2006
Make	Caterpillar
Model	140H Motorgrader
Comments (mileage, mechanical issues, other info)	7234 hours
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 11/15/2018 6:04 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/19/2018 12:45 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/10/2018 3:05 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 11:41 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 2:08 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	2B3KA43G27H714581
Equipment/Door Number	SA0707
License Plate	CVG9632
Year	2007
Make	Dodge
Model	Charger
Comments (mileage, mechanical issues, other info)	109,284 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 11/12/2018 7:45 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/4/2018 11:58 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/4/2018 2:04 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 12:24 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 2:32 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	2B3KA43G67H714583
Equipment/Door Number	SA0709
License Plate	CVG9634
Year	2007
Make	Dodge
Model	Charger
Comments (mileage, mechanical issues, other info)	122,504 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 11/5/2018 6:15 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/8/2018 3:35 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/5/2018 3:32 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 11:09 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 2:04 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1HTWHAAR19J184915
Equipment/Door Number	UDT0935
License Plate	1309478
Year	2009
Make	INTERNATIONAL
Model	7400 SFA 6x4 12 YD DUMP TRUCK
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 11/30/2018 10:11 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/30/2018 11:36 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/4/2018 4:35 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 12:56 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 3:16 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	553 - Constable Pct 3
County VIN/Serial Number	1GNLC2E03BR235068
Equipment/Door Number	3B1147
License Plate	CK1-F880
Year	2011
Make	CHEVROLET
Model	TAHOE
Comments (mileage, mechanical issues, other info)	99,475 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Theresa Lock 12/3/2018 1:00 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	99,475 miles
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/4/2018 9:59 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/11/2018 2:00 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 2:44 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 4:01 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1HTSCABR02H545088
Equipment/Door Number	UDT0206
License Plate	1104136
Year	2002
Make	INTERNATIONAL
Model	4700 4x2 8 YD DUMP TRUCK
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 11/30/2018 10:10 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/30/2018 11:33 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/4/2018 5:02 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 10:54 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 1:54 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	553 - Constable Pct 3
County VIN/Serial Number	1GNLC2E09BR235513
Equipment/Door Number	3B1140
License Plate	111-0205
Year	2011
Make	CHEVROLET
Model	TAHOE
Comments (mileage, mechanical issues, other info)	124,868 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Theresa Lock 12/3/2018 1:04 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 12/4/2018 9:09 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 12/11/2018 1:56 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 12/11/2018 2:39 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 12/11/2018 3:53 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E02ER216533
Equipment/Door Number	SB1438
License Plate	1183404
Year	2014
Make	CHEVROLET
Model	TAHOE
Comments (mileage, mechanical issues, other info)	126,126 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 10/24/2018 1:16 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/4/2018 12:04 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/4/2018 1:55 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 2:18 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 3:19 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1D7HE38K39S806868
Equipment/Door Number	SB0939
License Plate	HFK7039
Year	2009
Make	Dodge
Model	Dakota
Comments (mileage, mechanical issues, other info)	122,262 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 11/5/2018 6:17 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/4/2018 11:53 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/4/2018 2:06 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 12:31 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 2:48 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	2G1WF52K849307456
Equipment/Door Number	SA0406
License Plate	DR8Y546
Year	2004
Make	CHEVROLET
Model	IMPALA
Comments (mileage, mechanical issues, other info)	78, 905 miles; 14 yrs. old and paint badly peeling
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 11/9/2018 9:41 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/4/2018 11:49 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/4/2018 2:10 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 12:46 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 2:55 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	2FABP7BV2BX137666
Equipment/Door Number	SA1112
License Plate	1110313
Year	2011
Make	Ford
Model	Crown Victoria
Comments (mileage, mechanical issues, other info)	109, 493 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Roy Fikac 11/9/2018 9:40 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/4/2018 11:51 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/4/2018 2:08 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 12:44 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 2:51 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	5MC1116278P008194
Equipment/Door Number	UF0829
License Plate	9065126
Year	2008
Make	CPS
Model	LWBD-240 BELLY DUMP TRAILER
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 11/30/2018 10:13 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/30/2018 11:49 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/4/2018 4:33 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/11/2018 12:53 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/11/2018 3:12 PM

Human Resources

Created by Williamson County Technology Services

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) <i>A#</i>	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Latitude E6530	8LT0LX1 <i>67990</i>	4881	Working
	Dell Optiplex 7010	HWP0HX1 <i>65883</i>	4885	Working
	Dell Optiplex 7010	HWP1HX1 <i>65876</i>	3737	Working
	Dell Latitude E6530	9FT0LX1 <i>67988</i>	5206	Working
	Dell Latitude E6530	GCT0LX1 <i>67996</i>	5201	Working

Parties involved:

FROM (Transferor Department): 0541 - OFFICE OF EMERGENCY MANAGEMENT

Transferor - Elected Official/Department Head/ Authorized Staff:

JARRED THOMAS
 Print Name

[Signature]
 Signature

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 _____

Contact Person:

Print Name _____

Phone Number _____

RECEIVED
 DEC 11 2018
 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Williamson County Asset Status Change Form

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)	A#	County Tag#	Condition of Assets (Working, Non-Working)
1	PANASONIC FZ-G1	3FTYA13085	65819	5204	Working
1	PANASONIC FZ-G1	3LTYA50379	77277	5202	Working
1	PANASONIC FZ-G1	3FTYA13069	65818	7590	Working
1	PANASONIC FZ-G1	4JTYA99269	—	7617	Working
1	OPTIPLEX 7010	HWNRGX1	65873	4884	Working

Parties involved:

FROM (Transferor Department): 0541 - OFFICE OF EMERGENCY MANAGEMENT

Transferor - Elected Official/Department Head/Authorized Staff:

JARRED THOMAS
 Print Name


 Signature

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.)

Contact Person:

RECEIVED

DEC 11 2018

AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	[REDACTED]	[REDACTED]	[REDACTED]	Working
1	[REDACTED]	[REDACTED]	[REDACTED]	Working
1	[REDACTED]	[REDACTED]	[REDACTED]	Working
1	[REDACTED]	[REDACTED]	[REDACTED]	Working
1	[REDACTED]	[REDACTED]	[REDACTED]	Working

Parties involved:

FROM (Transferor Department): 0541 - OFFICE OF EMERGENCY MANAGEMENT

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

JARRED THOMAS

Print Name

Signature

Contact Person:

AUBURY HOLMES

Print Name

+1 (512) 864-8268

Date Phone Number

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

**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being

approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature

Contact Person:

Print Name

Date Phone Number

RECEIVED

DEC 11 2018

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form



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

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

Asset List:

Quantity	Description (year, make, model, etc.)	A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Ferrups UPS FE7KVA	44694	FE7KV04839	N/A	Non-Working
1	Toshiba 4000CDT Laptop	35888	Y8259244A	5320	Non-Working

Parties involved:

FROM (Transferor Department): 0587 - Wireless Communications

Transferor - Elected Official/Department Head/ Authorized Staff:

Paul Swisher
 Print Name

 Signature

Contact Person:

Paul Swisher
 Print Name
 +1 (512) 943-3695
 Date Phone Number

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

RECEIVED

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

Tony Hill
 Print Name

Contact Person: DEC 11 2018

Tony Hill
 Print Name
 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS
 +1 (512) 943-3314
 Date Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session

12.

Meeting Date: 12/18/2018

Asset Transfer 12-18-2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of (1) Dell Optiplex 7010 through Inter-departmental transfer, pursuant to Tx. Local Gov't code 263.152.

Background

See attached lists. The County Clerk is transferring one of their desktops to the 395th Court.

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: 12/13/2018

Reviewed By

Kerstin Hancock
Wendy Coco

Date

12/13/2018 09:15 AM
12/13/2018 11:25 AM
Started On: 12/12/2018 02:31 PM

Williamson County

Asset Status Change Form

Print Form

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

<input checked="" type="radio"/> TRANSFER bet ween county departments <input 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	Dell OptiPlex 7010 <i>A#</i> <i>115275</i>	7FS1P22		Working

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/

Authorized Staff:

Nancy E. Rister

Print Name

Nancy E. Rister
Signature

Contact Person:

Brad Weems (512-943-1151)

Print Name

+1 (512) 943-1520

Date Phone Number

RECEIVED

DEC 10 2018

TO (Transferee Department/Auction/Trade-in/Donee): 395th District Court

Transferee - Elected Official/Department Head/

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

Ryan D. Larson

Print Name

[Signature]
Signature

Contact Person:

Glenda Poulos

Print Name

512/943-1395

Date Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session

13.

Meeting Date: 12/18/2018

Justice of the Peace 4 NOVEMBER 2018 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

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

Attachments

JP4 EOM NOV 2018

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

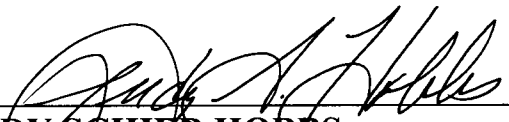
12/13/2018 11:24 AM

Started On: 12/13/2018 09:57 AM

**IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**


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



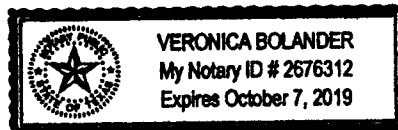
**JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR**



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



NOTARY PUBLIC in and for the State of Texas



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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 11/01/2018-11/30/2018

Date Printed: 12/5/2018
Time Printed: 12:37:45PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	2	40.00	40.00	0.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0100-0000-341804
EVICION	EVICION FILING FEE	54	1,350.00	1,350.00	25.00	650.00	0.00	0.00	675.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	150	900.00	900.00	30.00	690.00	12.00	0.00	168.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	75	5,250.00	5,250.00	280.00	2,380.00	0.00	0.00	2,590.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	4	100.00	100.00	50.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT EXEC	WRIT OF EXECUTION	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	7	35.00	35.00	0.00	15.00	0.00	0.00	20.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	7	1,050.00	1,050.00	0.00	450.00	0.00	0.00	600.00	0.00	0.00	0.00	0100-0000-341904

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	4	30.00	30.00	15.00	10.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	2	84.00	84.00	0.00	0.00	0.00	0.00	84.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	89	2,225.00	2,225.00	0.00	2,225.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	150	1,500.00	1,500.00	50.00	1,150.00	20.00	0.00	280.00	0.00	0.00	0.00	01-0399-0000-20802
JCPTF	JUDICIAL COURT PERSON	150	750.00	750.00	25.00	575.00	10.00	0.00	140.00	0.00	0.00	0.00	01-0399-0000-20835
OCC LICENSE	OCCUPATIONAL LICENSE	3	75.00	75.00	50.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0100.0000.341804
TRUANCY CTR	TRUANCY CONTEMPT FI	4	125.00	125.00	25.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0100-0000-351304
VSPF	VITAL STATISTICS PRESE	2	30.00	30.00	0.00	0.00	0.00	0.00	30.00	0.00	0.00	0.00	01-0385-0000-34140
WRIT GARN	WRIT OF GARNISHMENT	3	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY		708	13,559.00	13,559.00	550.00	8,155.00	92.00	0.00	4,762.00	\$0.00	0.00	0.00	
Direct Deposit	\$0.00								HB2398		\$0.00		
Cash	\$550.00								CSR Credit		\$0.00		
Checks	\$8,155.00								Jail Credit		\$0.00	Post for Refund \$0.00	
Money Orders	\$92.00								Non-Monetary		\$0.00	Over Payments \$0.00	
Credit Cards :	\$4,762.00				Escrow Payments	\$0.00	Transaction Fee	\$0.00					
TOTAL CURRENCY	\$13,559.00				ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL		\$0.00	TOTAL PAID	\$0.00

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 11/01/2018-11/30/2018

Date Printed: 12/5/2018
Time Printed: 12:37:45PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-341804		825.00	829.00	0.00	0.00	0.00	1,654.00
0100-0000-341904		3,110.00	3,190.00	0.00	0.00	0.00	6,300.00
0100-0000-351304		25.00	100.00	0.00	0.00	0.00	125.00
0100.0000.341804		2,275.00	25.00	0.00	0.00	0.00	2,300.00
0399-0000-208822		732.00	168.00	0.00	0.00	0.00	900.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	1,220.00	280.00	0.00	0.00	0.00	1,500.00
01-0385-0000-341402	VITAL STATISTICS PRESERVATION	0.00	30.00	0.00	0.00	0.00	30.00
01-0399-0000-208354	JUDICIAL COURT PERSONNEL TRAI	610.00	140.00	0.00	0.00	0.00	750.00
TOTALS :		8,797.00	4,762.00	0.00	0.00	0.00	13,559.00

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 11/01/2018-11/30/2018

Date Printed: 11/30/2018
Time Printed: 6:11:41PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	79	259.40	249.40	41.51	0.00	16.51	0.00	191.38	10.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	160	604.12	599.12	80.84	0.00	98.17	0.00	420.11	0.00	0.00	5.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	3	11.54	11.54	0.00	0.00	1.54	0.00	10.00	0.00	0.00	0.00	0399-0000-208400
CS	CHILD SAFETY	5	64.09	44.09	0.68	0.00	0.00	0.00	43.41	20.00	0.00	0.00	0100-0000-341804
DIS	DISMISSAL FEE	9	90.00	90.00	10.00	0.00	20.00	0.00	60.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	44	2,914.49	2,914.49	227.33	0.00	401.86	0.00	2,285.30	0.00	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	38	331.85	331.85	21.48	0.00	148.50	0.00	161.87	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	462	50,071.81	37,031.81	3,752.40	0.00	3,281.10	0.00	29,998.31	4,035.00	0.00	9,005.00	0100-0000-351304
PWF	PARKS AND WILDLIFE FINE	5	172.00	172.00	0.00	0.00	22.00	0.00	150.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	166	353.66	353.66	46.96	0.00	67.03	0.00	239.67	0.00	0.00	0.00	0100-0000-341804

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONSTABLE ARREST FEE	7	22.87	22.87	5.00	0.00	10.00	0.00	7.87	0.00	0.00	0.00	0100-0000-341914
BOND	CASH BOND	1	500.00	500.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C3W.	CONSTABLE 3 WARRANT	9	130.09	130.09	0.00	0.00	0.00	0.00	130.09	0.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	101	3,210.03	2,960.03	240.07	0.00	159.51	0.00	2,560.45	0.00	0.00	250.00	0100-0000-341914
CCC	CONSOLIDATED COURT	302	8,610.45	7,810.45	1,053.93	0.00	1,021.91	0.00	5,734.61	200.00	0.00	600.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	302	646.09	586.09	79.09	0.00	76.68	0.00	430.32	15.00	0.00	45.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	301	215.40	195.40	26.37	0.00	25.57	0.00	143.46	5.00	0.00	15.00	0361-0000-341154
COM	COMMITMENT	29	85.61	60.61	6.67	0.00	14.60	0.00	39.34	25.00	0.00	0.00	0100-0000-341804
CSF	CHILD SAFETY FUND	1	5.23	5.23	0.00	0.00	0.00	0.00	5.23	0.00	0.00	0.00	0365.0000.341161
CWF	WILLIAMSON COUNTY W	14	418.10	168.10	60.00	0.00	50.58	0.00	57.52	250.00	0.00	0.00	0100-0000-341804
HISDPD	HUTTO ISD POLICE DEPT	1	0.66	0.66	0.00	0.00	0.00	0.00	0.66	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	1	50.00	50.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	302	430.71	390.71	52.73	0.00	51.12	0.00	286.86	10.00	0.00	30.00	0399.0000.208703
JCM	JUVENILE CASE MANAGI	295	1,059.80	969.80	131.82	0.00	127.07	0.00	710.91	20.00	0.00	70.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	302	861.42	781.42	105.45	0.00	102.25	0.00	573.72	20.00	0.00	60.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	302	861.42	781.42	105.45	0.00	102.25	0.00	573.72	20.00	0.00	60.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	302	1,292.09	1,172.09	158.17	0.00	153.37	0.00	860.55	30.00	0.00	90.00	0399-0000-208352
MISC REV	MISCELLANIOUS REVENI	1	3.90	3.90	0.00	0.00	3.90	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	169	12.44	12.44	1.86	0.00	2.24	0.00	8.34	0.00	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	7	550.00	550.00	0.00	0.00	100.00	0.00	450.00	0.00	0.00	0.00	0399-0000-208850
REL	RELEASE	29	85.61	60.61	6.67	0.00	14.60	0.00	39.34	25.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	3	451.00	251.00	0.00	0.00	0.00	0.00	251.00	200.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	166	3,536.50	3,536.50	469.57	0.00	670.34	0.00	2,396.59	0.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	16	44.77	44.77	0.00	0.00	0.45	0.00	44.32	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	32	99.53	74.53	10.68	0.00	0.00	0.00	63.85	15.00	0.00	10.00	0100-0000-341904
TP	TIME PAYMENT	125	1,660.40	1,210.40	118.24	0.00	115.21	0.00	976.95	0.00	0.00	450.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	258	379.39	359.39	52.13	0.00	50.49	0.00	256.77	6.00	0.00	14.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	2	15.10	15.10	5.40	0.00	0.00	0.00	9.70	0.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	15	785.26	785.26	0.00	0.00	17.57	0.00	767.69	0.00	0.00	0.00	0100-0000-207027

TOTALS SUMMARY	4366	80,896.83	65,286.83	6,870.50	500.00	6,976.42	0.00	50,939.91	\$4,906.00	0.00	10,704.00	
Direct Deposit		\$0.00						HB2398		\$0.00		
Cash		\$6,870.50						CSR Credit		\$0.00		
Checks		\$500.00						Jail Credit		\$4,906.00		Post for Refund \$0.00
Money Orders		\$6,976.42						Non-Monetary		\$10,704.00		Over Payments \$0.00
Credit Cards :		\$50,939.91						Escrow Payments	\$0.00	Transaction Fee	\$0.00	
TOTAL CURRENCY		\$65,286.83	ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$15,610.00	TOTAL PAID	\$0.00		

Detailed report has been sent to Auditor's Office.

CRIMINAL

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 11/01/2018-11/30/2018

Date Printed: 11/30/2018
Time Printed: 6:11:41PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		500.00	0.00	0.00	0.00	0.00	500.00
0100-0000-209600		22.00	150.00	0.00	0.00	0.00	172.00
0100-0000-341804		581.19	1,093.89	530.00	0.00	0.00	2,205.08
0100-0000-341904		0.00	5.00	0.00	0.00	0.00	5.00
0100-0000-341913		0.00	130.09	0.00	0.00	0.00	130.09
0100-0000-341914		425.71	2,671.49	275.00	0.00	0.00	3,372.20
0100-0000-351304		7,033.50	29,998.31	13,040.00	0.00	0.00	50,071.81
0100-0000-370500		3.90	0.00	0.00	0.00	0.00	3.90
0360-0000-341150		155.77	430.32	60.00	0.00	0.00	646.09
0361-0000-341154		51.94	143.46	20.00	0.00	0.00	215.40
0365.0000.341161		0.00	5.23	0.00	0.00	0.00	5.23
0372-0000-341144		207.70	573.72	80.00	0.00	0.00	861.42
0399-0000-208160		2,075.84	5,734.61	800.00	0.00	0.00	8,610.45
0399-0000-208235		207.70	573.72	80.00	0.00	0.00	861.42
0399-0000-208352		311.54	860.55	120.00	0.00	0.00	1,292.09
0399-0000-208400		180.55	430.11	5.00	0.00	0.00	615.66
0399-0000-208425		1,139.91	2,396.59	0.00	0.00	0.00	3,536.50
0399-0000-208850		100.00	450.00	0.00	0.00	0.00	550.00
0399-0000-208860		233.45	976.95	450.00	0.00	0.00	1,660.40
0399.0000.208703		103.85	286.86	40.00	0.00	0.00	430.71
0399-0000-208415		4.10	8.34	0.00	0.00	0.00	12.44
0100-0000-207027		17.57	767.69	0.00	0.00	0.00	785.26
01.0100.0000.207017	DLQ FEE	629.19	2,285.30	0.00	0.00	0.00	2,914.49
0103690000370000	JUVENILE CASE MANAGER FUND	258.89	710.91	90.00	0.00	0.00	1,059.80
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	102.62	256.77	20.00	0.00	0.00	379.39
TOTALS :		14,346.92	50,939.91	15,610.00	0.00	0.00	80,896.83

Commissioners Court - Regular Session

14.

Meeting Date: 12/18/2018

Bouffard Transfer Inc Quote

Submitted For: Julie Kiley

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Acknowledge executed quote with Bouffard Transfer Inc for the moving of Elections Equipment.

Background

This is to note in the minutes the Executed Quote with Bouffard Transfer Inc for moving Elections Equipment from Old Hutto Annex to Georgetown. This is taking place in order to vacate the property sold to City of Hutto.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Bouffard Transfer Inc Quote

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 12/11/2018

Reviewed By

Wendy Coco

Date

12/11/2018 08:11 AM

Started On: 12/10/2018 02:39 PM

CONTRACT TERMS AND CONDITIONS

(1) Section 1 of contract Terms and Conditions.

(A) The household goods carrier or party in possession of any of the property herein described shall be liable at common law for any loss thereof or damage thereto, except as hereinafter provided.

(B) No household goods carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by an act of God, the public enemy, the authority of law, or an act or default of the shipper or owner. The household goods carrier's liability shall be that of warehouseman only, for loss, damage, or delay caused by fire occurring after the expiration of the free time (if any) allowed by tariffs lawfully on file after notice of the arrival of the property at destination has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the household goods carrier or party in possession (and the burden to prove freedom from such negligence shall be on the household goods carrier or party in possession), the household goods carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper owner, or party entitled to make such request, or resulting from a defect or vice in the property, or from riots or strikes. Except in the case of household goods carrier's negligence, no household goods carrier, or party in possession of all or any of the property herein described, shall be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, and the burden to prove freedom from such negligence shall be on the household goods carrier or party in possession.

(C) In case of quarantine the property may be discharged at the risk and expense of the owner into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the household goods carrier's dispatch at the nearest available point in the household goods carrier's judgment, and in any such case the household goods carrier's responsibility shall cease when property is so discharged, or property may be returned by the household goods carrier at the owner's expense to the shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owner of the property or the household goods carrier may file a lien. The household goods carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by the household goods carrier's officers, local agents, or employees, nor for detention, loss, or damage of any kind occasioned by the quarantine or its enforcement. A household goods carrier shall not be liable, except in the case of negligence, for any mistake or inaccuracy in any information furnished by the household goods carrier, its local agents, or officers, as to quarantine laws or regulations. The shipper shall hold the household goods carrier harmless from any expense it may incur, or damages it may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

(2) SECTION 2 OF CONTRACT TERMS AND CONDITIONS.

(A) A household goods carrier is not bound to transport property by any particular scheduled vehicle or in time for any particular market other than with reasonable dispatch. A household goods carrier shall have the right, in case of physical necessity, to forward the property by any household goods carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges, if paid, shall be the maximum amount recovered, whether or not such loss or damage occurs from negligence.

(B) AS A CONDITION PRECEDENT TO RECOVERY, A CLAIM MUST BE FILED IN WRITING WITH THE RECEIVING OR DELIVERING HOUSEHOLD GOODS CARRIER, OR THE HOUSEHOLD GOODS CARRIER ISSUING THE BILL OF LADING OR RECEIPT, OR THE HOUSEHOLD GOODS CARRIER ON WHOSE LINE THE LOSS, DAMAGE, INJURY, OR DELAY OCCURRED, OR THE HOUSEHOLD GOODS CARRIER IN POSSESSION OR THE PROPERTY WHEN THE LOSS, DAMAGE, INJURY, OR DELAY OCCURRED, WITHIN 90 DAYS AFTER DELIVERY OF THE PROPERTY OR, IN CASE OF FAILURE TO MAKE DELIVERY, THEN WITHIN 90 DAYS AFTER A REASONABLE TIME FOR DELIVERY HAS ELAPSED; AND SUITS SHALL BE INSTITUTED AGAINST ANY HOUSEHOLD GOODS CARRIER ONLY WITHIN TWO YEARS AND ONE DAY FROM THE DAY WHEN NOTICE IN WRITING IS GIVEN BY THE HOUSEHOLD GOODS CARRIER TO THE CLAIMANT THAT THE HOUSEHOLD GOODS CARRIER HAS DISALLOWED THE CLAIM OR ANY OF ITS PART OR PARTS SPECIFIED IN THE NOTICE. WHERE A CLAIM IS NOT FILED OR A SUIT IS NOT INSTITUTED IN ACCORDANCE WITH THE FOREGOING PROVISIONS, A HOUSEHOLD GOODS CARRIER HEREUNDER SHALL NOT BE HELD LIABLE, AND THE CLAIM WILL NOT BE PAID.

(C) Any household goods carrier or party liable on account of loss of or damage to any of the property shall have the full benefit of any insurance that may have been effected, upon or on account of, said property, so far as this shall not avoid the policies or contracts of insurance: provided, that the household goods carrier reimburses the claimant for the premium paid.

(3) SECTION 3 OF CONTRACT TERMS AND CONDITIONS. Except where such service is required as the result of household goods carrier's negligence, all property shall be subject to necessary coeprage and baling at the owner's cost.

(4) SECTION 4 OF CONTRACT TERMS AND CONDITIONS.

(A) Property not removed by the party entitled to receive it within the free time (if any) allowed by tariff lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination has been duly sent or given, and after tender of the property for delivery at destination has been made, or property not received, at time tender of delivery of the property to the party entitled to receive it has been made, may be kept in vehicle, warehouse, or place of business of the household goods carrier, subject to the tariff charge for storage and to household goods carrier's responsibility as warehouseman, only, or at the option of the household goods carrier, subject to the tariff charge for storage and to household goods carrier's responsibility as warehouseman, only, or at such warehouse is available at point of delivery or at other available storage facility, at the cost of the owner and there held without liability on the part of the household goods carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. In the event consignee cannot be found at address given for delivery, notice of the placing of such goods in warehouse shall be mailed to the address given for delivery and mailed to any other address given on the bill of lading or receipt for notification, showing the warehouse in which the property has been placed.

(B) If nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive or claim it within 15 days after notice of arrival shall have been duly sent or given, the household goods carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the household goods carrier: provided, that the household goods carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading or receipt if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper general circulation at the place of sale or nearest place where such newspaper is published. Thirty days must elapse after notice that the property was refused or remains unclaimed was mailed, sent or given before notice of sale may be published.

(C) If perishable property which has been transported is refused by the consignee or party entitled to receive it, or the consignee or party entitled to receive it shall fail to receive it promptly, the household goods carrier may, in its discretion, to prevent deterioration or further deteriorations, sell the same to the best advantage at private or public sale; provided, that if time serves for notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, notification shall be given, in such manner as the exercise of due diligence requires before the property is sold.

(D) If the procedure provided for in this section is not possible, it is agreed that nothing contained in the section shall be construed to abridge the right of the household goods carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law

(E) The proceeds of the sale shall be applied by the household goods carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care requires special expense. If there is balance it shall be paid to the owner of the property.

(F) If the household goods carrier is directed by the consignor or its agent to load property from (or render any services at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading.

(G) If the household goods carrier is directed by the consignee or its agent to unload or deliver property (or render and services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

(5) SECTION 5 OF CONTRACT TERMS AND CONDITIONS. A household goods carrier shall not carry or be liable in any way for documents, specie, or for articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed.

(6) SECTION 6 OF CONTRACT TERMS AND CONDITIONS. Every party, whether the principal or local agent, shipping explosives or dangerous goods, without previous full written disclosure to the household goods carrier of their nature, shall be liable for and indemnify the household goods carrier against all loss or damage caused by the goods, and the goods may be warehoused at the owner's risk and expense or destroyed without compensation.

(7) SECTION 7 OF CONTRACT TERMS AND CONDITIONS.

(A) The owner or consignee shall pay the freight and all other lawful charges accruing on said property: but, except in those instances where it may lawfully be authorized to do so, no household goods carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading or receipt until all rates and charges have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading or receipt that the household goods carrier shall not make delivery without requiring payment of the charges and the household goods carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for the charges. Where the household goods carrier has been instructed by the shipper or consignor to deliver the property to a consignee other than the shipper or consignor, the consignee shall not be legally liable for transportation charges in respect of the transportation of the property (beyond those billed against him at the time of delivery for

Commissioners Court - Regular Session

15.

Meeting Date: 12/18/2018

ESD Re-Appointment

Submitted For: Larry Madsen

Submitted By: Julia Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on re-appointing Dan Hejl and Irvin (Butch) Miller to the Emergency Service District (ESD) No. 3 Board with their term commencing effective on January 1, 2019 and continuing thereafter until December 31, 2020.

Background

Emergency Services District (ESD) #3 Board Members Dan Hejl and Irvin Miller's terms both expire on December 31, 2018. This consent item is to re-appoint both of them to another 2-year term expiring on December 31, 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Julia Cooper
Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 10:58 AM
Started On: 12/11/2018 04:18 PM

Commissioners Court - Regular Session

16.

Meeting Date: 12/18/2018

ESD Re-Appointment

Submitted For: Larry Madsen

Submitted By: Julia Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on re-appointing Robert Avant and Mike Rinderknecht to the Emergency Service District (ESD) NO. 10 Board with their terms commencing effective on January 1, 2019 and continuing thereafter until December 31, 2020.

Background

Emergency Service District (ESD) NO.10 Board Members Robert Avant and Mike Rinderknecht terms both expire on December 31, 2018. This consent item is to re-appoint them to another 2-year term expiring on December 31, 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julia Cooper

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:02 AM

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

Commissioners Court - Regular Session

17.

Meeting Date: 12/18/2018

ESD 2 2019-2020 reappointments

Submitted For: Terry Cook

Submitted By: Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Thomas Nanninga and Jordan Baltazor to the Emergency Service District (ESD) #2 Board of Commissioners with the term commencing on January 1, 2019 and continuing thereafter until December 31, 2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Baltazor resume](#)

[Nanninga bio](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:22 AM

Started On: 12/13/2018 10:18 AM

Jordan Baltazor

Objective

Serve my community Emergency Service District through my fifteen years of operation, analytic, sales, and consulting background focusing on efficient resource management and strategic planning.

Education

Kansas Wesleyan University, Salina, KS - M.B.A., Business Management

May 2009

Friends University, Wichita, KS – B.S., Organizational Management & Leadership

July 2007

Dodge City Community College, Dodge City, KS – Associate of Arts

December 2005

Experience

Kasasa – Austin, TX

Apr 2011 – Current

- **VP, Executive Client Success Manager**

Jan 2013 – Current

- Advise 'C' level teams at community banking institutions across the country with actionable consumer acquisition and retention strategies to support financial institution growth goals/profitability objectives.
- Create strategies engineered with marketing data, analytics, and market testing to drive new account holder growth, products per household, and overall profitability.
- Annually eclipse revenue growth and sales targets across a portfolio of 50-60 community bank and credit union clients while keeping financial institution profitability and goals at the focus of all contract negotiations.

- **Technical Account Manager**

Apr 2011 – Dec 2012

- Facilitated user acceptance testing by three hundred internal and external beta test users for new financial services product.
- Assisted in developing personal financial management tool available to hundreds of community financial institutions' customers by providing defect guidance and new feature enhancements.
- Provided daily technical guidance for over fifty financial institutions ensuring product quality for thousands of account holders.

Premier Bank - Olathe, KS

Nov 2010 – Apr 2011

- **Cash Management Officer**

- Solidified Cash Management & Treasury Services department by streamlining internal processes and controls.
- Developed relationships with 200+ Cash Management customers through support and cross sales of products and services.

Farmers Bank of Kansas City – Overland Park, KS

Jun 2010 – Nov 2010

- **Retail Operations / Customer Service**

- Developed retail footprint for commercially loan-focused institution.
- Created policies and procedures for transparent branch operations.
- Provided primary support to large treasury and cash management customers.

Sunflower Bank, N.A. – Salina, KS

Sep 2003 – Jun 2010

- **Online Application Specialist**

Jan 2010 – Jun 2010

- Managed development projects including retail & business Internet banking, mobile banking, online account opening, and other cash services processing over \$750 million annually.
- Cultivated lasting vendor relationships, focused on collaborative value for customers and shareholders alike.
- Provided internal and external customer service for bank and non-bank offered products and services.

- **Retail Support Manager**

Jul 2007 – Jan 2010

- Increased department standards and ownership to improve internal and external support through department accountability. Doubled support call volume in 8 months without addition of staff.
- Directed third-party vendor relationships including Internet Banking, Armored Car Services, Merchant Card Processing, and Check Provider. In total, all contracts under management exceed \$2 million per year. Total transaction value of relationships exceeds \$1 billion annually.
- Designed products and services while serving on Product Development Committee. Co-Chair Internet Banking task force charged with revolutionizing customer's online experience.
- Increased net return through process automation and control projects allowing for reallocation of 3 FTE
- Managed internal support department that provided direct support to 500 internal employees and external treasury management customers.

- **Branch Support Specialist - Trainer**

Jan 2007-July 2007

- **Teller Supervisor**

Apr 2005-Jan 2007

- **Customer Service Representative/Security Coordinator**

Jun 2004-Apr 2005

- **Teller**

Sep 2003-Jun 2004

Thomas Nanninga is currently President of Williamson County Emergency Service District. Thom was sworn in on January 7, 2011, since that time he has served at all positions except Treasurer. In an earlier career Mr. Nanninga retired from 21 years service as a Captain with Houston Fire Department.

As president, WilCo ESD #2 has created Long and Short Term goals for vehicles, as well as facilities maintenance. During this time the district has also established an investment plan to strategically manage their tax income, which is realized annually. WilCo ESD#2 is small unincorporated area of approximately 12 square miles from south of RR620 to FM 1431, surrounded by Cities of Round Rock, Austin and Cedar Park. The district will soon open Station #3, near Great Oaks and Sam Bass Rd. while revealing Engine#3.

In addition to his position locally, Mr Nanninga has been a board member of State Association of Fire and Emergency Districts, (SAFE-D), since 2013. He is currently holding position of Membership Chair and Legislation team member.

Commissioners Court - Regular Session

18.

Meeting Date: 12/18/2018

ESD 8 Reappointment for Richard Wilkes

Submitted For: Valerie Covey

Submitted By: Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Richard Wilkes to the Georgetown ESD #8 board with the term to commence immediately and continue until December 31, 2020.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:22 AM

Started On: 12/13/2018 11:02 AM

Commissioners Court - Regular Session

19.

Meeting Date: 12/18/2018

ESD 5 Reappointment for David Bray

Submitted For: Valerie Covey

Submitted By: Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing David Bray to the Jarrell ESD #5 board with the term to commence immediately and continue until December 31, 2020.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:24 AM

Started On: 12/13/2018 09:27 AM

Commissioners Court - Regular Session

20.

Meeting Date: 12/18/2018

ESD 5 Reappointment for Charles Ashby

Submitted For: Valerie Covey

Submitted By: Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Charles Ashby to the Jarrell ESD #5 board with the term to commence immediately and continue until December 31, 2020

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:24 AM

Started On: 12/13/2018 09:37 AM

Commissioners Court - Regular Session

21.

Meeting Date: 12/18/2018

ESD 6 Reappointment for L.D. Cheatheam

Submitted For: Valerie Covey

Submitted By: Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing L.D. Cheatheam to the Weir ESD #6 board with the term to commence immediately and continue until December 31, 2020.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:24 AM

Started On: 12/13/2018 09:43 AM

Commissioners Court - Regular Session

22.

Meeting Date: 12/18/2018

ESD 6 Reappointment for Susie Fontenot

Submitted For: Valerie Covey

Submitted By: Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Susie Fontenot to the Wier ESD #6 board with the term to commence immediately and continue until December 31, 2020.

Background

This is a two year extension on her previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:24 AM

Started On: 12/13/2018 10:08 AM

Commissioners Court - Regular Session

23.

Meeting Date: 12/18/2018

ESD 6 Reappointment for Dave Schumacher

Submitted For: Valerie Covey

Submitted By: Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Dave Schumacher to the Weir ESD #6 board with the term to commence immediately and continue until December 31, 2020.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Debra Babcock
Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:24 AM
Started On: 12/13/2018 09:59 AM

Commissioners Court - Regular Session

24.

Meeting Date: 12/18/2018

ESD 7reappointment of James Daniels

Submitted For: Valerie Covey

Submitted By: Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing James Daniels to the Florence ESD #7 board with the term to commence immediately and continue until December 31, 2020

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:22 AM

Started On: 12/13/2018 10:16 AM

Commissioners Court - Regular Session

25.

Meeting Date: 12/18/2018

ESD 7 Reappointment of Keith Couch

Submitted For: Valerie Covey

Submitted By: Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Keith Couch to the Florence ESD #7 board with the term to commence immediately and continue until December 31, 2020.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:22 AM

Started On: 12/13/2018 10:24 AM

Commissioners Court - Regular Session

26.

Meeting Date: 12/18/2018

ESD 8 Reappointment for Bobby Bunte

Submitted For: Valerie Covey

Submitted By: Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Bobby Bunte to the Georgetown ESD #8 board with the term to commence immediately and continue until December 31, 2020.

Background

This is a two year extension on his previous term.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Debra Babcock
Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:22 AM
Started On: 12/13/2018 10:54 AM

Commissioners Court - Regular Session

27.

Meeting Date: 12/18/2018

Animal Shelter P435 - Change Order 11

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure

Division: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Regional Animal Shelter Expansion Project; Change Order # 11 in the amount of \$21,164.00 to approve funding from within the existing contract for additional electrical, data, millwork and plumbing scopes of work, which was executed by Dale Butler, Williamson County Facilities Director, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded by the Owner's Contingency.

Background

Change Order to fund additional electrical for dishwasher controls, additional data wiring for data outlets, adjustments to millwork at the front desk and hydro jetting existing drain lines to clear construction and other debris. All additional scope was necessary based on RFI's, ASI's, Owner comments and/or Design Team comments to complete the project per the original design intent.

On August 15, 2017, the Williamson County Commissioners Court granted Dale Butler, Williamson County Facilities Director, with general authority to approve change orders for the Agreement for Construction Services with Vaughn Construction in relation to the Williamson County Regional Animal Shelter Expansion Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[AS Change Order 11](#)

[AS CO11 Funds](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Gina Wrehsnig
Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:32 AM
Started On: 12/13/2018 10:15 AM



AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address)
Williamson County
Animal Shelter Expansion
1855 SE Inner Loop
Georgetown, TX 78626

CONTRACT INFORMATION:
Contract For: General Construction

CHANGE ORDER INFORMATION:
Change Order Number: 011

Date: 1/8/18

Date: 12/6/18

OWNER: (Name and address)
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

ARCHITECT: (Name and address)
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

CONTRACTOR: (Name and address)
J.T. Vaughn Construction, LLC
10355 Westpark Drive
Houston, TX 77042

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order No. 11 includes the below listed Vaughn Change Proposals #51-54. For Vaughn Project No. 2491-01.

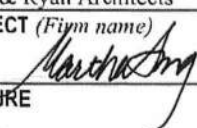
- CP No. 51 - Hydro jetting existing drain lines in H Building
- CP No. 52 - Provide interlocking between EF-2.1 with dishwasher in H Building
- CP No. 53 - Cabling for 9 added Wireless Access Points (WAPs) and 2 Data Ports
- CP No. 54 - Provide Modifying lobby desks to receive PLAM in lieu of drywall and added transaction changes

The original Contract Sum was	\$	9,499,295.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	9,499,295.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	9,499,295.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 3/11/19

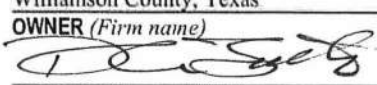
NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Jackson & Ryan Architects
ARCHITECT (Firm name)

SIGNATURE
 Martha Seng
PRINTED NAME AND TITLE
 12/10/18
DATE

J.T. Vaughn Construction, LLC
CONTRACTOR (Firm name)

SIGNATURE
 Mike Simpson
PRINTED NAME AND TITLE
 12/7/2018
DATE

Williamson County, Texas
OWNER (Firm name)

SIGNATURE
 Dale Butler
PRINTED NAME AND TITLE
 12/7/18
DATE



Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	\$7,666,840	\$228,082	\$300,000	\$1,034,210	\$270,163	\$9,499,295	\$9,499,295
1	OCO 1	0	0	\$10,878	(\$10,964)	\$0	\$86	\$0	\$0	\$9,499,295
2	OCO 1	0	0	(\$8,139)	\$8,139	\$0	\$0	\$0	\$0	\$9,499,295
3	OCO 1	0	0	(\$3,945)	\$3,924	\$0	\$21	\$0	\$0	\$9,499,295
4	OCO 1	0	0	\$412	(\$412)	\$0	\$0	\$0	\$0	\$9,499,295
5	OCO 1	0	0	\$11,089	\$0	(\$11,615)	\$143	\$383	\$0	\$9,499,295
OCO 1 Totals		0	0	\$10,295	\$687	(\$11,615)	\$250	\$383	\$0	\$9,499,295
6	OCO 2	0	0	\$1,423	\$0	(\$1,491)	\$18	\$50	\$0	\$9,499,295
7	OCO 2	0	0	\$769	\$0	(\$806)	\$10	\$27	\$0	\$9,499,295
8	OCO 2	0	0	\$3,595	(\$3,640)	\$0	\$45	\$0	\$0	\$9,499,295
9	OCO 2	0	0	\$16,917	(\$17,128)	\$0	\$211	\$0	\$0	\$9,499,295
10	OCO 2	0	0	(\$9,016)	\$9,016	\$0	\$0	\$0	\$0	\$9,499,295
OCO 2 Totals		0	0	\$13,688	(\$11,752)	(\$2,297)	\$284	\$77	\$0	\$9,499,295
11	OCO 3	0	0	\$5,028	\$0	(\$5,201)	\$0	\$173	\$0	\$9,499,295
12	OCO 3	0	0	\$15,199	\$0	(\$15,912)	\$189	\$524	\$0	\$9,499,295
13	OCO 3	0	0	\$825	\$0	(\$853)	\$0	\$28	\$0	\$9,499,295
14	OCO 3	0	0	\$726	\$0	(\$751)	\$0	\$25	\$0	\$9,499,295
15	OCO 3	0	0	\$1,278	(\$1,294)	\$0	\$16	\$0	\$0	\$9,499,295
16	OCO 3	0	0	\$5,085	\$0	(\$5,324)	\$64	\$175	\$0	\$9,499,295
17	OCO 3	0	0	\$4,752	\$0	(\$4,975)	\$59	\$164	\$0	\$9,499,295
OCO 3 Totals		0	0	\$32,893	(\$1,294)	(\$33,016)	\$328	\$1,089	\$0	\$9,499,295
18	OCO 4	0	0	\$225	\$0	(\$233)	\$0	\$8	\$0	\$9,499,295
19	OCO 4	0	0	\$1,037	(\$1,050)	\$0	\$13	\$0	\$0	\$9,499,295
20	OCO 4	0	0	\$9,202	\$0	(\$9,634)	\$115	\$317	\$0	\$9,499,295
21	OCO 4	0	0	\$90	\$0	(\$93)	\$0	\$3	\$0	\$9,499,295
OCO 4 Totals		0	0	\$10,554	(\$1,050)	(\$9,960)	\$128	\$328	\$0	\$9,499,295
22	OCO 5	0	0	\$5,251	\$0	(\$5,432)	\$0	\$181	\$0	\$9,499,295
23	OCO 5	0	0	\$7,574	\$0	(\$7,934)	\$95	\$265	\$0	\$9,499,295
24	OCO 5	0	0	\$1,778	\$0	(\$1,839)	\$0	\$61	\$0	\$9,499,295
25	OCO 5	0	0	\$2,525	\$0	(\$2,612)	\$0	\$87	\$0	\$9,499,295
26	OCO 5	0	0	\$5,392	(\$5,392)	\$0	\$0	\$0	\$0	\$9,499,295
OCO 5 Totals		0	0	\$22,520	(\$5,392)	(\$17,817)	\$95	\$594	\$0	\$9,499,295
27	OCO 6	0	0	\$5,371	\$0	(\$5,594)	\$38	\$185	\$0	\$9,499,295
28	OCO 6	0	0	\$605	(\$613)	\$0	\$8	\$0	\$0	\$9,499,295
29	OCO 6	0	0	\$3,651	\$0	(\$3,823)	\$46	\$126	\$0	\$9,499,295
30	OCO 6	0	0	\$8,173	(\$8,275)	\$0	\$102	\$0	\$0	\$9,499,295
31	OCO 6	0	0	\$2,824	(\$2,859)	\$0	\$35	\$0	\$0	\$9,499,295
OCO 6 Totals		0	0	\$20,624	(\$11,747)	(\$9,417)	\$229	\$311	\$0	\$9,499,295
32	OCO 7	0	0	\$2,970	\$0	(\$3,072)	\$0	\$102	\$0	\$9,499,295
33	OCO 7	0	0	\$165	(\$165)	\$0	\$0	\$0	\$0	\$9,499,295
34	OCO 7	0	0	\$4,027	\$0	(\$4,166)	\$0	\$139	\$0	\$9,499,295
35	OCO 7	0	0	\$6,565	\$0	(\$6,791)	\$0	\$226	\$0	\$9,499,295
37	OCO 7	0	0	\$1,465	(\$1,465)	\$0	\$0	\$0	\$0	\$9,499,295
38	OCO 7	0	0	\$3,263	(\$3,263)	\$0	\$0	\$0	\$0	\$9,499,295
39	OCO 7	0	0	\$2,140	(\$2,140)	\$0	\$0	\$0	\$0	\$9,499,295
41	OCO 7	0	0	\$5,965	(\$5,965)	\$0	\$0	\$0	\$0	\$9,499,295
OCO 7 Totals		0	0	\$26,560	(\$12,998)	(\$14,029)	\$0	\$467	\$0	\$9,499,295
36	OCO 8	0	0	\$3,718	(\$3,718)	\$0	\$0	\$0	\$0	\$9,499,295
40	OCO 8	5	0	\$17,336	(\$8,972)	(\$8,725)	\$70	\$291	\$0	\$9,499,295
42	OCO 8	0	0	\$5,831	(\$5,831)	\$0	\$0	\$0	\$0	\$9,499,295
OCO 8 Totals		0	0	\$26,885	(\$18,521)	(\$8,725)	\$70	\$291	\$0	\$9,499,295
43	OCO 9	0	0	\$9,625	(\$9,625)	\$0	\$0	\$0	\$0	\$9,499,295
44	OCO 9	0	0	\$1,770	(\$1,770)	\$0	\$0	\$0	\$0	\$9,499,295
45	OCO 9	0	0	\$6,565	(\$6,565)	\$0	\$0	\$0	\$0	\$9,499,295
OCO 9 Totals		0	0	\$17,960	(\$17,960)	\$0	\$0	\$0	\$0	\$9,499,295
46	OCO 10	0	0	\$1,897	(\$1,897)	\$0	\$0	\$0	\$0	\$9,499,295
48	OCO 10	0	0	\$8,580	(\$8,580)	\$0	\$0	\$0	\$0	\$9,499,295
49	OCO 10	0	0	\$2,826	(\$2,826)	\$0	\$0	\$0	\$0	\$9,499,295
50	OCO 10	0	0	\$2,076	\$0	(\$2,148)	\$0	\$72	\$0	\$9,499,295
OCO 10 Totals		0	0	\$15,379	(\$13,303)	(\$2,148)	\$0	\$72	\$0	\$9,499,295
51		0	0	\$13,006	\$0	(\$13,455)	\$0	\$449	\$0	\$9,499,295
52		0	0	\$952	\$0	(\$985)	\$0	\$33	\$0	\$9,499,295
53	Allowance	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,499,295
54		0	0	\$6,500	\$0	(\$6,724)	\$0	\$224	\$0	\$9,499,295
OCO 11 Totals		0	0	\$20,458	\$0	(\$21,164)	\$0	\$706	\$0	\$9,499,295
47		0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,499,295
Current Amounts		5	0	\$7,884,656	\$134,752	\$169,812	\$1,035,594	\$274,481	\$9,499,295	\$9,499,295



1855 SE Inner Loop
ATTN: Vaughn
Construction
Georgetown, TX
78626

T: (210) 328-0193

November 29, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0051

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide hydro jetting existing drain lines in H Building to remove debris for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "Tom Morrill", written in a cursive style.

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0051

QUOTATION :

Item	Labor	Materials	Subs	Total
hydro jetting existing drain lines in H Building to remove debris	\$0.00	\$0.00	\$13,006.00	\$13,006.00
CM Fee	\$0.00	\$449.00	\$0.00	\$449.00
To be funded by Owners Contingency	\$0.00	\$(13,455.00)	\$0.00	\$(13,455.00)

Totals	\$0.00	\$(13,006.00)	\$13,006.00	\$0.00
	Insurance, Tax, Benefits on Labor			\$0.00
	Overhead			\$0.00
	Fee on Subs			\$0.00
	Fee on JTV			\$0.00
	Bond			\$0.00
	Remodel Tax			\$0.00

	TOTAL			\$0.00
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TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 11/29/2018

Accepted

VAUGHN CONSTRUCTION

By: _____

By: 

Thomas Morrill

Date _____

Proposal Valid for 10 Days

Change Order - Cover Sheet

SUBCONTRACTOR

COPPERA LLC

Company Name

421 Talbot St, Taylor, Tx 76574

Address

October 18, 2018

Date

012

Change Proposal No. #

311 - Williamson County Animal Shelter

Project Name

Vaughn Construction

Customer Name

DESCRIPTION OF WORK:

1 Run hydro jetter through catch basin p-traps to remove grout and debris causing blockage. Inspection with a camera to show all debris has been removed. Hydro jet sewer drains for all three kennels. Clean out all construction debris in drain. Follow up with video recording to ensure sewer drains are clear. Debris found was concrete/grout, wood chunks epoxy resin and build up, screws and nails. All work in H-Bldg.

EXCLUSIONS

All Change Orders are Subject to price Changes After 2 Weeks

THE BREAKDOWN OF PROPOSED COSTS FOR THIS CHANGE PROPOSAL IS AS FOLLOWS:

A. For self-performed work:			
1. Cost of Materials & Supplies ----->		\$	-
2. Cost of Equipment ----->		\$	-
3. Cost of Labor ----->		\$	240.00
4. Labor Burden ----->	53%	\$	127.20
5. Other Total		\$	31.20
5. Subtotal ----->		\$	398.40
6. Mark-Up ----->	10%	\$	39.84
7. Subtotal			\$ 438.24
B. 8. Total Cost for Subcontractors (from attached form)		\$	6,250.00
9. Mark-Up (Verify in Contract)	5%	\$	312.50
10. Subtotal of Lines 8 & 9			\$ 6,562.50
C. Bonding			
11. Cost of Performance & Payment Bonds (if Change Order only)	3%	<i>apply as needed</i>	\$ 210.02
(Subtotal of Lines 7, 10 and 11) TOTAL VALUE OF PROPOSAL			\$ 7,210.76

D.	Request	1	calander day(s) to be added to contract time for this change.
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E.	Total HUB percentage for this Change Proposal is	100%
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Matthew Ponder

Signature (COPPERA, LLC)

Signature (Customer)



S & D PLUMBING
 P.O. Box 1376
 421 Talbot
 Taylor, TX 76574
 (512) 365-8866
 Samuel Dowdy, Sr.
 Master License #M-11671
 info@sanddplumbing.com
 www.sanddplumbing.com

BILL TO
 Coppera, LLC
 421 Talbot Street
 Taylor, TX 76574 USA

INVOICE 23142382	INVOICE DATE Oct 12, 2018
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JOB ADDRESS
 Coppera Co-Williamson Co Animal Shelter
 1855 Southeast Inner Loop
 Georgetown, TX 78626 USA

Completed Date: 10/12/2018
Technician: Jess Shaw

DESCRIPTION OF WORK

PO#311-417
 Ran hydro jetter through catch basin p-trap to remove debris causing blockage. Was able to remove grout, concrete from p-trap allowing sewer system to drain. Followed with camera inspection to show all debris had been removed, still minor amount of concrete and debris in drain line need to continue hydro jetting for another hour to completely remove everything sewer line will drain fine for time being.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
DC056	Hydro Jetter per Hour after Task DC055: Hydro Jetter per Hour after Task DC055 (Commercial or Residential)	5.00	\$425.00	\$2,125.00

SUB-TOTAL	\$2,125.00
TAX 0%	\$0.00
TOTAL DUE	\$2,125.00
BALANCE DUE	\$2,125.00

Texas State Board of Plumbing
 PO Box 4200, Austin, TX 78765
 Phone: 800-845-6584

CUSTOMER AUTHORIZATION

I hereby authorize the work to be done as described above.



S & D PLUMBING
 P.O. Box 1376
 421 Talbot
 Taylor, TX 76574
 (512) 365-8866
 Samuel Dowdy, Sr.
 Master License #M-11671
 info@sanddplumbing.com
 www.sanddplumbing.com

BILL TO
 Coppera, LLC
 421 Talbot Street
 Taylor, TX 76574 USA

INVOICE 23142382	INVOICE DATE Oct 12, 2018
----------------------------	-------------------------------------

JOB ADDRESS
 Coppera Co-Williamson Co Animal Shelter
 1855 Southeast Inner Loop
 Georgetown, TX 78626 USA

Completed Date: 10/17/2018
Technician: Christopher Martinez
Technician: Jess Shaw

DESCRIPTION OF WORK

PO#311-417
 10/11/ 18 - Ran hydro jetter through catch basin p-trap to remove debris causing blockage. Was able to remove grout, concrete from p-trap allowing sewer system to drain. Followed with camera inspection to show all debris had been removed, still minor amount of concrete and debris in drain line need to continue hydro jetting for another hour to completely remove everything sewer line will drain fine for time being.

10/16/18 -hydro jetted sewer drains for all three kennels. Found major construction debris in drains (see pictures) after debris was removed from kennel sewer lines followed with camera and recorded video to ensure sewer drain were clear.
 Debris found was concrete/grout, wood chucks, epoxy resin and build up, screws and nails.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
DC056	Hydro Jetter per Hour after Task DC055: Hydro Jetter per Hour - discounted	11.00	\$375.00	\$4,125.00

SUB-TOTAL	\$4,125.00
TAX 0%	\$0.00
TOTAL DUE	\$4,125.00
BALANCE DUE	\$4,125.00

Texas State Board of Plumbing
 PO Box 4200, Austin, TX 78765
 Phone: 800-845-6584

CUSTOMER AUTHORIZATION

Change Order - Cover Sheet

SUBCONTRACTOR

COPPERA LLC

Company Name

421 Talbot St, Taylor, Tx 76574

Address

November 6, 2018

Date

014

Change Proposal No. #

311 - Williamson County Animal Shelter

Project Name

Vaughn Construction

Customer Name

DESCRIPTION OF WORK:

1 Hydro jet 12 floor drains in H-bldg. Used drain cleaner and auger in 2 floor drains in Stray Dogs Room 200 to attempt to break up the resin buildup. Provided picture documentation.

EXCLUSIONS

****All Change Orders are Subject to price Changes After 2 Weeks****

THE BREAKDOWN OF PROPOSED COSTS FOR THIS CHANGE PROPOSAL IS AS FOLLOWS:

A. For self-performed work:			
1. Cost of Materials & Supplies ----->	\$	-	
2. Cost of Equipment ----->	\$	-	
3. Cost of Labor ----->	\$	62.36	
4. Labor Burden ----->	53%	\$	33.05
5. Other Total	\$	8.11	
5. Subtotal ----->	\$	103.52	
6. Mark-Up ----->	10%	\$	10.35
7. Subtotal			\$ 113.87
B. 8. Total Cost for Subcontractors (from attached form)	\$	5,250.00	
9. Mark-Up (Verify in Contract)	5%	\$	262.50
10. Subtotal of Lines 8 & 9			\$ 5,512.50
C. Bonding			
11. Cost of Performance & Payment Bonds (if Change Order only)	3%	apply as needed	\$ 168.79
(Subtotal of Lines 7, 10 and 11) TOTAL VALUE OF PROPOSAL			\$ 5,795.16

D.	Request	1	calander day(s) to be added to contract time for this change.
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E.	Total HUB percentage for this Change Proposal is	100%
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Matthew Ponder

Signature (COPPERA, LLC)

Signature (Customer)



S & D PLUMBING
 P.O. Box 1376
 421 Talbot
 Taylor, TX 76574
 (512) 365-8866
 Samuel Dowdy, Sr.
 Master License #M-11671
 info@sanddplumbing.com
 www.sanddplumbing.com

BILL TO
 Coppera, LLC
 421 Talbot Street
 Taylor, TX 76574 USA

INVOICE 23274691	INVOICE DATE Nov 02, 2018
----------------------------	-------------------------------------

JOB ADDRESS
 Coppera Co-Williamson Co Animal Shelter
 1855 Southeast Inner Loop
 Georgetown, TX 78626 USA

Completed Date: 11/5/2018
Technician: Jess Shaw

DESCRIPTION OF WORK

PO 311-425

11-2-18

Was able to hydro jet through 7 drains all in rabies contamination center. All drains were running clear.

11-5-18

Hydro jetted remainder of floor drains total of 12 floor drains. Ten of the 12 are draining properly; there were two drains that were unable to be cleared - floor drain in back left and back right dog kennel area. Could not get camera down the drains to make further determination, however it is suspected that they are full of resin. Used drain cleaner & auger in attempt to break up the resin - was not successful. Note that the back left floor drain is on a branch line that the auger and hydro jetter will not make the turn,

Note: due to type of floor drains, the camera would not make the turn to check any of the lines that were running clear.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
DC039	Best Value- Commercial Hydrojet- Up to 2 hrs: Hydrojetting, per hour with video and/or pictures - up to 16 hours for 9 floor drains.	14.00	\$375.00	\$5,250.00

SUB-TOTAL \$5,250.00

TAX 0% \$0.00

TOTAL DUE \$5,250.00

BALANCE DUE **\$5,250.00**

Texas State Board of Plumbing
PO Box 4200, Austin, TX 78765
Phone: 800-845-6584

CUSTOMER AUTHORIZATION

I hereby authorize the work to be done as described above.

Sign here

Date 11/2/2018

CUSTOMER ACKNOWLEDGEMENT

Terms: Due upon completion

We thank you for your business!

Sign here

Date 11/2/2018



1855 SE Inner Loop
ATTN: Vaughn
Construction
Georgetown, TX
78626

T: (210) 328-0193

November 29, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0052

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide provide interlocking between EF-2.1 with dishwasher in H Building for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "Tom Morrill", written in a cursive style.

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0052

QUOTATION :

Item	Labor	Materials	Subs	Total
provide interlocking between EF-2.1 with dishwasher in H Building	\$0.00	\$0.00	\$952.00	\$952.00
CM Fee	\$0.00	\$33.00	\$0.00	\$33.00
To be funded by Owners Contingency	\$0.00	\$(985.00)	\$0.00	\$(985.00)

Totals	\$0.00	\$(952.00)	\$952.00	\$0.00
	Insurance, Tax, Benefits on Labor			\$0.00
	Overhead			\$0.00
	Fee on Subs			\$0.00
	Fee on JTV			\$0.00
	Bond			\$0.00
	Remodel Tax			\$0.00
	TOTAL			\$0.00

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 11/29/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: 

Thomas Morrill

Proposal Valid for 10 Days

Harkins Company

Mechanical Contractor

(512) 281-5577 Fax (512) 281-5588

618 Hwy 95 N Elgin, Texas 78621

TACLA27076C M39024

Change Order Proposal - 06

November 7, 2018

Vaughn Construction
Attn: Thomas Morrill

Project: Wilco Animal Shelter

Harkins Company submits this change order proposal to provide interlocking between EF-2.1 with the dishwasher in the kennel building. See attached scope from Automated Logic for more detailed SOW.

2nd Tier - Controls \$865.00

Subtotal: \$865.00

OH&P (10%): \$ 86.50

TOTAL COST: \$951.50

BUILDING AUTOMATION SYSTEM PROPOSAL

Prepared for: **Wilco Animal Shelter**
Dishwasher/Exhaust Fan Interlock

Date: 11-7-2018

Attn: **JD Harkins**
Harkins

Prepared By: **Dan Yerges**
M (512) 284-2883
Dan.yerges@automatedlogic.com

Thank you for the opportunity to provide this proposal for Interlocking Exhaust Fan EF-2.1 with the dishwasher in the Kennel building at Wilco Animal Shelter. The scope of work (SOW) is detailed below: Automated Logic will provide Wiring , conduits and associated labor to interlock exhaust fan EF-2.1 with the dishwasher in the Kennel building at Wilco Animal Shelter.

Scope of Work

Specifically, for this project Automated Logic will:

1. Furnish and Install associated control wiring and conduit for the interlock of the dishwasher and EF-2.1.
2. Programming, Graphics, Checkout and Commission of interlock between the dishwasher and EF-2.1.

Proposal Pricing:

<u>Item</u>	<u>Description</u>	<u>Value</u>
1.	Price for the above scope of work	\$ 865.00

Scope Exclusions & Clarifications

Exclusions:

- Programming of any third party controllers.
- Systems Outside Scope Area.
- Interlock control wiring and monitoring of fire, smoke and fire/smoke dampers (By division 23 and/or division 26)
- Furnishing, mounting and wiring of duct mounted smoke detectors
- Testing and balancing (T&B) services.
- Trenching for the burial of conduit and wire.
- Wiring 120 volts and above such as power to control panels.
- Motor Starters, disconnects, & variable frequency drives (VFD's)
- Disconnects, starters, and variable frequency drives (VFD's).
- Manual volume dampers, fire dampers, fire and smoke dampers or their installation
- All manual shut off valves.
- Thermometers and gauges.
- Installation of ALC furnished control valves, wells, hot taps, shutoff valves & pipe fittings required to install water flow switches
- Installation of ALC furnished material unless explicitly included in SOW above.
- Cutting, patching and painting and any building penetrations.

Austin TX

- Labor for 3rd party commissioning unless included in above scope.
- Permits, fees, or performance and payment bonds.
- We exclude the factory mounting cost per the pans and specifications for the terminal units
 - Provide calibrate and install the airflow sensors
 - Provide and install a 24 VAC power supply for each terminal unit.
 - Mount the terminal unit damper motor furnished by Automated Logic.
- Labor for 3rd Party Commissioning unless indicated in above scope.
- Dedicated broad band access service
- Bonds (unless specified on Proposal Price)
- Sales Tax.

Clarifications:

- ALC will need Trane on site to commission the BACNET communication between the two systems.
- Pricing in this proposal is based on labor during normal business hours.
- This proposal is subject to the attached TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC.

Thank you for your consideration of Automated Logic for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Dan Yerges
Automated Logic
M: 512-284-2883
Dan.yerges@automatedlogic.com

This Proposal is hereby accepted per The attached terms & conditions:

CUSTOMER:

Automated Logic:

Customer Name

Customer Name

Signature Date

Signature Date

Title

Title

TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC.

- 1. PAYMENT AND TAXES**— Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered.
- 2. SCOPE OF WORK/EXCLUSIONS** — Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this proposal will be billed at our scheduled rates.
- 3. EXTRAS** — Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.
- 4. EMERGENCY SERVICE WORK** — If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.
- 5. SHIPMENT/PARTIAL SHIPMENT/RETURNS**— All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
- 6. DELAYS**—Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.
- 7. WARRANTY**—Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date of acceptance. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8. WORKING HOURS** — All services performed under this Agreement including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.
- 9. CHANGE ORDERS/ADDITIONAL WORK**— Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.
- 10. CUSTOMER RESPONSIBILITIES** — Customer shall: provide safe and reasonable access to the job site and equipment being serviced, and a safe work environment; keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the

Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.

- 11. LIMITATION OF LIABILITY**— Under no circumstances shall Automated Logic be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.
- 12. CUSTOMER TERMINATION FOR DEFAULT** — Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within 30 days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.
- 13. AUTOMATED LOGIC TERMINATION**—Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.
- 14. CLAIMS / ALC EMPLOYEES**— Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. The Customer acknowledges that ALC's employees are valuable assets to ALC. During the Term of this Agreement or one hundred eighty (180) days thereafter, if Customer hires an ALC employee who worked at the Customer's facility at any time, the Customer agrees to 1) pay ALC an amount equal to 12 months' salary for such employee, and 2) reimburse ALC for all costs associated with any training ALC provided to such employee.
- 15. GOVERNMENT PROCUREMENTS**—
 - (a) COMMERCIAL ITEMS** The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.
 - (b) WHERE AUTOMATED LOGIC IS SUBCONTRACTOR** Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARS), DFARS, CFRs, or any other federal government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Carrier refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."
- 16. HAZARDOUS MATERIALS**—If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.
- 17. OCCUPATIONAL SAFETY AND HEALTH** — Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.
- 18. ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION**— This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Automated Logic's prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.
- 19. CUSTOMER CONSENT** - Customer consents and agrees that Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.
- 20. FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

August 2015



1855 SE Inner Loop
ATTN: Vaughn
Construction
Georgetown, TX
78626

T: (210) 328-0193

December 06, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0053

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Cabling for 9 added Wireless Access Points (WAPs) and 2 Data Ports for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "Tom Morrill", written over a light blue horizontal line.

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0053

QUOTATION :

Item	Labor	Materials	Subs	Total
Cabling for 9 added Wireless Access Points (WAPs) and 2 Data Ports	\$0.00	\$0.00	\$2,796.00	\$2,796.00
To be funded by Data/Security Allowance	\$0.00	\$(2,796.00)	\$0.00	\$(2,796.00)

Totals	\$0.00	\$(2,796.00)	\$2,796.00	\$0.00
---------------	--------	--------------	------------	--------

Insurance, Tax, Benefits on Labor \$0.00

Overhead \$0.00

Fee on Subs \$0.00

Fee on JTV \$0.00

Bond \$0.00

Remodel Tax \$0.00

TOTAL **\$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 12/6/2018

Accepted

VAUGHN CONSTRUCTION

By: _____


By: _____

Thomas Morrill

Date _____

Proposal Valid for 10 Days



Big State Electric, LTD.

7101 Burleson Road
Austin, TX 78744
Ph: (512) 385-6160

CHANGE PROPOSAL

Date: 12/03/18

Recipient Information

To: J.T. Vaughn Construction, LLC.
Attention: Doug Boram
Address: 10355 Westpark Drive
Houston, Texas 77042-5312

Phone: (210) 328-0193
Fax: () -

Project Information

Project Name: WILCO Animal Shelter
Project Number: 249101-0036

Change Proposal Detail

Proposal Number: 1
Total Cost: \$2,796
Extension Period: 5 days
Description: Wireless Access Points

We are pleased to offer you change proposal pricing on WILCO Animal Shelter, project number 249101-0036. The proposed changes are as follows:

<p>Cabling for 9 Wireless Access Points (WAP's) and 2 - (2) Data not shown on the original drawings.</p>
--

The changes listed above are hereafter referred to as Change Proposal Number 1. We need approval for this proposal by December 17, 2018 in order to maintain the project schedule.

Qualifications:

- 1) This quote is good for 15 days from the date referenced above.
- 2) All exclusions and modifications to the base contract are applicable to this change.

Please call me with any questions.

Robert Ramirez, RCDD
Big State Electric, Ltd.



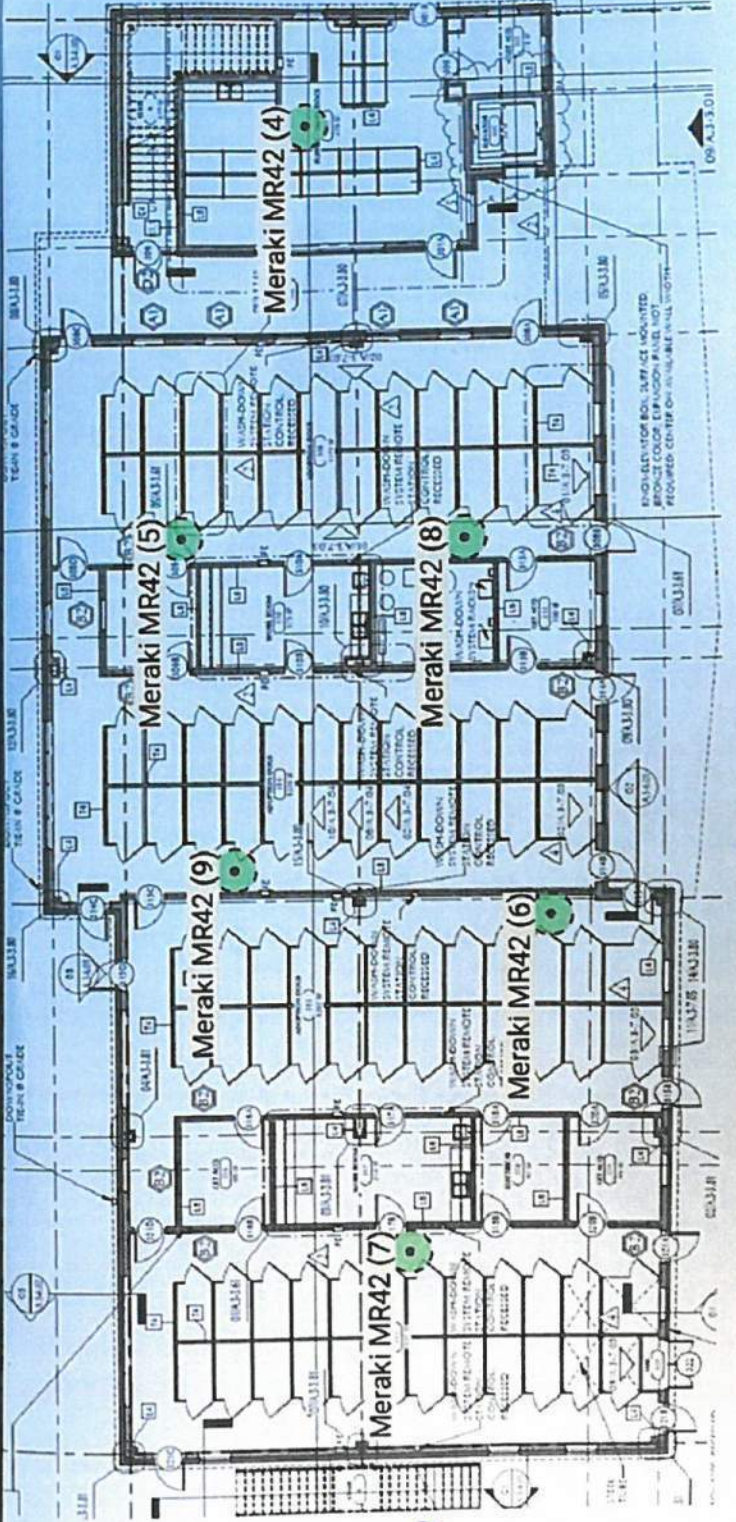
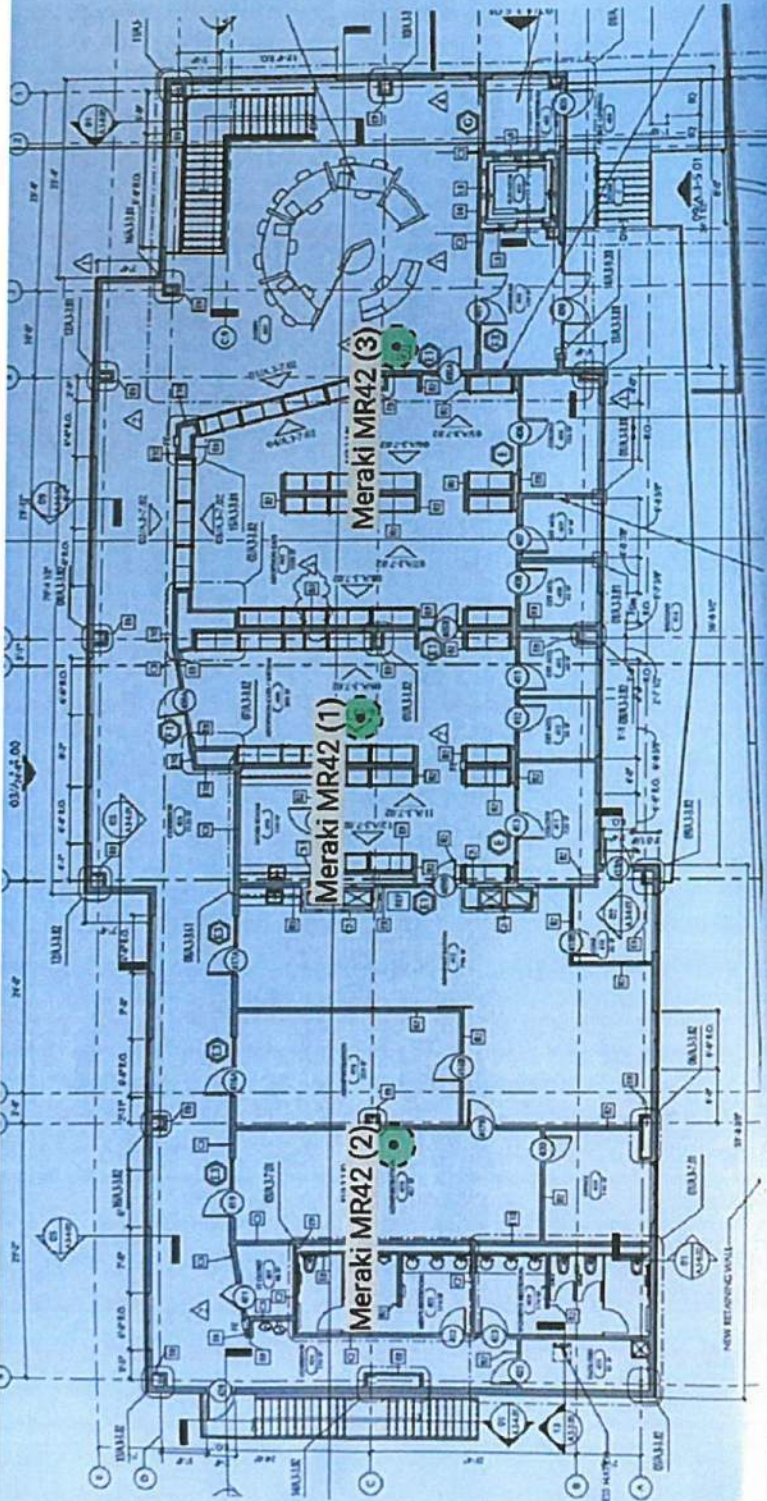
Big State Electric, LTD.

7101 Burleson Road
Austin, TX 78744
Ph: (512) 385-6160

CHANGE PROPOSAL CALCULATION

WILCO Animal Shelter / 249101-0036
Change Proposal: Number 1
12/03/18
Page 2 of 2

Material Cost		\$1,446		
Material Tax @	0.00%	\$0		
Total Material Cost		\$1,446	→	\$1,446
Labor Hours		23.5		
Safety Hours @	0.00%	0.0		
Project Cleanup Hours @	0.00%	0.0		
Total Electrician Hours		23.5		
Electrician Rate/Hour	\$42.00		\$985	
Guarantee Hours @	0.00%	0.00		
Supervision Hours @	0.00%	0.00		
Total Supervision Hours		0.00		
Supervisor Rate/Hour	\$60.00		\$0	
As-builts Hours @	0.00%	0.00		
Estimating Hours @	0.00%	0.00		
Total Estimating Hours		0.00		
Estimator Rate/Hour	\$63.00		\$0	
Subtotal - Labor			\$985	
Labor Burden @	0.00%		\$0	
Total Labor Cost			\$985	→
Subtotal - Material & Labor				\$2,431
Overhead @	15.00%			\$365
Subtotal				\$2,796
Change Fee @	0.00%			\$0
Subtotal				\$2,796
Subcontractor Quote			\$0	
Subcontractor Markup @	0.00%		\$0	
Total Subcontractor			\$0	→
Bond Fee @	0.00%			\$0
Total Change Proposal Fee				<u>\$2,796</u>



9065



1855 SE Inner Loop
ATTN: Vaughn
Construction
Georgetown, TX
78626

T: (210) 328-0193

December 06, 2018

John Benham
Jackson & Ryan Architects
2370 Rice Boulevard, Suite 210
Houston, TX 77005

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0054

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Modifying lobby desks to receive PLAM in lieu of drywall and added transaction changes per Owners Walk on 11.28.18 for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "Tom Morrill", written in a cursive style.

Thomas Morrill

Attachments:

CC:

FORM B

PROJECT: Animal Shelter Expansion

CHANGE PROPOSAL NO: 249101-0054

QUOTATION :

Item	Labor	Materials	Subs	Total
Modifying lobby desks to receive PLAM in lieu of drywall and added transaction changes	\$0.00	\$0.00	\$6,500.00	\$6,500.00
CM Fee	\$0.00	\$224.00	\$0.00	\$224.00
To be funded by Owners Contingency	\$0.00	\$(6,724.00)	\$0.00	\$(6,724.00)

Totals	\$0.00	\$(6,500.00)	\$6,500.00	\$0.00
	Insurance, Tax, Benefits on Labor			\$0.00
	Overhead			\$0.00
	Fee on Subs			\$0.00
	Fee on JTV			\$0.00
	Bond			\$0.00
	Remodel Tax			\$0.00
	TOTAL			\$0.00

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 12/6/2018

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

Thomas Morrill
By: _____
Thomas Morrill

Proposal Valid for 10 Days



HOUSTON
3413 E. Greenridge Drive
Houston, TX 77057
713.783.7780

AUSTIN
4717 Priem Lane, Suite 102
Pflugerville, TX 78660
512.969.5011

DALLAS
1203 Executive Drive East
Richardson, TX 75081
972.239.6060

Proposed Change Order

PCO Number: 3616-004

PCO Date: Dec 4, 2018

To:

Vaughn Construction
P. O. Box 4119
Austin, TX 78765

Job Information:

J3616 - Wilco Animal Shelter

Description of Work
<i>Plam on Reception Desk</i> Adding PLAM to Reception desk instead of Drywall

Description	Price
Modifying lobby desk to receive PLAM in lieu of drywall and added transaction changes per Owners walk on 11.28.18	6,500.00
Total	\$6,500.00



Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2491.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	\$7,666,840	\$228,082	\$300,000	\$1,034,210	\$270,163	\$9,499,295	\$9,499,295
1	OCO 1	0	0	\$10,878	(\$10,964)	\$0	\$86	\$0	\$0	\$9,499,295
2	OCO 1	0	0	(\$8,139)	\$8,139	\$0	\$0	\$0	\$0	\$9,499,295
3	OCO 1	0	0	(\$3,945)	\$3,924	\$0	\$21	\$0	\$0	\$9,499,295
4	OCO 1	0	0	\$412	(\$412)	\$0	\$0	\$0	\$0	\$9,499,295
5	OCO 1	0	0	\$11,089	\$0	(\$11,615)	\$143	\$383	\$0	\$9,499,295
OCO 1 Totals		0	0	\$10,295	\$687	(\$11,615)	\$250	\$383	\$0	\$9,499,295
6	OCO 2	0	0	\$1,423	\$0	(\$1,491)	\$18	\$50	\$0	\$9,499,295
7	OCO 2	0	0	\$769	\$0	(\$806)	\$10	\$27	\$0	\$9,499,295
8	OCO 2	0	0	\$3,595	(\$3,640)	\$0	\$45	\$0	\$0	\$9,499,295
9	OCO 2	0	0	\$16,917	(\$17,128)	\$0	\$211	\$0	\$0	\$9,499,295
10	OCO 2	0	0	(\$9,016)	\$9,016	\$0	\$0	\$0	\$0	\$9,499,295
OCO 2 Totals		0	0	\$13,688	(\$11,752)	(\$2,297)	\$284	\$77	\$0	\$9,499,295
11	OCO 3	0	0	\$5,028	\$0	(\$5,201)	\$0	\$173	\$0	\$9,499,295
12	OCO 3	0	0	\$15,199	\$0	(\$15,912)	\$189	\$524	\$0	\$9,499,295
13	OCO 3	0	0	\$825	\$0	(\$853)	\$0	\$28	\$0	\$9,499,295
14	OCO 3	0	0	\$726	\$0	(\$751)	\$0	\$25	\$0	\$9,499,295
15	OCO 3	0	0	\$1,278	(\$1,294)	\$0	\$16	\$0	\$0	\$9,499,295
16	OCO 3	0	0	\$5,085	\$0	(\$5,324)	\$64	\$175	\$0	\$9,499,295
17	OCO 3	0	0	\$4,752	\$0	(\$4,975)	\$59	\$164	\$0	\$9,499,295
OCO 3 Totals		0	0	\$32,893	(\$1,294)	(\$33,016)	\$328	\$1,089	\$0	\$9,499,295
18	OCO 4	0	0	\$225	\$0	(\$233)	\$0	\$8	\$0	\$9,499,295
19	OCO 4	0	0	\$1,037	(\$1,050)	\$0	\$13	\$0	\$0	\$9,499,295
20	OCO 4	0	0	\$9,202	\$0	(\$9,634)	\$115	\$317	\$0	\$9,499,295
21	OCO 4	0	0	\$90	\$0	(\$93)	\$0	\$3	\$0	\$9,499,295
OCO 4 Totals		0	0	\$10,554	(\$1,050)	(\$9,960)	\$128	\$328	\$0	\$9,499,295
22	OCO 5	0	0	\$5,251	\$0	(\$5,432)	\$0	\$181	\$0	\$9,499,295
23	OCO 5	0	0	\$7,574	\$0	(\$7,934)	\$95	\$265	\$0	\$9,499,295
24	OCO 5	0	0	\$1,778	\$0	(\$1,839)	\$0	\$61	\$0	\$9,499,295
25	OCO 5	0	0	\$2,525	\$0	(\$2,612)	\$0	\$87	\$0	\$9,499,295
26	OCO 5	0	0	\$5,392	(\$5,392)	\$0	\$0	\$0	\$0	\$9,499,295
OCO 5 Totals		0	0	\$22,520	(\$5,392)	(\$17,817)	\$95	\$594	\$0	\$9,499,295
27	OCO 6	0	0	\$5,371	\$0	(\$5,594)	\$38	\$185	\$0	\$9,499,295
28	OCO 6	0	0	\$605	(\$613)	\$0	\$8	\$0	\$0	\$9,499,295
29	OCO 6	0	0	\$3,651	\$0	(\$3,823)	\$46	\$126	\$0	\$9,499,295
30	OCO 6	0	0	\$8,173	(\$8,275)	\$0	\$102	\$0	\$0	\$9,499,295
31	OCO 6	0	0	\$2,824	(\$2,859)	\$0	\$35	\$0	\$0	\$9,499,295
OCO 6 Totals		0	0	\$20,624	(\$11,747)	(\$9,417)	\$229	\$311	\$0	\$9,499,295
32	OCO 7	0	0	\$2,970	\$0	(\$3,072)	\$0	\$102	\$0	\$9,499,295
33	OCO 7	0	0	\$165	(\$165)	\$0	\$0	\$0	\$0	\$9,499,295
34	OCO 7	0	0	\$4,027	\$0	(\$4,166)	\$0	\$139	\$0	\$9,499,295
35	OCO 7	0	0	\$6,565	\$0	(\$6,791)	\$0	\$226	\$0	\$9,499,295
37	OCO 7	0	0	\$1,465	(\$1,465)	\$0	\$0	\$0	\$0	\$9,499,295
38	OCO 7	0	0	\$3,263	(\$3,263)	\$0	\$0	\$0	\$0	\$9,499,295
39	OCO 7	0	0	\$2,140	(\$2,140)	\$0	\$0	\$0	\$0	\$9,499,295
41	OCO 7	0	0	\$5,965	(\$5,965)	\$0	\$0	\$0	\$0	\$9,499,295
OCO 7 Totals		0	0	\$26,560	(\$12,998)	(\$14,029)	\$0	\$467	\$0	\$9,499,295
36	OCO 8	0	0	\$3,718	(\$3,718)	\$0	\$0	\$0	\$0	\$9,499,295
40	OCO 8	5	0	\$17,336	(\$8,972)	(\$8,725)	\$70	\$291	\$0	\$9,499,295
42	OCO 8	0	0	\$5,831	(\$5,831)	\$0	\$0	\$0	\$0	\$9,499,295
OCO 8 Totals		0	0	\$26,885	(\$18,521)	(\$8,725)	\$70	\$291	\$0	\$9,499,295
43	OCO 9	0	0	\$9,625	(\$9,625)	\$0	\$0	\$0	\$0	\$9,499,295
44	OCO 9	0	0	\$1,770	(\$1,770)	\$0	\$0	\$0	\$0	\$9,499,295
45	OCO 9	0	0	\$6,565	(\$6,565)	\$0	\$0	\$0	\$0	\$9,499,295
OCO 9 Totals		0	0	\$17,960	(\$17,960)	\$0	\$0	\$0	\$0	\$9,499,295
46	OCO 10	0	0	\$1,897	(\$1,897)	\$0	\$0	\$0	\$0	\$9,499,295
48	OCO 10	0	0	\$8,580	(\$8,580)	\$0	\$0	\$0	\$0	\$9,499,295
49	OCO 10	0	0	\$2,826	(\$2,826)	\$0	\$0	\$0	\$0	\$9,499,295
50	OCO 10	0	0	\$2,076	\$0	(\$2,148)	\$0	\$72	\$0	\$9,499,295
OCO 10 Totals		0	0	\$15,379	(\$13,303)	(\$2,148)	\$0	\$72	\$0	\$9,499,295
51		0	0	\$13,006	\$0	(\$13,455)	\$0	\$449	\$0	\$9,499,295
52		0	0	\$952	\$0	(\$985)	\$0	\$33	\$0	\$9,499,295
53	Allowance	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,499,295
54		0	0	\$6,500	\$0	(\$6,724)	\$0	\$224	\$0	\$9,499,295
OCO 11 Totals		0	0	\$20,458	\$0	(\$21,164)	\$0	\$706	\$0	\$9,499,295
47		0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,499,295
Current Amounts		5	0	\$7,884,656	\$134,752	\$169,812	\$1,035,594	\$274,481	\$9,499,295	\$9,499,295

Commissioners Court - Regular Session

28.

Meeting Date: 12/18/2018

Raba Kistner WA1 Sup4 On Call Geotech

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 under Williamson County Contract between Raba Kistner Consultants, Inc. and Williamson County dated February 18, 2015 for On Call Geotechnical and Lab Testing Services for Williamson County Road and Bridge.

Background

This supplemental is to extend the expiration date to December 31, 2019 only. The current Work Authorization dollar amount will remain the same.

Fiscal Impact

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

Attachments

Raba Kistner WA1 Sup4 On Call Geotech

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 12/07/2018

Reviewed By

Hal Hawes

Wendy Coco

Date

12/06/2018 01:34 PM

12/07/2018 09:46 AM

Started On: 12/05/2018 02:01 PM

**SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO
WORK AUTHORIZATION NO. 1**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Geotechnical and Lab Testing Services**

This Supplemental Work Authorization No. 4 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated February 18, 2015 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Raba Kistner Consultants, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective February 5, 2016 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The above referenced Work Authorization termination date shall be modified to **December 31, 2019**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:

By: 
Signature

Gabriel Ornelas, Jr., P.E., PMP
Printed Name

Sr. Vice President
Title

12/05/2018
Date

COUNTY:

By: _____
Signature

Printed Name

Williamson County Judge
Title

Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Firm

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment C - Work Schedule

Raba Kistner shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Raba Kistner on the work schedule and authorization to proceed on assigned services.

Commissioners Court - Regular Session

29.

Meeting Date: 12/18/2018

Discuss consider and take appropriate action on approval of the revised preliminary plat for the Liberty Hill 90 subdivision - Pct 2

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 revised preliminary plat for the Liberty Hill 90 subdivision - Precinct 2.

Background

This preliminary plat was last approved on March 6, 2018. This revision reconfigures the roadway and lot layout along the proposed McNaughton Drive. There is no change to the number of lots, 54 single family and 2 open space/detention lots. There is a decrease from 3,885 to 3,721 feet of new public roads.

Fiscal Impact

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

Attachments

[revised preliminary plat - Liberty Hill 90](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Adam Boatright
Final Approval Date: 12/13/2018

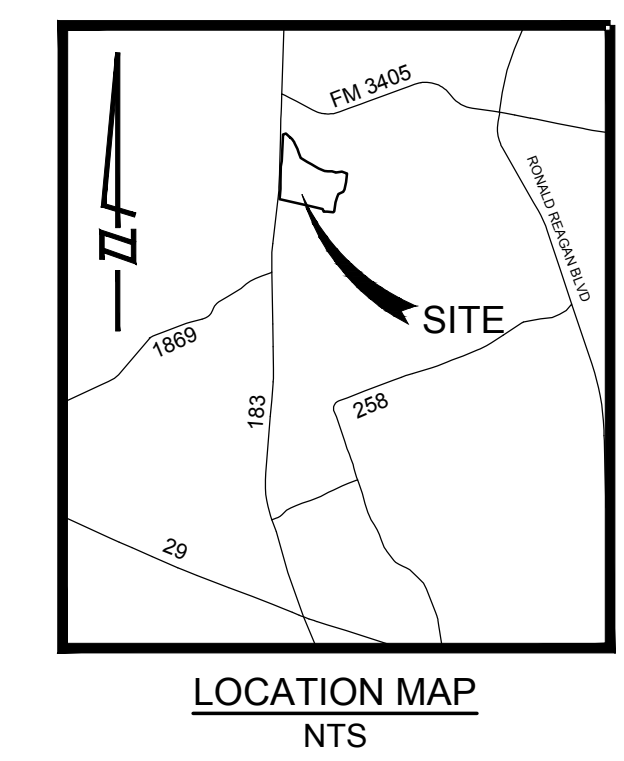
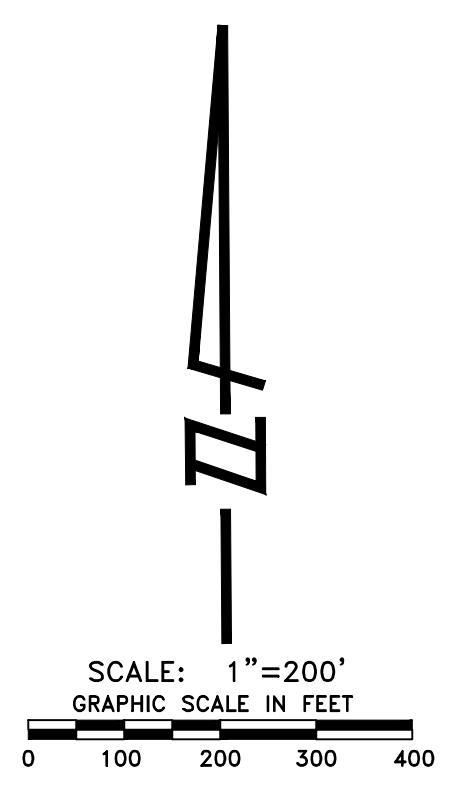
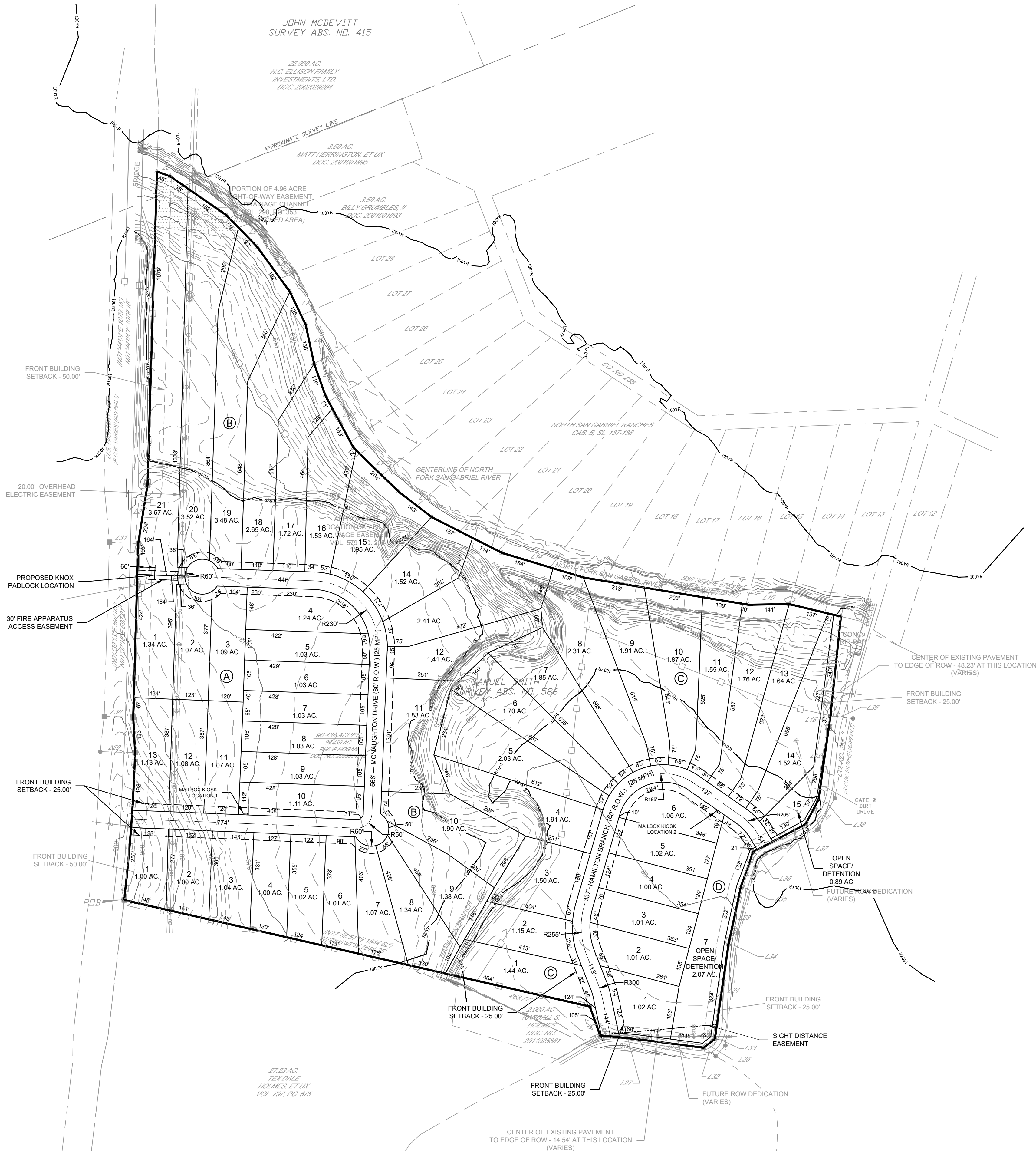
Reviewed By

Wendy Coco

Date

12/13/2018 11:31 AM
Started On: 12/13/2018 08:55 AM

LIBERTY HILL 90 PRELIMINARY PLAT



LEGEND	
1	LOT NUMBER
(A)	BLOCK NUMBER
---	BOUNDARY LINE
---	EXIST. MAJOR CONTOURS
---	EXIST. MINOR CONTOURS
---	BUILDING SETBACK
[Symbol]	MAILBOX KIOSK

LINE TABLE		
NUMBER	DIRECTION	RECORD COURSES
L1	N02°59'11"W	122.67' N02°59'43"W 122.93'
L2	N09°06'30"E	203.81' N09°01'29"E 203.82'
L3	S70°12'49"E	48.39' S70°12'49"E 48.39'
L4	S55°19'18"E	236.23' S55°19'18"E 236.23'
L5	S44°10'54"E	150.19' S44°10'54"E 150.19'
L6	S36°03'57"E	192.17' S36°03'57"E 192.17'
L7	S25°35'15"E	125.45' S25°35'15"E 125.45'
L8	S12°09'07"E	135.81' S12°09'07"E 135.81'
L9	S19°30'41"E	117.32' S19°30'41"E 117.32'
L10	S28°17'00"E	204.41' S28°17'00"E 204.41'
L11	S45°46'42"E	216.55' S45°46'42"E 216.55'
L12	S52°30'05"E	144.33' S52°30'05"E 144.33'
L13	S63°04'20"E	270.57' S63°04'20"E 270.57'
L14	S73°08'14"E	292.51' S73°08'14"E 292.51'
L15	N89°04'27"E	140.87' N89°04'27"E 140.87'
L16	S76°28'19"E	183.07' S76°28'19"E 183.07'
L17	S05°59'28"W	343.24' S05°56'18"W 343.08'
L18	S08°18'00"W	30.70' S08°07'16"W 30.79'
L19	S08°08'00"W	260.61' S08°04'37"W 260.92'
L20	S27°32'21"W	95.60' S27°41'38"W 95.39'
L21	S62°14'22"W	204.32' S62°15'27"W 204.49'
L22	S19°17'54"W	127.67' S19°43'50"W 127.55'
L23	S12°10'14"W	201.84' S12°03'50"W 201.59'
L24	S08°12'48"W	329.37' S08°08'20"W 330.08'
L25	S51°37'48"W	48.54' S51°12'20"W 48.51'
L26	N82°39'43"W	228.66' N82°36'51"W 228.82'
L27	N84°01'25"W	130.74' N84°01'51"W 130.70'
L28	N19°33'09"W	104.78' N19°33'32"W 105.03'
L29	N88°10'50"W	119.78'
L30	N88°45'50"W	99.66'
L31	N87°09'29"W	98.04'
L32	S54°13'15"E	50.27'
L33	S83°39'11"E	38.67'
L34	S83°39'11"E	27.94'
L35	S75°05'49"E	30.78'
L36	S53°51'51"E	36.65'
L37	S24°26'48"E	33.62'
L38	S61°04'00"E	46.60'
L39	N83°00'51"W	78.22'

LIBERTYH VENTURES LTD.	
OWNER	LIBERTYH VENTURES LTD. P.O. BOX 670649 DALLAS, TEXAS 75367 PHONE: (512) 969-5560 bret@intermandeco.com
ENGINEER	GRAY ENGINEERING INC. (ATTN: DAVID W. GRAY, P.E.) 8834 NORTH CAPITAL OF TEXAS HIGHWAY, SUITE 140 AUSTIN, TEXAS 78759 dvw@grayengineeringinc.com
SURVEYOR	G&R SURVEYING LLC 1805 OUIDA DRIVE AUSTIN, TEXAS 78728 PHONE: (512) 644-4504 FAX: (512) 836-8385
SUBMITTAL DATE	10/10/2018
NUMBER OF BLOCKS	4
LINEAR FEET OF NEW STREETS	3,721 LF
NUMBER OF LOTS BY TYPE	54 SINGLE FAMILY 2 OPEN SPACE/DETENTION
SITE ACREAGE	90.434 AC.
ACREAGE BY LOT TYPE	SINGLE FAMILY: 74.68 AC. OPEN SPACE/DETENTION: 2.96 AC.
BENCHMARK DESCRIPTION AND ELEVATION	A PERMANENT BENCHMARK WILL BE INSTALLED TO WILLIAMSON COUNTY SPECIFICATIONS UPON CONSTRUCTION OF THIS SUBDIVISION.
PATENT SURVEY	SAMUEL SMITH SURVEY, ABSTRACT NO. 586

- GENERAL NOTES:**
- THIS SUBDIVISION IS NOT LOCATED WITHIN ANY EXTRA TERRITORIAL JURISDICTION
 - FEMA PANEL 48491C0275E eff. 9/26/2008
 - FEMA PANEL 48053C0550F eff. 3/15/2012
 - FEMA APPROVED LOMR 15-06-4383P eff. 7/7/2016
 - AREAS OUTSIDE 100-YEAR FLOODPLAIN ARE CLASSIFIED AS ZONE X
 - ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS
 - ALL PROPOSED STREETS WILL BE PUBLIC
 - DRIVEWAYS SHALL CONNECT ONLY TO INTERNALLY PLATTED ROADS AND NOT TO CR 267 OR US 183

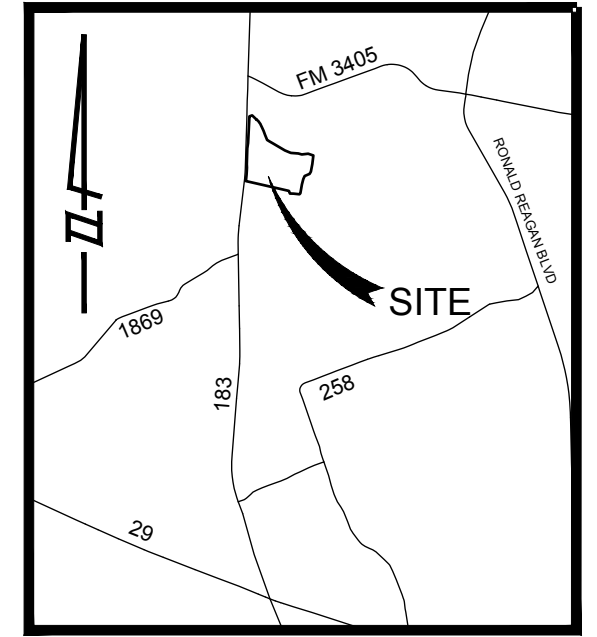
CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	RECORD CHORD
C1	5°01'54"	5789.58'	508.44'	N04°15'35"E	508.27' N04°15'54"E 508.20'

PROPOSED STREETS							
STREET	LENGTH (FT)	CLASS	TYPE	OWNERSHIP	PAVEMENT WIDTH (FT)	DESIGN SPEED (MPH)	ROW (FT)
MCNAUGHTON DRIVE (SEGMENT 1) [BEGINS AT ENTRANCE FROM US-183]	774	COLLECTOR	RURAL	PUBLIC	26	35	60
MCNAUGHTON DRIVE (SEGMENT 2)	2,225	LOCAL	RURAL	PUBLIC	26	25	60
HAMILTON BRANCH	1,496	LOCAL	RURAL	PUBLIC	26	25	60

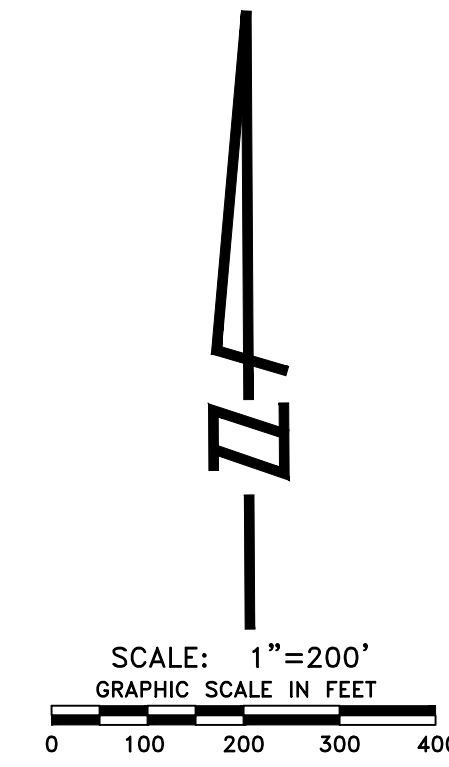
INTERMEDIATE CD PLAT 152145 (UNRECORDED) PRELIMINARY PLAT DATE: 10/28/18 152145.DWG BY: DANIELA

PROJECT NO. 1653-1251	DRAWN BY: EA
DATE: 10/9/2018	CHECKED BY: DWG
8834 N. Capital of Texas Hwy. Suite 140 Austin, Texas 78759 (512) 452-0371 FAX (512) 454-9933 TBP# FIRM #2946	

LIBERTY HILL 90 PRELIMINARY WATER PLAN



LOCATION MAP
NTS



WATER LEGEND	
— W —	PROP. WATERLINE
⊕	PROP. GATE VALVE
+	PROP. TEE
⊕	PROP. FIRE HYDRANT
---	PROP. WATERLINE EASEMENT

- GENERAL NOTES:**
1. WATER UTILITY PROVIDER: CITY OF GEORGETOWN

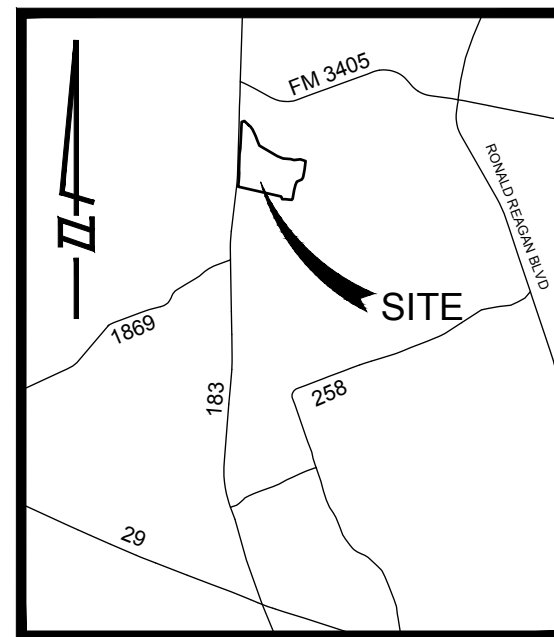


H:\PROJECTS\1803 - WATERMAIN\CD\1803-11\1803-11 PRELIMINARY WATER MAIN DWG DATE: 10/26/18 10:12:12 AM BY: EAS/SGM

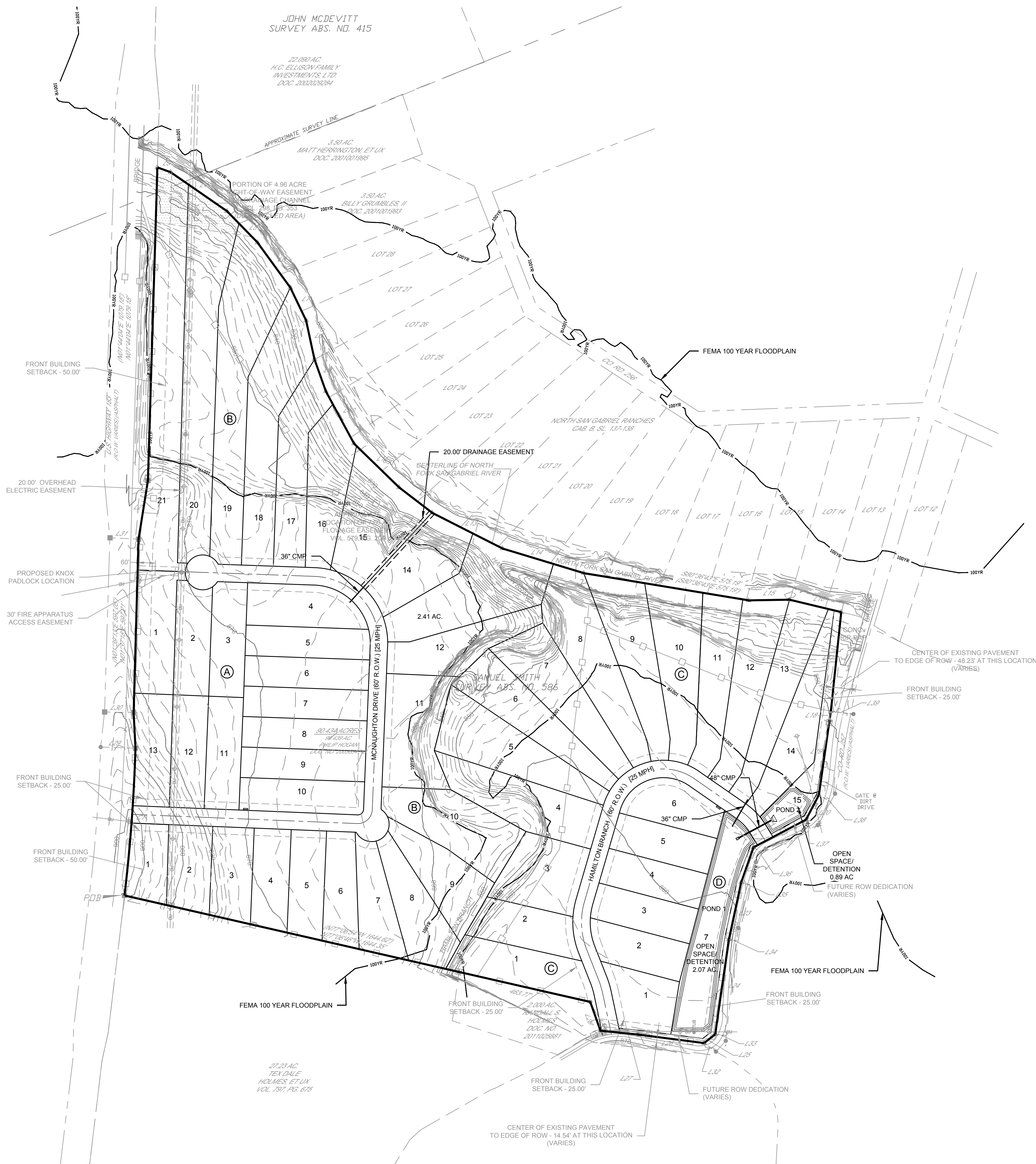
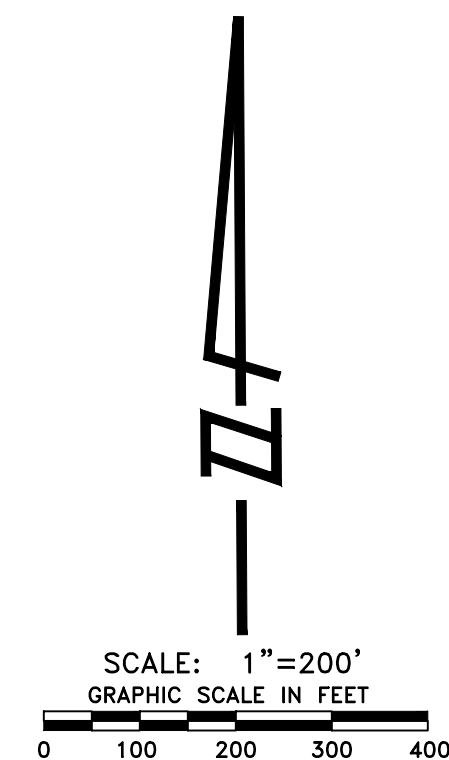
PROJECT NO. 1853-11251	DRAWN BY: EA
DATE: 10/9/18	CHECKED BY: DWG

8834 N. Capital of Texas Hwy.
 Suite 140
 Austin, Texas 78759
 (512)452-0371
 FAX (512)454-9933
 TBP# FIRM #2946

LIBERTY HILL 90 PRELIMINARY DRAINAGE PLAN



LOCATION MAP
NTS



LEGEND	
—●—	PROPOSED STORM SEWER LINE
●	PROPOSED STORM SEWER MANHOLE
▽	PROPOSED HEADWALL
◊	PROPOSED SLOPED HEADWALL
---	DRAINAGE EASEMENT
—	EXIST. MAJOR CONTOURS
---	EXIST. MINOR CONTOURS
---	FEMA 100 YEAR FLOODPLAIN

- GENERAL NOTES:**
1. FEMA PANEL 48491C0275E eff. 9/26/2008
 2. FEMA PANEL 48053C0550F eff. 3/15/2012
 3. FEMA APPROVED LOMR 15-06-4383P eff. 7/7/2016
 4. AREAS OUTSIDE 100-YEAR FLOODPLAIN ARE CLASSIFIED AS ZONE X
 5. STREET INCLUDES ROADSIDE DITCH ON BOTH SIDES OF PAVEMENT

H:\PROJECTS\1653 - INTERMEDIATE\1653-11251-14\REVISED PRELIMINARY\1653-11251-14 PRELIM DRAINAGE PLAN.DWG DATE: 10/20/18 10:21:11 AM BY: EARBREKIN

PROJECT NO. 1653-11251	DRAWN BY: EA
DATE: 10/9/18	CHECKED BY: DWG

LIBERTY HILL 90
PRELIMINARY PLAT
SHEET 3 OF 3

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX (512)454-9933
TBP# FIRM #2546

Commissioners Court - Regular Session

30.

Meeting Date: 12/18/2018

Discuss consider and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Sec 12B subdivision - Pct 3

Submitted For: Terron Evertson

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Sec 12B subdivision - Precinct 3.

Background

This is the next section of the Highlands at Mayfield Ranch development. It consists of 60 single family lots, 2 landscape lots, and 2,510 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

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

Attachments

[final plat - Highlands at Mayfield Ranch Sec 12B](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Adam Boatright
Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:31 AM
Started On: 12/13/2018 10:06 AM





Commissioners Court - Regular Session

31.

Meeting Date: 12/18/2018

Discuss consider and take appropriate action on approval of the final plat for the Commons at Rowe Lane Phase V B subdivision - Pct 4

Submitted For: Terron Evertson

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Commons at Rowe Lane Phase V B subdivision - Precinct 4.

Background

This is the next section of the Commons at Rowe Lane development. It consists of 89 lots and 2,720 feet of new public roads, within Williamson County. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$1,898,022.50 has been posted with Williamson County to cover the cost of the remaining construction. A portion of this subdivision lies within Travis County and the entire subdivision is located within the ETJ of the City of Pflugerville. There are 101 lots and 3,460 feet of public roads in total.

Fiscal Impact

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

Attachments

[final plat - Commons at Rowe Lane V B](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Adam Boatright
Final Approval Date: 12/13/2018

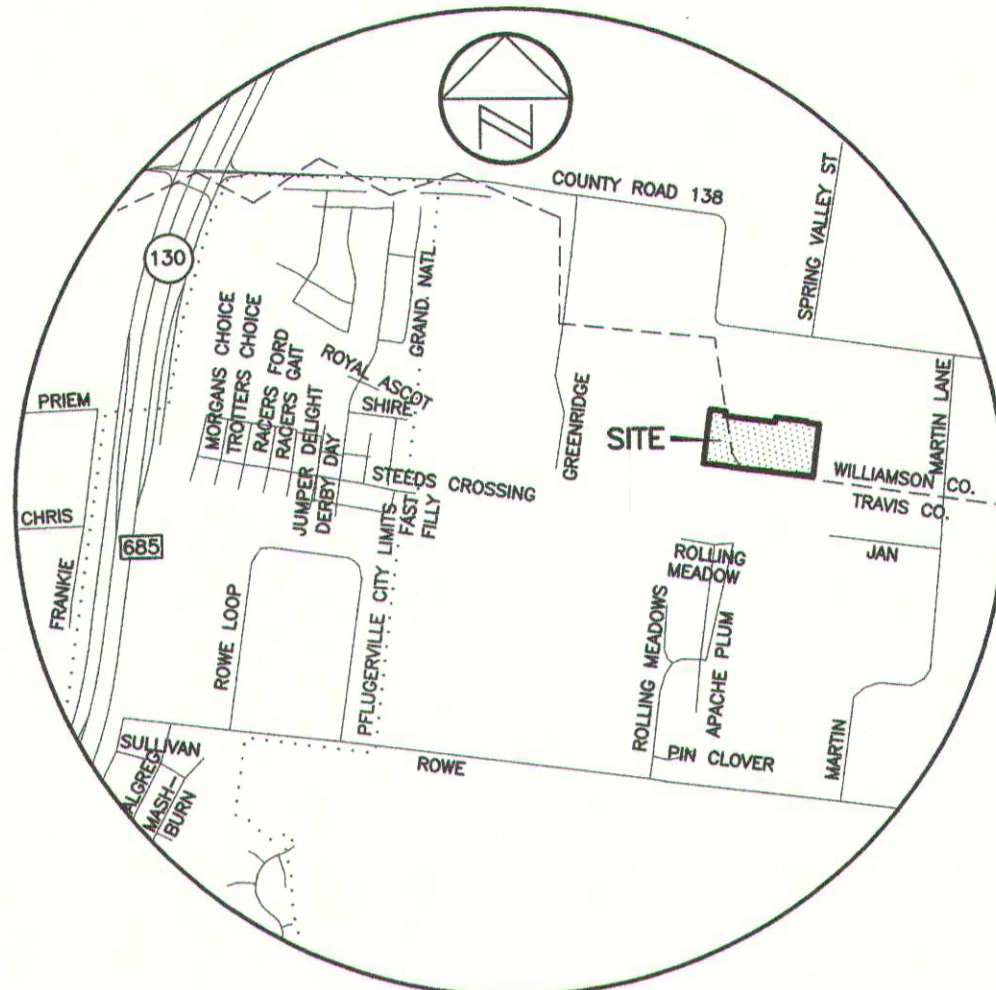
Reviewed By

Wendy Coco

Date

12/13/2018 11:33 AM
Started On: 12/13/2018 10:26 AM

FINAL PLAT:
THE COMMONS AT ROWE LANE PHASE V B
 TRAVIS COUNTY, TEXAS &
 WILLIAMSON COUNTY, TEXAS



LOCATION MAP
 NOT TO SCALE

TRAVIS COUNTY CONSUMER
 PROTECTION NOTICE FOR HOMEBUYERS.

IF YOU ARE BUYING A LOT OR HOME IN THIS SUBDIVISION, YOU SHOULD DETERMINE
 WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS, BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

GRAY
ENGINEERING

8834 N. Capital of Texas Hwy.
 Austin, Texas 78759
 Suite 140
 (512)452-0371
 FAX(512)454-9933
 TBPE FIRM #2946

Chaparral
 Professional Land Surveying, Inc.
 Surveying and Mapping

3500 McCall Lane
 Austin, Texas 78744
 512-443-1724
 TBPLS Firm No. 10124500

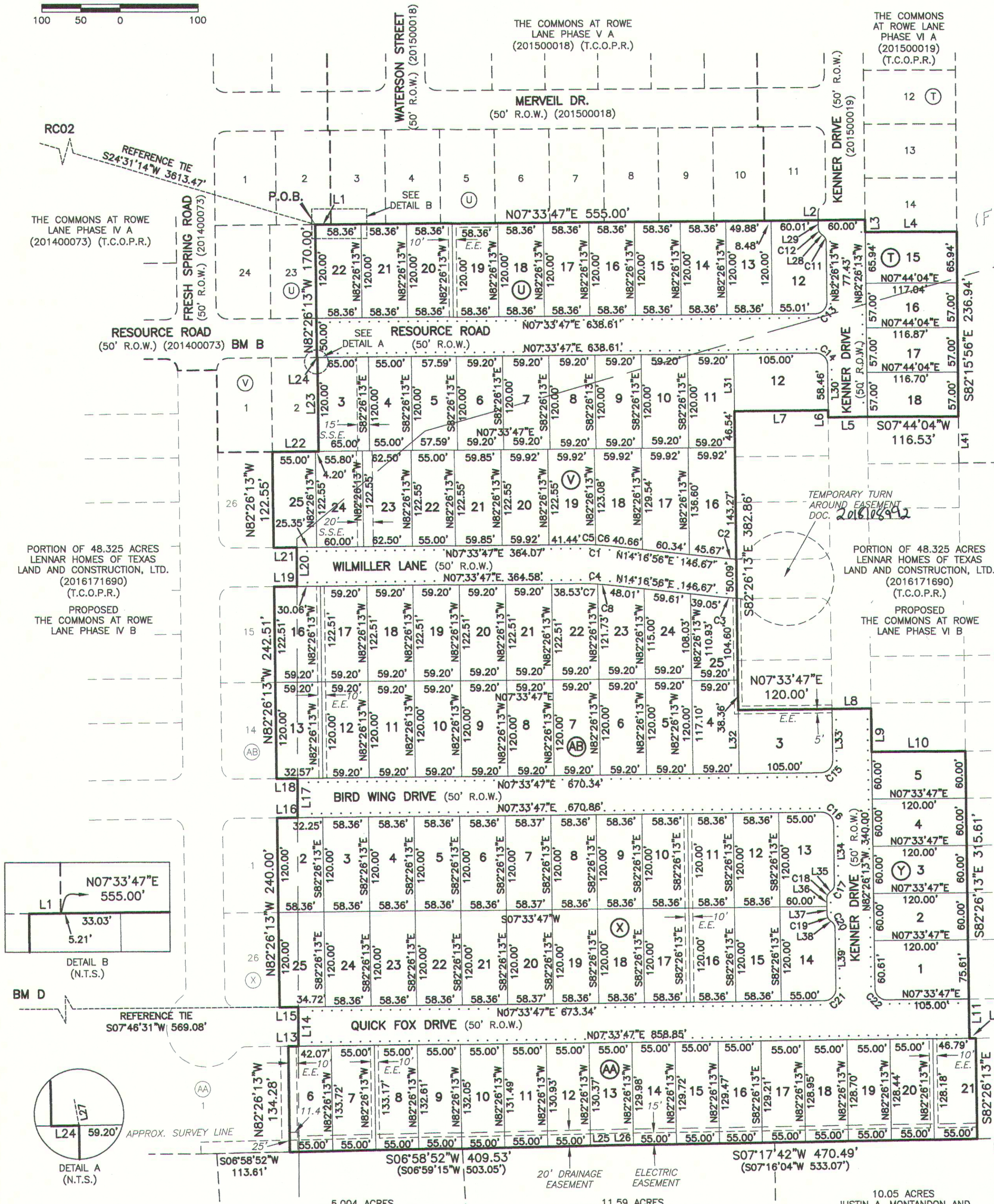
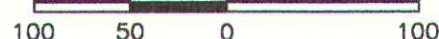
PROJECT NO.:	697-015
DRAWING NO.:	697-015-PL-V B
PLOT DATE:	12/06/2018
PLOT SCALE:	1"=100'
DRAWN BY:	JPA
SHEET	01 OF 05

FINAL PLAT: THE COMMONS AT ROWE LANE PHASE V B

TRAVIS COUNTY, TEXAS &
WILLIAMSON COUNTY, TEXAS

SCALE: 1" = 100'

GRAPHIC SCALE



JOHN KELSEY SURVEY
(F/K/A JACOB CASNER SURVEY),
ABSTRACT NO. 2753
TRAVIS COUNTY
APPROXIMATE SURVEY LINE & COUNTY LINE
WILLIAMSON COUNTY
JACOB CASNER SURVEY,
ABSTRACT NO. 918

12.00 ACRES
LEASE TRACT
(2006028916 W.C.O.P.R.)
PORTION OF 42.009 ACRES
ATLAN ERNEST PFLUGER, JR.
(11220/172 T.C.R.P.R.)

- LEGEND
- 1/2" REBAR FOUND (OR AS NOTED)
 - 1/2" REBAR WITH "CHAPARRAL" CAP SET
 - CH 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
 - RJ 1/2" REBAR WITH "RJ" CAP FOUND
 - PCAP 1/2" REBAR WITH PLASTIC CAP FOUND
 - ▲ CALCULATED POINT
 - CONC. MONUMENT SET
 - ⊕ CONTROL POINT/BENCHMARK LOCATION
 - E.E. ELECTRIC EASEMENT
 - S.S.E. STORM SEWER EASEMENT
 - T.C.O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - T.C.R.P.R. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
 - W.C.O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 - W.C.O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - () RECORD INFORMATION
 - ⋯ 4' SIDEWALK
 - Ⓐ BLOCK LETTER
 - P.O.B. POINT OF BEGINNING

OWNERS:
LENNAR HOMES OF TEXAS
LAND AND CONSTRUCTION, LTD.,
A TEXAS LIMITED PARTNERSHIP
12401 RESEARCH BOULEVARD
BUILDING 1, SUITE 300
AUSTIN, TEXAS 78259

TOTAL ACREAGE: 20.595 ACRES
JOHN KELSEY SURVEY, ABSTRACT NO. 2753 &
JACOB CASNER SURVEY, ABSTRACT NO. 918
TOTAL NUMBER OF LOTS: 101
SINGLE FAMILY LOTS: 101

BLOCK T: 4 LOTS (0.636 AC.)
BLOCK U: 11 LOTS (1.795 AC.)
BLOCK V: 20 LOTS (3.378 AC.)
BLOCK X: 24 LOTS (3.912 AC.)
BLOCK Y: 5 LOTS (0.868 AC.)
BLOCK AA: 16 LOTS (2.636 AC.)
BLOCK AB: 21 LOTS (3.467 AC.)

R.O.W. AREA: 3.903 AC.

LINEAR FEET OF NEW ROADWAY: 3,460 L.F.
THE MINIMAL DESIGN SPEED FOR LOCAL
ROADS IS 25 MPH.

RESOURCE ROAD: 679 L.F.
BIRD WING DRIVE: 711 L.F.
WIL MILLER LANE: 564 L.F.
QUICK FOX DRIVE: 859 L.F.
KENNER DRIVE: 647 L.F.

ADDITIONAL CONTROL POINTS/BENCHMARKS:

BM B: CUT "SQUARE" IN TOP OF CURB
TCZ GRID COORDINATES
N: 10153352.72
E: 3168795.16
ELEV: 725.44 (NAVD 88, GEOID 99)

BM D: CUT "SQUARE" IN TOP OF CURB
TCZ GRID COORDINATES
N: 10152679.04
E: 3169545.52
ELEV: 707.03 (NAVD 88, GEOID 99)

LOCATED AS SHOWN HEREON.

CHAPARRAL CONTROL POINT "RC02"
4" ALUMINUM DISK SET IN ASPHALT, 4'
NORTH OF CURB AT THE END OF A
MEDIAN AT THE NORTH TERMINUS OF
CASA NAVARRO DRIVE.

SURFACE COORDINATES:
N 10151283.59
E 3167499.84

TEXAS CENTRAL ZONE STATE
PLANE COORDINATES:
N 10150144.45
E 3167144.39

ELEVATION = 682.44'
VERTICAL DATUM: NAVD 88 (GEOID 99)

COMBINED SCALE FACTOR = 0.999887783
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000112229
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
TEXAS CENTRAL ZONE 4203
THETA ANGLE: 1'25"25"

THIS IS A SURFACE DRAWING. BEARING
BASIS: GRID AZIMUTH FOR TEXAS CENTRAL
ZONE, 1983/93 HARN VALUES FROM
LCRA CONTROL NETWORK.

**GRAY
ENGINEERING**

8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0371
FAX(512)454-9933
TBPE FIRM #2946

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

3500 McCall Lane
Austin, Texas 78744
512-443-1724
TBPLS Firm No. 10124500

PROJECT NO.:
697-015

DRAWING NO.:
697-015-PL-V B

PLOT DATE:
12/06/2018

PLOT SCALE:
1"=100'

DRAWN BY:
JPA

**SHEET
02 OF 05**

FINAL PLAT:
THE COMMONS AT ROWE LANE PHASE V B
 TRAVIS COUNTY, TEXAS &
 WILLIAMSON COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N07°33'47"E	20.12'
L2	N07°33'47"E	128.49'
L3	S82°26'13"E	15.82'
L4	N07°44'04"E	117.24'
L5	S07°44'04"W	50.00'
L6	N82°26'13"W	9.15'
L7	S07°33'47"W	120.00'
L8	N07°33'47"E	50.00'
L9	S82°26'13"E	53.13'
L10	N07°33'47"E	120.00'
L11	S82°26'13"E	50.00'
L12	N07°33'47"E	8.21'
L13	N07°33'47"E	12.93'
L14	N81°50'43"W	50.00'
L15	S07°33'47"W	23.64'
L16	N07°33'47"E	26.11'
L17	N81°50'43"W	50.00'
L18	S07°33'47"W	26.63'
L19	N07°33'47"E	29.14'
L20	N81°50'43"W	50.00'
L21	S07°33'47"W	29.65'
L22	N07°33'47"E	59.20'
L23	N82°26'13"W	120.00'
L24	S07°33'47"W	0.84'
L25	N06°58'52"E	24.51'
L26	N07°17'42"E	30.49'
L27	S87°34'41"W	0.15'
L28	S46°35'36"W	3.34'
L29	N82°26'13"W	9.93'
L30	S82°26'13"E	58.46'
L31	S82°26'13"E	73.46'
L32	S82°26'13"E	78.74'
L33	N82°26'13"W	63.74'
L34	S82°26'13"E	77.43'
L35	S31°28'00"E	3.34'
L36	S82°26'13"E	9.93'
L37	S82°26'13"E	9.93'
L38	N46°35'36"E	3.34'
L39	S82°26'13"E	77.43'
L40	N07°17'42"E	62.77'
L41	S82°15'56"E	59.57'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	325.00'	6°43'09"	38.11'	N10°55'21"E	38.09'
C2	275.00'	3°02'51"	14.63'	N12°45'30"E	14.63'
C3	325.00'	3°36'47"	20.49'	N12°28'33"E	20.49'
C4	275.00'	6°43'09"	32.25'	N10°55'21"E	32.23'
C5	325.00'	3°15'35"	18.49'	N09°11'34"E	18.49'
C6	325.00'	3°27'34"	19.62'	N12°33'09"E	19.62'
C7	275.00'	4°18'31"	20.68'	N09°43'02"E	20.67'
C8	275.00'	2°24'38"	11.57'	N13°04'37"E	11.57'
C11	10.00'	50°58'14"	8.90'	S72°04'43"W	8.61'
C12	10.00'	50°58'11"	8.90'	S72°04'41"W	8.61'
C13	15.00'	90°00'00"	23.56'	N37°26'13"W	21.21'
C14	15.00'	90°00'00"	23.56'	N52°33'47"E	21.21'
C15	15.00'	90°00'00"	23.56'	N37°26'13"W	21.21'
C16	15.00'	90°00'00"	23.56'	N52°33'47"E	21.21'
C17	10.00'	50°58'13"	8.90'	S56°57'07"E	8.61'
C18	10.00'	50°58'13"	8.90'	S56°57'07"E	8.61'
C19	10.00'	50°58'11"	8.90'	N72°04'41"E	8.61'
C20	10.00'	50°58'11"	8.90'	N72°04'41"E	8.61'
C21	15.00'	90°00'00"	23.56'	S37°26'13"E	21.21'
C22	15.00'	90°00'00"	23.56'	S52°33'47"W	21.21'

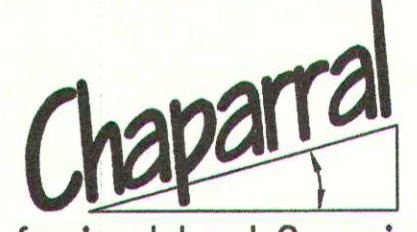
LOT SUMMARY TABLES									
BLOCK U		BLOCK V		BLOCK X		BLOCK AA		BLOCK AB	
LOT#	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.
12	8,166	3	7,800	2	7,003	6	7,370	3	9,401
13	7,003	4	6,600	3	7,003	7	7,339	4	6,932
14	7,003	5	6,911	4	7,003	8	7,309	5	7,104
15	7,003	6	7,104	5	7,003	9	7,278	6	7,104
16	7,003	7	7,104	6	7,003	10	7,247	7	7,104
17	7,003	8	7,104	7	7,004	11	7,216	8	7,104
18	7,003	9	7,104	8	7,003	12	7,186	9	7,104
19	7,003	10	7,104	9	7,003	13	7,157	10	7,104
20	7,003	11	7,104	10	7,003	14	7,142	11	7,104
21	7,003	12	8,767	11	7,003	15	7,128	12	7,104
22	7,003	16	8,395	12	7,003	16	7,114	13	7,104
		17	7,974	13	8,164	17	7,099	16	7,253
		18	7,555	14	8,164	18	7,085	17	7,253
		19	7,347	15	7,003	19	7,071	18	7,253
		20	7,343	16	7,003	20	7,057	19	7,253
		21	7,335	17	7,003	21	7,043	20	7,253
		22	6,740	18	7,003			21	7,253
		23	7,659	19	7,003			22	7,247
		24	7,353	20	7,004			23	7,013
		25	6,740	21	7,003			24	6,602
				22	7,003			25	6,365
				23	7,003				
				24	7,003				
				25	7,003				

COMMONS AT ROWE LANE (LAKESIDE MUD NO. 3) PARKLAND ACREAGE TABLE	
TOTAL SUBDIVISIONS =	283.262 AC.
PARKLAND REQUIRED =	28.326 AC.
PARKLAND PROVIDED	
PHASE	ACRES
I	18.260
IIA	1.862
IIIB	5.287
IIIC	0.067
IIIB	13.069
VII	3.901
PARKLAND PROVIDED:	42.446 ACRES

LOT SUMMARY TABLES			
BLOCK T		BLOCK Y	
LOT#	SQ. FT.	LOT#	SQ. FT.
15	7,729	1	9,025
16	6,666	2	7,200
17	6,657	3	7,200
18	6,647	4	7,200
		5	7,200



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 Austin, Texas 78759
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 FAX(512)454-9933
 TBPE FIRM #2946



Professional Land Surveying, Inc.
 Surveying and Mapping
 3500 McCall Lane
 Austin, Texas 78744
 512-443-1724
 TBPLS Firm No. 10124500

PROJECT NO.:
697-015

DRAWING NO.:
697-015-PL-V B

PLOT DATE:
12/06/2018

PLOT SCALE:
1"=100'

DRAWN BY:
JPA

SHEET
03 OF 05

FINAL PLAT:
THE COMMONS AT ROWE LANE PHASE V B
 TRAVIS COUNTY, TEXAS &
 WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 20.595 ACRES IN THE JOHN KELSEY SURVEY, ABSTRACT NO. 2753, TRAVIS COUNTY, TEXAS, AND THE JACOB CASNER SURVEY, ABSTRACT NO. 918, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 48.325 ACRE TRACT DESCRIBED IN A DEED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., DATED OCTOBER 12, 2016 AND RECORDED IN DOCUMENT NO. 2016171690 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 20.595 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "RJ" cap found for an angle point in the west line of said 48.325 acre tract, for the northwest corner of Lot 23, Block U, The Commons at Rowe Lane Phase IV A, a subdivision recorded in Document No. 201400073 of the Official Public Records of Travis County, Texas, being in the east line of Lot 2, Block U of The Commons at Rowe Lane Phase IV A;

THENCE North 07°33'47" East, with the west line of said 48.325 acre tract with the east line of Lot 2, a distance of 20.12 feet to a 1/2" rebar with "Chaparral" cap found for the northeast corner of said Lot 2, same being the southeast corner of Lot 3, Block U, The Commons at Rowe Lane Phase V A, a subdivision recorded in Document No. 201500018 of the Official Public Records of Travis County, Texas;

THENCE North 07°33'47" East, with the west line of said 48.325 acre tract, same being the east line of said Lot 3, at a distance of 5.21 feet passing a 1/2" rebar with "Chaparral" cap found, and continuing with east line of Lots 3 through 10 of said Block U, for a total distance of 555.00 feet to a concrete monument found for the northeast corner of said Lot 10, same being the southeast corner of Lot 11, Block U, The Commons at Rowe Lane Phase VI A, a subdivision recorded in Document No. 201500019 of the Official Public Records of Travis County, Texas;

THENCE North 07°33'47" East, continuing with the west line of said 48.325 acre tract and with the east line of said Lot 11, at distance of 68.49 feet passing a 1/2" rebar with "Chaparral" cap found for the northeast corner of Lot 11, same being the southeast corner Kenner Drive (50' right-of-way), and continuing with the east terminus of Kenner Drive, for a total distance of 128.49 feet to a 1/2" rebar with "Chaparral" cap found for the northeast corner of Kenner Drive, being in the south line of Lot 14, Block T, The Commons at Rowe Lane Phase VI A;

THENCE with the west line of said 48.325 acre tract, same being the south and east lines of said Lot 14, the following two (2) courses and distances:

1. South 82°26'13" East, a distance of 15.82 feet to a 1/2" rebar with "Chaparral" cap found;
2. North 7°44'04" East, a distance of 117.24 feet to a 1/2" rebar with "Chaparral" cap found for the northeast corner of Lot 14, same being the northwest corner of the 48.325 acre tract, also being the south line of a 12.00 acre lease tract described in Document No. 2006028916 of the Official Public Records of Williamson County, Texas, said 12.00 acres being a portion of a 42.009 acre tract described in a deed to Atlan Ernest Pfluger, Jr., recorded in Volume 11220, Page 172 of the Real Property Records of Travis County, Texas;

THENCE South 82°15'56" East, with the common line of the 48.325 acre tract and the 12.00 acre tract, a distance of 236.94 feet to a 1/2" rebar with "Chaparral" cap set, from which a 1/2" rebar with plastic cap found for a common corner of the 48.325 acre tract and the 12.00 acre tract bears South 82°15'56" East, a distance of 59.57 feet;

THENCE crossing the 48.325 acre tract the following thirteen (13) courses and distances:

1. South 07°44'04" West, a distance of 116.53 feet to a 1/2" rebar with "Chaparral" cap set;
2. South 07°33'47" West, a distance of 50.00 feet to a 1/2" rebar with "Chaparral" cap set;
3. North 82°26'13" West, a distance of 9.15 feet to a 1/2" rebar with "Chaparral" cap set;
4. South 07°33'47" West, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
5. South 82°26'13" East, a distance of 382.86 feet to a 1/2" rebar with "Chaparral" cap set;
6. North 07°33'47" East, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
7. North 07°33'47" East, a distance of 50.00 feet to a 1/2" rebar with "Chaparral" cap set;
8. South 82°26'13" East, a distance of 53.13 feet to a 1/2" rebar with "Chaparral" cap set;
9. North 07°33'47" East, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
10. South 82°26'13" East, a distance of 315.61 feet to a 1/2" rebar with "Chaparral" cap set;
11. South 82°26'13" East, a distance of 50.00 feet to a 1/2" rebar with "Chaparral" cap set;
12. North 07°33'47" East, a distance of 8.21 feet to a 1/2" rebar with "Chaparral" cap set;
13. South 82°26'13" East, a distance of 127.92 feet to a concrete monument set in the east line of the 48.325 acre tract, same being the west line of a 10.05 acre tract described in a deed to Justin A. Montandon and Cassi R. Montandon, recorded in Document No. 2010042666 of the Official Public Records of Williamson County, Texas, from which a 3/8" rebar found for a common corner of the 48.325 acre tract and said 10.05 acre tract bears North 7°17'42" East, a distance of 62.77 feet;

THENCE South 07°17'42" West, with the east line of said 48.325 acre tract, in part being the west line of said 10.05 acre tract, and in part being the west line of an 11.59 acre tract described in deed to the George L. Schlage Trust, recorded in Document No. 2003110175 of the Official Records of Williamson County, Texas, a distance of 470.49 feet to a 1/2" rebar found for an angle point in the common line of said 48.325 acre tract and said 11.59 acre tract;

THENCE South 06°58'52" West, continuing with the east line of the 48.325 acre tract, in part being the west line of the 11.59 acre tract, and in part being the west line of a 5.004 acre tract described in deed to Samuel A. Thielepape, recorded in Document No. 9718185 of the Official Records of Williamson County, Texas, a distance of 409.53 feet to a concrete monument set in the common line of said 48.325 acre tract and said 5.004 acre tract, from which a 1/2" rebar found for an angle point in the east line of the 48.325 acre tract bears South 6°58'52" West, a distance of 113.61 feet;

THENCE crossing the 48.325 acre tract, the following thirteen (13) courses and distances:

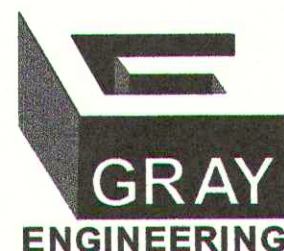
1. North 82°26'13" West, a distance of 134.28 feet to a 1/2" rebar with "Chaparral" cap set;
2. North 07°33'47" East, a distance of 12.93 feet to a 1/2" rebar with "Chaparral" cap set;
3. North 81°50'43" West, a distance of 50.00 feet to a 1/2" rebar with "Chaparral" cap set;
4. South 07°33'47" West, a distance of 23.64 feet to a 1/2" rebar with "Chaparral" cap set;
5. North 82°26'13" West, a distance of 240.00 feet to a 1/2" rebar with "Chaparral" cap set;
6. North 07°33'47" East, a distance of 26.11 feet to a 1/2" rebar with "Chaparral" cap set;
7. North 81°50'43" West, a distance of 50.00 feet to a 1/2" rebar with "Chaparral" cap set;
8. South 07°33'47" West, a distance of 26.63 feet to a 1/2" rebar with "Chaparral" cap set;
9. North 82°26'13" West, a distance of 242.51 feet to a 1/2" rebar with "Chaparral" cap set;
10. North 07°33'47" East, a distance of 29.14 feet to a 1/2" rebar with "Chaparral" cap set;
11. North 81°50'43" West, a distance of 50.00 feet to a 1/2" rebar with "Chaparral" cap set;
12. South 07°33'47" West, a distance of 29.65 feet to a 1/2" rebar with "Chaparral" cap set;
13. North 82°26'13" West, a distance of 122.55 feet to a 1/2" rebar with "Chaparral" cap found in the west line of the 48.325 acre tract, for the common corner of Lot 1 and Lot 2, Block V, The Commons at Rowe Lane Phase IV A;

THENCE with the west line of the 48.325 acre tract, the following four (4) courses and distances:

1. North 07°33'47" East, with the east line of Lot 2, Block V, a distance of 59.20 feet to a 1/2" rebar with "Chaparral" cap found for the northeast corner of Lot 2, Block V;
2. North 82°26'13" West, with the north line of Lot 2, Block V, a distance of 120.00 feet to a calculated point for the northwest corner of Lot 2, Block V, from which a 1/2" rebar with plastic cap found bears South 87°34'41" West, a distance of 0.15 feet;
3. South 07°33'47" West, with the west line of Lot 2, Block V, a distance of 0.84 feet to a 1/2" rebar with "Chaparral" cap found for the northeast corner of Resource Road (50' right of way width);
4. North 82°26'13" West, in part with the north terminus of Resource Road, and in part with the north line of said Lot 23, a distance of 170.00 feet to the POINT OF BEGINNING, containing 20.595 acres of land, more or less.

PLAT NOTES AND TRAVIS COUNTY AND WILLIAMSON COUNTY STANDARD NOTES

1. THIS PLAT LIES OUTSIDE THE CITY OF PFLUGERVILLE CITY LIMITS, BUT WITHIN THE ETJ.
2. WATER AND WASTEWATER SHALL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION AND THE CITY OF PFLUGERVILLE, RESPECTIVELY. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO WATER AND WASTEWATER FACILITIES.
3. A 10-FT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ALONG ALL STREET FRONTAGE.
4. EASEMENT(S) DEDICATED TO THE PUBLIC BY THIS PLAT SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL PER ORDINANCE NO. 1206-15-02-24. THE GRANTOR [PROPERTY OWNER(S)], HEIRS, SUCCESSORS AND ASSIGNS SHALL RETAIN THE OBLIGATION TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY, INCLUDING THE OBLIGATION TO REGULARLY MOW OR CUT BACK VEGETATION AND TO KEEP THE SURFACE OF THE EASEMENT PROPERTY FREE OF LITTER, DEBRIS, AND TRASH.
5. NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY THE CITY OF PFLUGERVILLE AND TRAVIS COUNTY.
6. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, RELOCATION, REMOVAL, OPERATION AND INSPECTION OF SUCH DRAINAGE AND UTILITY FACILITIES, AND RELATED APPURTENANCES.
7. A MINIMUM OF A 4-FT. WIDE PUBLIC SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF ALL LOCAL STREET(S) ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
8. STREETLIGHTS SHALL BE INSTALLED AND IN FULL WORKING ORDER WITH THE PUBLIC IMPROVEMENTS. ALL STREETLIGHTS SHALL BE IN CONFORMANCE WITH ALL CITY OF PFLUGERVILLE ORDINANCES INCLUDING BUT NOT LIMITED TO BEING DOWNCAST AND FULL CUT OFF TYPE.
9. THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES OR TECHNICAL MANUALS RELATED TO TREE PRESERVATION PER CITY ORDINANCE# 1203-15-02-24 AND CITY RESOLUTION# 1224-09-08-25 BA.
10. THE PUBLIC PARKLAND DEDICATION AND PARK DEVELOPMENT FEE SHALL BE CALCULATED AT A RATE REQUIRED BY CITY ORDINANCE# 1203-15-02-24. (SEE PARKLAND ACREAGE TABLE ON SHEET 3)(PER THE COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT FOR LAKESIDE WCID NO. 3, A MINIMUM OF 10% OF THE TOTAL ACREAGE OF THE DEVELOPMENT IS TO BE DEDICATED TOWARD PARKLAND.)
11. THE ASSESSED COMMUNITY IMPACT FEE RATE FOR WATER AND WASTEWATER IS HEREBY ACCESSED AND ESTABLISHED ACCORDING TO THE CITY OF PFLUGERVILLE ORDINANCE NO. 1179-14-06-10. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS SHALL BE PAID PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
12. THIS SUBDIVISION SHALL MITIGATE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS. THE 25 AND 100 YEAR FLOOD WILL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS AND STREET RIGHTS-OF-WAY SHOWN HEREON.
13. ALL ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL.
14. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF PFLUGERVILLE.
15. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
16. ALL PROPOSED FENCES, WALLS AND LANDSCAPING ADJACENT TO INTERSECTING PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SITE DISTANCE REQUIREMENTS OF THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL, AS AMENDED.
17. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
18. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
19. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT ON LOTS LOCATED WITHIN TRAVIS COUNTY.
20. ALL SINGLE FAMILY RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
21. ALL BUILDING SETBACK LINES WILL BE IN ACCORDANCE WITH THE COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT FOR LAKESIDE WCID NO. 3, BETWEEN ROWE LANE DEVELOPMENT, LTD., H2N CORPORATION, ATLAN ERNEST PFLUGER, JR., RUBY MAE PFLUGER, PATRICIA PFLUGER HOFFMAN, AND THE CITY OF PFLUGERVILLE, TEXAS, EFFECTIVE DATE NOVEMBER 22, 2004. SETBACKS BEING 5-FT SIDE, 25-FT FRONT, 20-FT REAR, AND 15-FT SIDE STREET (CORNER LOT)
22. ALL STREETS IN THIS SUBDIVISION ARE PUBLIC.
23. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS IN THIS SUBDIVISION LOCATED PARTIALLY OR WHOLLY WITHIN WILLIAMSON COUNTY. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
24. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.
25. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) 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 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 SYSTEM.
26. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
27. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
28. ALL SINGLE FAMILY RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOCUMENT NO. 1203-15-02-24 AND WILLIAMSON COUNTY, TEXAS, DOCUMENT NO. 9718185.
29. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE.
30. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
31. WITHIN A SIGHT DISTANCE EASEMENT ANY OBSTRUCTION OF SIGHT DISTANCE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF COMMISSIONERS' COURT AT OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.



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Chaparral
 Professional Land Surveying, Inc.
 Surveying and Mapping
 3500 McCall Lane
 Austin, Texas 78744
 512-443-1724
 TBPLS Firm No. 10124500

PROJECT NO.:
697-015
 DRAWING NO.:
697-015-PL-V B
 PLOT DATE:
12/06/2018
 PLOT SCALE:
1"=100'
 DRAWN BY:
JPA
 SHEET
04 OF 05

FINAL PLAT:
THE COMMONS AT ROWE LANE PHASE V B
TRAVIS COUNTY, TEXAS &
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., A TEXAS LIMITED PARTNERSHIP, BEING THE OWNER OF 20.595 ACRES IN THE JOHN KELSEY SURVEY, ABSTRACT NO. 2753, TRAVIS COUNTY, TEXAS, AND THE JACOB CASNER SURVEY, ABSTRACT NO. 918, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 48.325 ACRE TRACT CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2016171690 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 20.595 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 232.00, TO BE KNOWN AS

THE COMMONS AT ROWE LANE PHASE V B

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 15 DAY OF September, 2017 A.D.

LENNAR HOMES OF TEXAS
LAND AND CONSTRUCTION, LTD.,
A TEXAS LIMITED PARTNERSHIP
12401 RESEARCH BOULEVARD
BUILDING 1, SUITE 300
AUSTIN, TEXAS 78259

BY: LENNAR TEXAS HOLDING COMPANY
A TEXAS CORPORATION
ITS: GENERAL PARTNER

BY: [Signature]
NAME: RICHARD MAIER
TITLE: AUTHORIZED AGENT

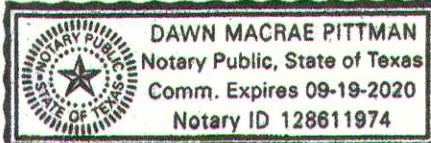
STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 15 DAY OF September, 2017, BY RICHARD MAIER, IN THE CAPACITY OF VICE PRESIDENT OF LENNAR TEXAS HOLDING COMPANY, A TEXAS CORPORATION.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 15 DAY OF September, 2017 A.D.

[Signature]
DAWN MACRAE PITTMAN
NOTARY PUBLIC, STATE OF TEXAS
[Signature]
DAWN MACRAE PITTMAN
PRINTED NAME

09-19-2020
MY COMMISSION EXPIRES



STATE OF TEXAS
CITY OF PFLUGERVILLE

APPROVED THIS 15 DAY OF September, 2017 A.D., BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: [Signature]
CHAIRPERSON

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

THIS PLAT IS LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE, TEXAS, THIS THE 15 DAY OF September, 2017 A.D.

BY: [Signature]
EMILY BARRON, PLANNING DIRECTOR

ATTEST:
[Signature]
KAREN THOMPSON, CITY SECRETARY



SURVEYOR'S CERTIFICATION

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ERIC J. DANNHEIM, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION CODE OF THE CITY OF PFLUGERVILLE, TEXAS, AND PURSUANT TO CHAPTER 82, TRAVIS COUNTY SUBDIVISION REGULATIONS, AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

DATE OF SURVEY: SEPTEMBER 13, 2017

[Signature]
ERIC J. DANNHEIM, R.P.L.S. 6075

SURVEYING BY:
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 MCCALL LANE
AUSTIN, TEXAS 78744
512-443-1724



ENGINEER'S CERTIFICATION

STATE OF TEXAS
COUNTY OF TRAVIS

I, JASON REECE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, PURSUANT TO CHAPTER 82, TRAVIS COUNTY SUBDIVISION REGULATIONS, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THE 100 YEAR FLOOD IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARY OF THE 100 YEAR FLOODPLAIN, AS SHOWN ON THE FEMA MAP COMMUNITY PANEL NO. 48453C0280J, DATED AUGUST 18, 2014.

[Signature]
JASON REECE, P.E. 127126

ENGINEERING BY:
GRAY ENGINEERING, INC.
8834 N. CAPITAL OF TEXAS HIGHWAY, SUITE 140
AUSTIN, TEXAS 78759
512-452-0371
TBPE # 2946



TRAVIS COUNTY COMMISSIONERS COURT RESOLUTION

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE

____ DAY OF _____, 20____ AD., THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ____ DAY OF _____, 20____ AD.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF

WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ AD., AT _____ O'CLOCK ____ M., DULY RECORDED ON THE ____ DAY OF _____, 20____ AD., AT _____ O'CLOCK ____ M., PLAT RECORDS OF SAID COUNTY AND STATE IN

DOCUMENT NUMBER _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS ____ DAY OF _____, 20____ AD.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

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

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS §

COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF WILLIAMSON COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR

RECORD IN MY OFFICE, ON THIS THE ____ DAY OF _____ 2016, A.D., AT _____ O'CLOCK ____ M., AND

DULY RECORDED THIS THE ____ DAY OF _____ 2016, A.D., AT _____ O'CLOCK ____ M., IN THE

PLAT RECORDS, OF SAID COURT IN DOCUMENT NO. _____

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

BY: _____
DEPUTY

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0371
FAX(512)454-9933
TBPE FIRM #2946

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
TBPLS Firm No. 10124500

PROJECT NO.: 697-015
DRAWING NO.: 697-015-PL-V B
PLOT DATE: 9/13/17
PLOT SCALE: 1"=100'
DRAWN BY: JPA
SHEET 05 OF 05

Commissioners Court - Regular Session

32.

Meeting Date: 12/18/2018

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

Submitted For: Terron Evertson

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Consent

Information

Agenda Item

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

Background

This proposed subdivision consists of 5 lots and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Chandler Corner

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Adam Boatright
Final Approval Date: 12/13/2018

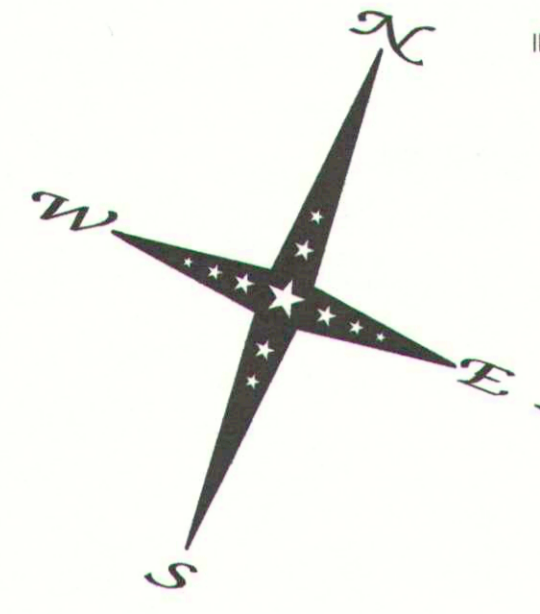
Reviewed By

Wendy Coco

Date

12/13/2018 11:33 AM
Started On: 12/13/2018 10:38 AM

FINAL PLAT OF CHANDLER CORNER



SCALE: 1" = 100'

William Ernest Albert
remainder tract
Volume 689 Page 813

OWNER: CHASE EQUITIES, INC.
3839 BEE CAVE ROAD SUITE 200
AUSTIN, TX 78746

ACREAGE: 26.31 ACRES
NO. OF BLOCKS: 1
LINEAR FEET OF NEW STREETS: 0
SUBMITTAL DATE:

DATE OF PLANNING & ZONING COMMISSION REVIEW:

ACREAGE BY LOT TYPE:
LOT 1: 4.39 ACRES COMMERCIAL
LOT 2: 3.00 ACRES COMMERCIAL
LOT 3: 5.12 ACRES COMMERCIAL
LOT 4: 5.80 ACRES COMMERCIAL
LOT 5: 8.00 ACRES COMMERCIAL

PATENT SURVEY: JOHN DYKES SURVEY, ABSTRACT No. 186

Legend

- ⊙ 1/2" Iron Rod Found
- ⊙ 1/2" Iron Pipe Found
- ⊕ Capped Iron Rod Found
- 1/2" Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc."
- Concrete Monument Found (Record Bearing and Distance)

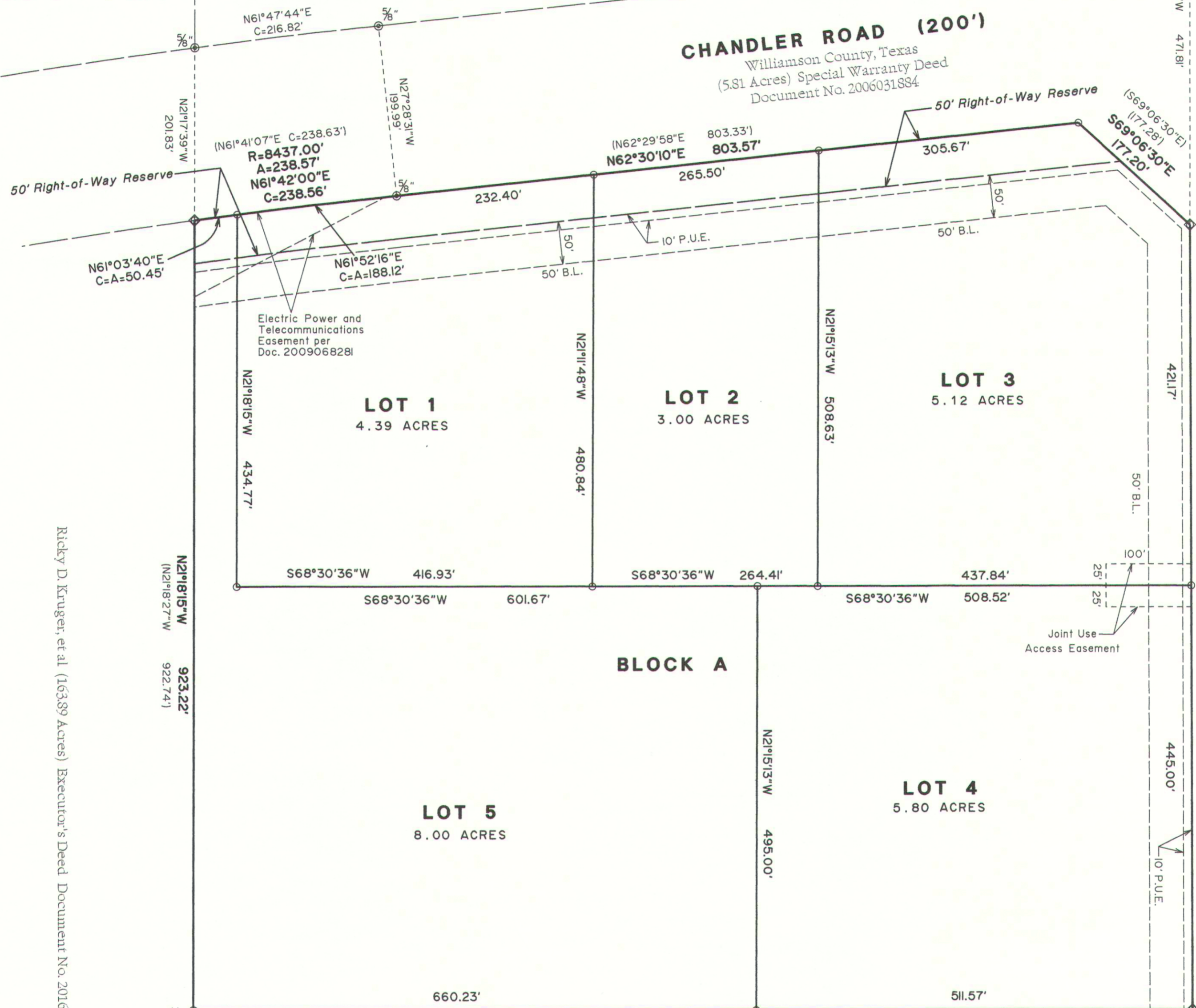
ENGINEER: KERRI K. PENA
GREEN CIVIL DESIGN, LLC
11130 JOLLYVILLE ROAD SUITE 101
AUSTIN, TEXAS 78759

SURVEYOR: HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TX 78704

JOHN DYKES SURVEY
ABSTRACT No. 186

CHANDLER ROAD (200')
Williamson County, Texas
(5.81 Acres) Special Warranty Deed
Document No. 2006031884

F.M. HIGHWAY No. 1660 (100')



Ricky D. Krueger, et al (16389 Acres) Executor's Deed Document No. 2016121073

Fuessel Holdings, LLC Special Warranty Deed Document No. 2012081609

at centerline HWY Station PC 174+20.31

Waco Tex Mix, Inc. and The Tiger & Snake Partners, L.P. (15.02 Acres) Warranty Deed Document No. 2006042716

STATE OF TEXAS
COUNTY OF WILLIAMSON
KNOW ALL MEN BY THESE PRESENTS
THAT, CHASE EQUITIES, INC., HOLDING TITLE NOMINALLY FOR NAJIB WEHBE, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2017078725 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
THIS SUBDIVISION IS TO BE KNOWN AS **CHANDLER CORNER**

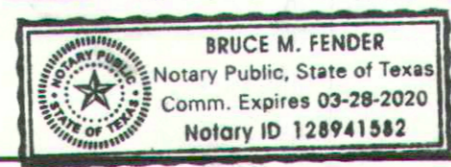
TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____ 20____.

[Signature]
NAJIB WEHBE
CHASE EQUITIES, INC.
3839 Bee Cave Road Suite 200
Austin, Texas 78746

STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 24TH DAY OF OCTOBER, 2018
BY NAJIB WEHBE OF CHASE EQUITIES, INC., ON BEHALF OF SAID

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: BRUCE M. FENDER
MY COMMISSION EXPIRES 3-28-2020



FINAL PLAT OF

CHANDLER CORNER

STATE OF TEXAS
COUNTY OF TRAVIS

I, HOLT CARSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THIS SURVEY WAS COMPLETED IN COMPLIANCE WITH THE MINIMUM STANDARDS OF PRACTICE AS PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEY, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY DIRECTION AND SUPERVISION. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

Holt Carson
HOLT CARSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5166
HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TEXAS
FIRM REGISTRATION NO. 10050700



10-23-2018
DATE

STATE OF TEXAS
COUNTY OF TRAVIS

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS. THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF.

Kerri K. Pena 10/23/2018
KERRI K. PEÑA, P.E. 90255
GREEN CIVIL DESIGN, LLC
TBP REGISTRATION NO. F-17563
11130 JOLLYVILLE ROAD SUITE 101
AUSTIN, TEXAS 78759



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

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

12/13/18
DATE

Teresa Baker
WILLIAMSON COUNTY 911 ADDRESSING COORDINATOR
Teresa Baker

10/24/18
DATE

NOTE:
THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

GENERAL NOTES:

- 1) NO PORTION OF THIS TRACT IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREAS INUNDED BY THE 1% ANNUAL FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NO. 48491C 0510 E DATED SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
- 2) A TEN FOOT (10') P.U.E. ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY DEDICATED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREON.
- 3) NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENT SHOWN HEREON.
- 4) WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SUPPLY CORP. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

FIELD NOTE DESCRIPTION OF 26.312 ACRES OF LAND OUT OF THE JOHN DYKES SURVEY ABSTRACT NO. 186 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (26.303 ACRE) TRACT OF LAND AS CONVEYED TO CHASE EQUITIES, INC. BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2017078725 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped iron rod found in the West right-of-way line of F.M. Highway No. 1660 for the Southeast corner of that certain (26.303 acre) tract of land as conveyed to Chase Equities, Inc. by Warranty Deed recorded in Document No. 2017078725 of the Official Public Records of Williamson County, Texas, and for the Northeast corner of that certain (15.020 acre) tract of land as conveyed to Waco Tex Mix, Inc., et al by Warranty Deed recorded in Document No. 2006042719 of the Official Public Records of Williamson County, Texas, and being the Southeast corner and PLACE OF BEGINNING of the herein described tract of land.

THENCE leaving the West right-of-way line of F.M. Highway No. 1660 with the common line of said Chase Equities (26.303 acre) tract and said Waco Texas Mix (15.020 acre) tract, S 68 deg. 30' 38" W 1171.80 ft. to a 1/2" iron rod found in the East line of that certain (163.80 acre) tract of land as conveyed to Ricky Kruger, et al by Executor's Deed recorded in Document No. 2016121073 of the Official Public Records of Williamson County, Texas, for the Southwest corner of said Chase Equities (26.303 acre) tract and the Northwest corner of said Waco Tex Mix (15.020 acre) tract, and being the Southwest corner of this tract.

THENCE with the West line of said Chase Equities (26.303 acre) tract, N 21 deg. 18' 15" W 923.22 ft. to a capped iron rod found in the curving South right-of-way line of Chandler Road for the Northwest corner of said Chase Equities (26.303 acre) tract and being the Northwest corner of this tract.

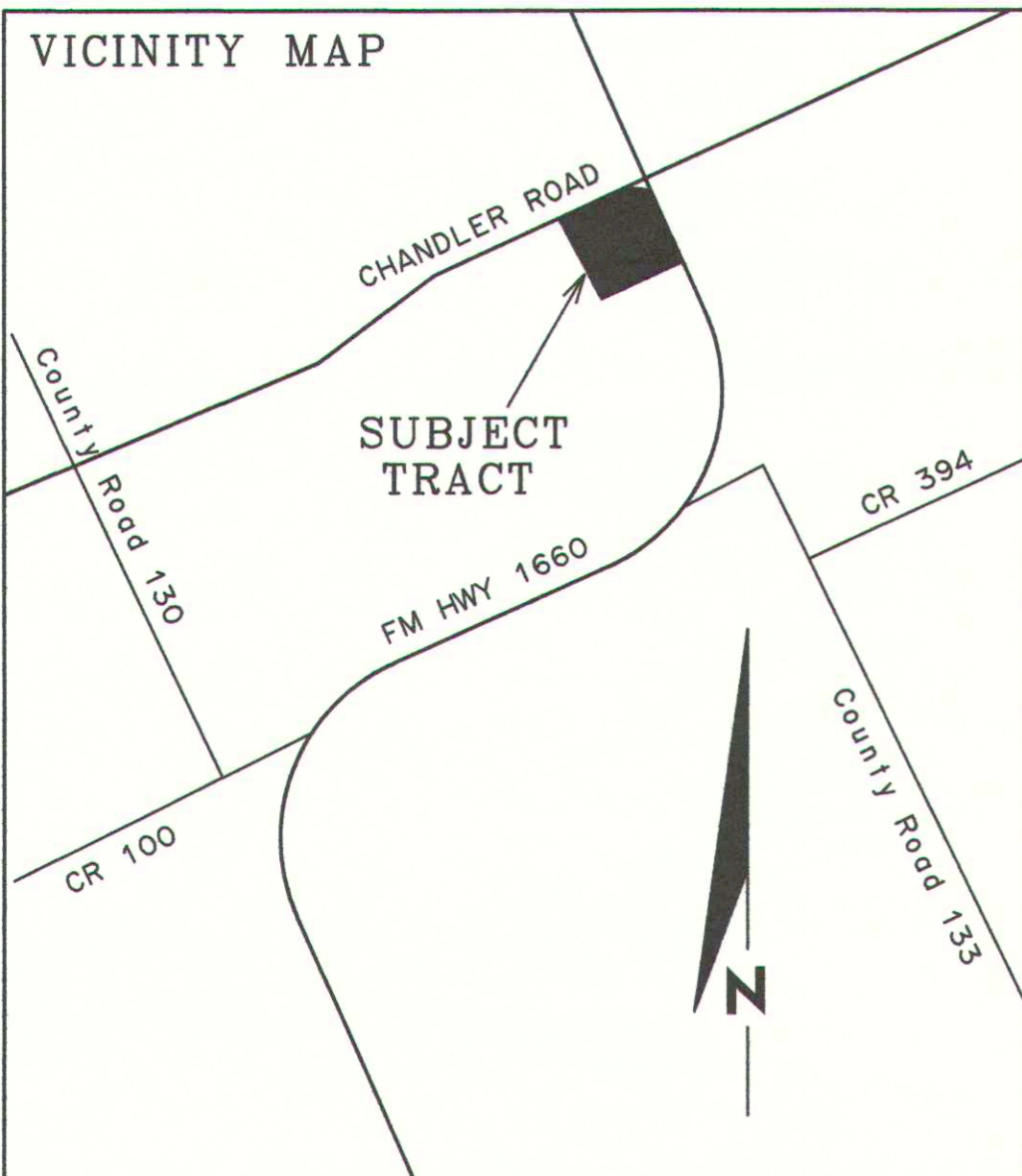
THENCE with the South right-of-way line of Chandler Road and with the North line of said Chase Equities (26.303 acre) tract, the following three (3) courses:

- 1) along a curve to the right with a radius of 8437.00 ft. for an arc distance of 238.57 ft. and which chord bears N 61 deg. 42' 00" E 238.56 ft. to a 3/8" iron rod found for a point of tangency.
- 2) N 62 deg. 30' 10" E 803.57 ft. to a 1/2" iron rod set with a plastic cap imprinted with "Holt Carson, Inc."
- 3) S 69 deg. 06' 30" E 177.20 ft. to a capped iron rod found at the point of intersection with the West right-of-way line of F.M. Highway No. 1660 for a Northeasterly angle corner of this tract.

THENCE with the West right-of-way line of F.M. Highway No. 1660 and with the East line of said Chase Equities (26.303 acre) tract, S 21 deg. 36' 28" E 916.17 ft. to the PLACE OF BEGINNING, containing 26.312 acres of land.

WILLIAMSON COUNTY NOTES:

1. THIS SUBDIVISION IS SUBJECT TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS LAST REVISED ON JANUARY 18, 2018.
2. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDENIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT. SUBJECT TO FIRST PAYING ADEQUATE COMPENSATION ACHIEVED THROUGH NEGOTIATIONS OR OTHERWISE AND BASED ON THEN CURRENT VALUE, THE COUNTY HAS THE RIGHT TO TAKE POSSESSION OF THE 50 FEET ROAD WIDENING RESERVATION AREA AS SHOWN ON THIS PLAT. NO STRUCTURES WILL BE PLACED WITHIN THE RESERVED RIGHT-OF-WAY.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
4. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND THE 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.
5. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
6. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
7. DRIVEWAYS FOR LOTS 1, 2, 3 AND 5 SHALL ONLY TAKE ACCESS FROM CHANDLER ROAD.
8. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING AND CUSTOM SIGNS IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
9. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
10. 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.
11. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.



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

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

BY:

DAN A. GATTIS
COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing Instrument of Writing and its Certificate of Authentication was filed for record in my office on the ____ day of _____, 20 __, A.D., at ____ o'clock ____ M. and duly recorded on the ____ day of _____, 20 __, A.D., at ____ o'clock ____ M., in the Official Public Records of said County in Document No. _____

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY this the ____ day of _____, 20 __, A.D.

NANCY RISTER, COUNTY CLERK WILLIAMSON COUNTY, TEXAS

BY: _____
Deputy

Commissioners Court - Regular Session

33.

Meeting Date: 12/18/2018

Judge 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 a resolution honoring Williamson County Judge Dan A. Gattis.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:03 AM

Started On: 12/12/2018 08:56 AM

Commissioners Court - Regular Session

34.

Meeting Date: 12/18/2018

Berry Springs Public Hearing

Submitted For: Valerie Covey

Submitted By: Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

9:30 AM – Hold Public Hearing pursuant to Texas Parks and Wildlife Code Chapter 26 regarding a proposal by the City of Georgetown to construct and maintain a wastewater interceptor line known as the “Berry Creek Interceptor Project”, and for the conveyance of an easement therefore, through Berry Springs Park and Preserve, a park owned and operated by Williamson County, Texas.

Background

The City is seeking to extend a wastewater gravity interceptor along Berry Creek from the lift station at Airport Road to the City of Georgetown's Pecan Branch Wastewater Treatment Plant at FM 971. The project is known as the Berry Creek Interceptor. The path of the line would travel through the County's Berry Springs Park and Preserve located just west of IH-35 and ending just east of CR 152 along Berry Creek. The line would necessitate both permanent and temporary easement rights to be acquired from the County across the parkland for construction and subsequent maintenance and operation of the line. The public hearing is being conducted in accordance with Texas Parks and Wildlife Code, Chapter 26. Also, in accordance with Texas Parks and Wildlife Code, Chapter 26, the City of Georgetown has caused to be published notices of hearing within a local paper as required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Rachel Rull
Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:28 AM
Started On: 12/12/2018 04:52 PM

Commissioners Court - Regular Session

35.

Meeting Date: 12/18/2018

Berry Springs Interceptor Action Item

Submitted For: Valerie Covey

Submitted By: Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on making a determination and finding, in accordance with Chapter 26 of the Texas Parks and Wildlife Code, that (1) there is no feasible and prudent alternative to the City of Georgetown's use of a portion of Berry Springs Park and Preserve for a wastewater interceptor known as the "Berry Creek Interceptor Project"; and (2) that the Berry Creek Interceptor Project includes all reasonable planning to minimize harm to the land, being a portion of Berry Springs Park and Preserve, resulting from the City of Georgetown's use of same; and take appropriate action on approving the City of Georgetown's proposal to construct and maintain the Berry Creek Interceptor Project, and future conveyance of an easement therefore, through Berry Springs Park and Preserve, a park owned and operated by Williamson County, Texas.

Background

The City is seeking to extend a wastewater gravity interceptor along Berry Creek from the lift station at Airport Road to the City of Georgetown's Pecan Branch Wastewater Treatment Plant at FM 971. The project is known as the Berry Creek Interceptor. The path of the line would travel through the County's Berry Springs Park and Preserve located just west of IH-35 and ending just east of CR 152 along Berry Creek. The line would necessitate both permanent and temporary easement rights to be acquired from the County across the parkland for construction and subsequent maintenance and operation of the line.

The Williamson County Commissioners Court must make the two findings and determinations in order to approve the City of Georgetown's proposal and associated easements for the line that would travel through Williamson County's Berry Springs Park and Preserve. Section 26.001(a) of the Texas Parks and Wildlife Code sets forth that a department, agency, political subdivision, county, or municipality of this state may not approve any program or project that requires the use or taking of any public land designated and used prior to the arrangement of the program or project as a park, recreation area, scientific area, wildlife refuge, or historic site, unless the department, agency, political subdivision, county, or municipality, acting through its duly authorized governing body or officer, determines that (1) there is no feasible and prudent alternative to the use or taking of such land; and (2) the program or project includes all reasonable planning to minimize harm to the land, as a park, recreation area, scientific area, wildlife refuge, or historic site, resulting from the use or taking. A finding required by Section 26.001(a) of the Texas Parks and Wildlife Code may be made only after notice and a hearing as required by this chapter.

The required public hearing and published notices will have been completed by Williamson County and the City of Georgetown prior to any action on this item in accordance with Chapter 26 of the Texas Parks and Wildlife Code.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/13/2018 11:28 AM

Form Started By: Rachel Rull
Final Approval Date: 12/13/2018

Started On: 12/12/2018 04:56 PM

Commissioners Court - Regular Session

36.

Meeting Date: 12/18/2018

Road Bond Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge the December 2018 Construction Summary Report for the Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[December 2018 Construction Summary Report](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 12:00 PM

Started On: 12/12/2018 03:09 PM



ROAD BOND PROGRAM

Construction Summary Report

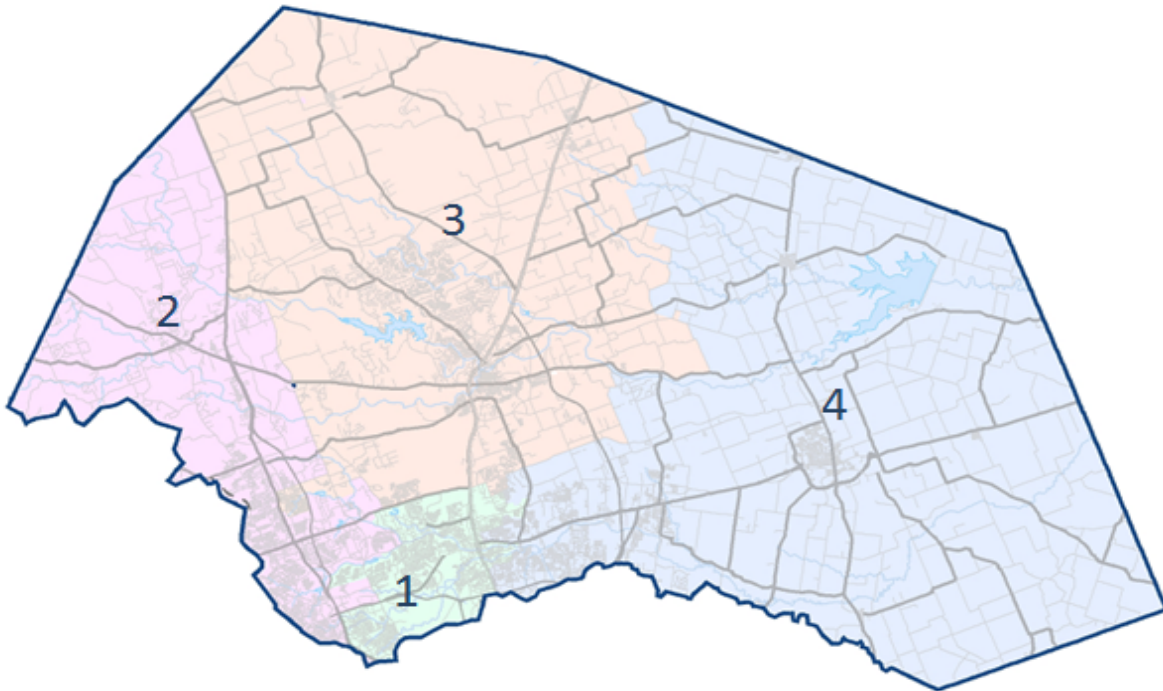
County Judge
Dan Gattis

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Larry Madsen

December 2018

WWW.ROADBOND.ORG

Volume XVII - Issue No.12



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

Table of Contents



Completed Projects..... 1

PRECINCT No. 1 – Commissioner Terry Cook 4

 RM 620 Phase 2 (Wyoming Springs to Deep Wood / O'Connor Drive North of RM
 620)..... 6

 Neenah Avenue Widening (Olive Hill Dr to .5 miles east of Olive Hill Drive)..... 7

 Neenah Avenue and Pearson Ranch Road Traffic Signal (Intersection
 Improvements) 9

PRECINCT No. 2 – Commissioner Cynthia Long 11

 CR 200 at Bold Sundown (South of Bold Sundown to North of the Intersection) . 13

 Bagdad Road at CR 278 (CR 279 at River Ranch County Park - Intersection
 Improvements) 14

 San Gabriel Ranch Road Bridge (Remuda Drive to San Gabriel Ranch Road) 16

 Ronald Reagan at Santa Rita (Turn Lane Improvements) 18

PRECINCT No. 3 – Commissioner Valerie Covey 20

 Arterial H Ph 1 (Sam Bass Road to existing Arterial H) 22

 Southwest Bypass Segment 1 (Southbound IH 35 to .5 miles west) 23

 Inner Loop Improvements (WilCo Way to Belmont Dr.) 24

 Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243) 25

PRECINCT No. 4 – Commissioner Larry Madsen 27

 CR 119 (Limmer Loop to Chandler Rd) 29

WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2018

Precinct 1

- Pond Springs Road (signal) – Apr 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014
- Pearson Ranch Road – Oct 2017
- Forest North Phase 2 – Oct 2017
- RM 620 Phase 2 – Jul 2018
- O'Connor Drive N of RM 620 – Jul 2018

Precinct 2

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015
- County Road 258 – Jul 2017
- County Road 200 at Bold Sundown – Oct 2018

WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2018

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Arterial H Extension Phase I – Feb 2018
- Relocation of Williamson County Regional Raw Water Line – Apr 2018

WILLIAMSON COUNTY

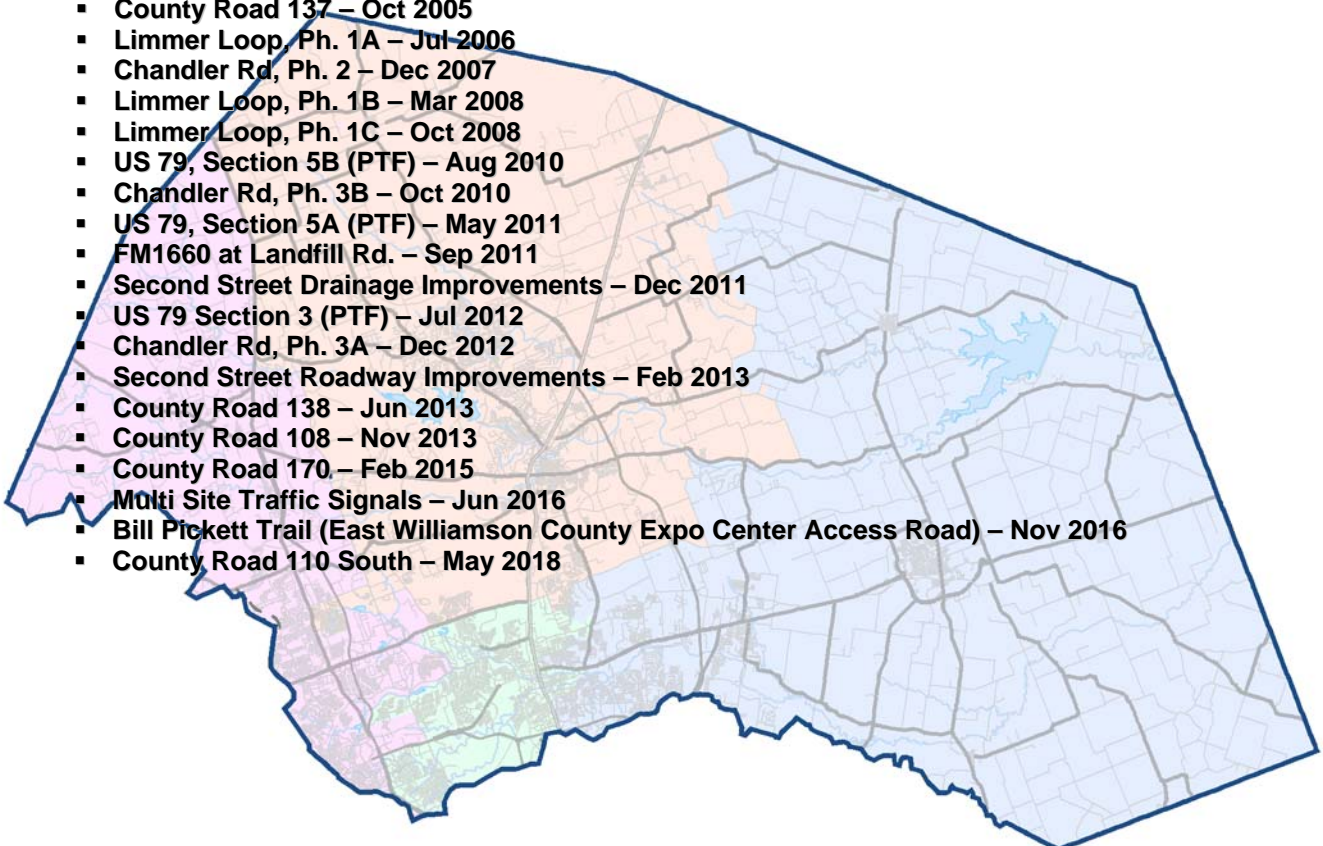
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2018

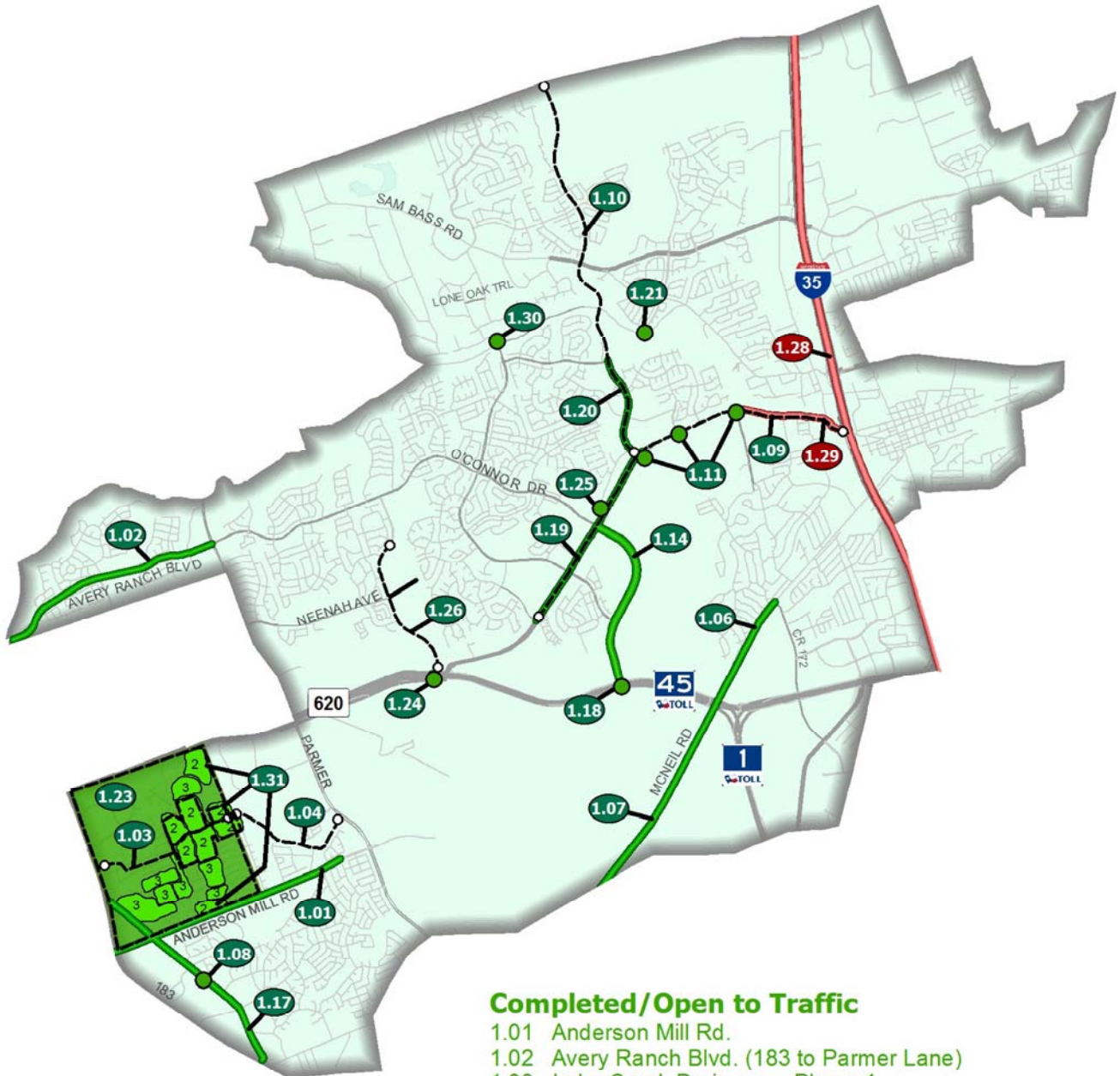
Precinct 4

- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi Site Traffic Signals – Jun 2016
- Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016
- County Road 110 South – May 2018



2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK



Completed/Open to Traffic

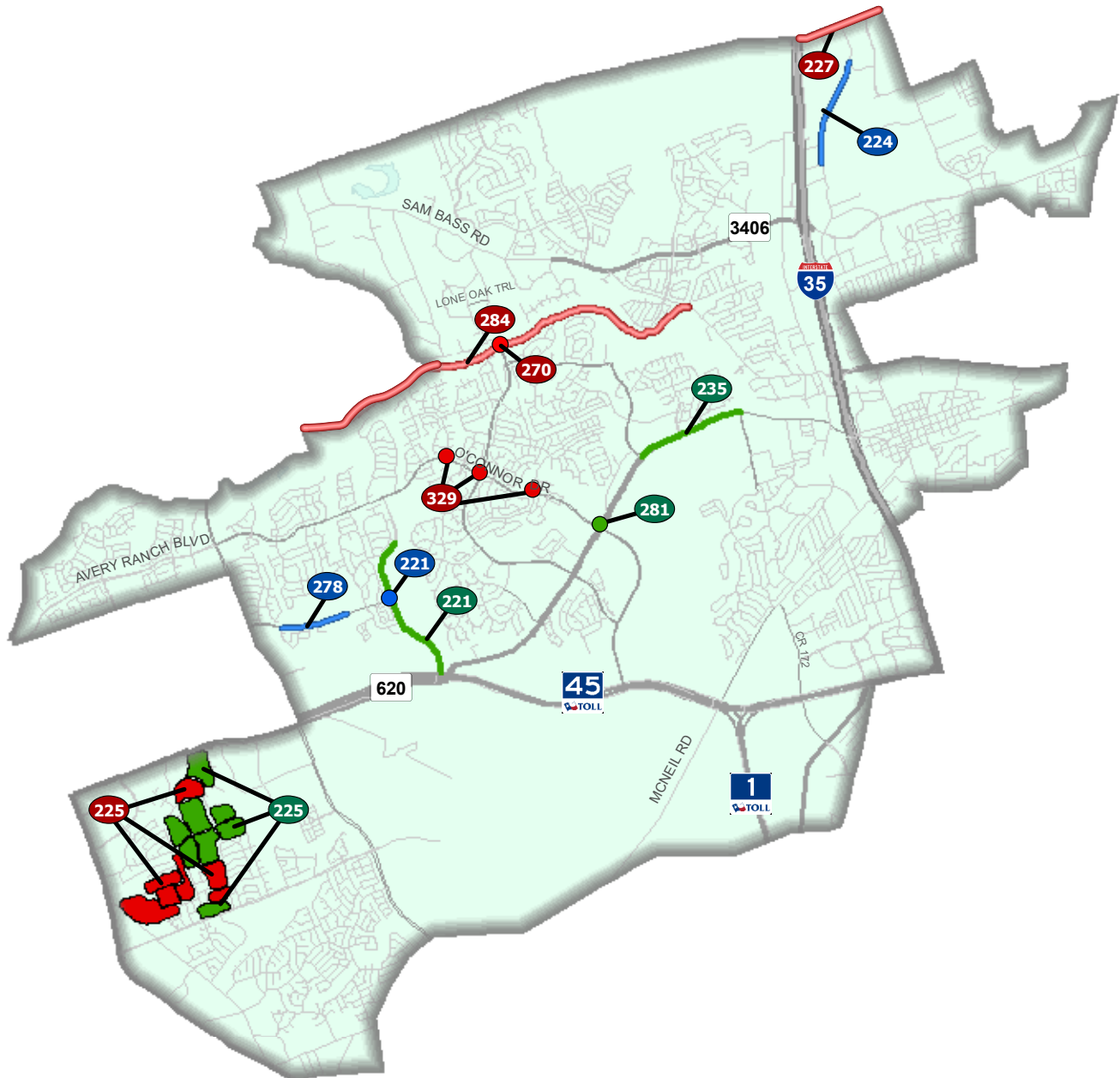
- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1 ○—○
- 1.04 Lake Creek Drainage – Phase 2 ○—○
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study ○—○
- 1.10 Wyoming Springs North Study ○—○
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.14 O'Connor Extension
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45
- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Study - Phase 1 []
- 1.25 King of Kings Crossing
- 1.26 Pearson Ranch Road (Design) ○—○
- 1.24 Pearson Ranch Underpass at SH 45/ RM 620
- 1.30 Great Oaks at Brushy Creek (design)
- 1.31 Forest North Drainage Improvements - Phase 2 (design) []
- 1.31 Forest North Drainage Improvements - Phase 3 (design) []

In Design

- 1.28 IH 35 Operational Analysis
- 1.29 RM 620 (IH 35 to Deep Wood Dr.)

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK



Completed/Open to Traffic

- 221 Pearson Ranch Road
- 225 Forest North Drainage Improvements - Phase 2
- 235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
- 281 O'Connor Drive North of RM 620

Under Construction/Bidding

- 221 Neenah Avenue and Pearson Ranch Road Traffic Signal
- 224 North Mays Street Extension (Paloma Dr. to Oakmont Dr.)
- 278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)

In Design

- 225 Forest North Drainage Improvements - Phase 3
- 227 University Blvd Widening (IH 35 to Sunrise Rd.)
- 270 Great Oaks at Brushy Creek
- 284 Hairy Man Rd/Brushy Creek Rd Safety Improvements (Arrowhead Trail to Sam Bass Road)
- 329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

**RM 620 Phase 2 (Wyoming Springs to Deep Wood)
Project No. 1608-108**

Original Contract Price = \$6,082,225.70

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted	Total Bid Days	Days Added	Total Days
9/28/2016	11/30/2016	1/3/2017	1/13/2017	7/18/2018		425	30	455
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% (\$) Used	% Time Used	
1	1/13/2017	1/31/2017	19	\$459,169.50	\$459,169.50	7	4	
2	2/1/2017	2/28/2017	28	\$280,194.00	\$739,363.50	12	10	
3	3/1/2017	3/31/2017	31	\$389,047.00	\$1,128,410.50	18	17	
4	4/1/2017	4/30/2017	30	\$516,962.84	\$1,645,373.34	26	24	
5	5/1/2017	5/31/2017	31	\$285,725.66	\$1,931,099.00	31	31	
6	6/1/2017	6/30/2017	30	\$313,267.57	\$2,244,366.57	36	37	
7	7/1/2017	7/31/2017	31	\$274,834.20	\$2,519,200.77	40	44	
8	8/1/2017	8/31/2017	31	\$285,281.13	\$2,804,481.90	45	51	
9	9/1/2017	9/30/2017	30	\$368,485.34	\$3,172,967.24	50	57	
10	10/1/2017	10/31/2017	31	\$299,932.60	\$3,472,899.84	55	64	
11	11/1/2017	11/30/2017	30	\$234,228.72	\$3,707,128.56	59	71	
12	12/1/2017	12/31/2017	31	\$154,371.19	\$3,861,499.75	61	78	
13	1/1/2018	1/31/2018	31	\$349,918.70	\$4,211,418.45	67	84	
14	2/1/2018	2/28/2018	28	\$331,786.31	\$4,543,204.76	72	91	
15	3/1/2018	3/31/2018	31	\$171,318.93	\$4,714,523.69	75	97	
16	4/1/2018	4/30/2018	30	\$203,885.15	\$4,918,408.84	78	104	
17	5/1/2018	5/31/2018	31	\$335,106.74	\$5,253,515.58	84	111	
18	6/1/2018	6/30/2018	30	\$555,695.76	\$5,809,211.34	92	117	
19	7/1/2018	7/31/2018	18	\$193,370.10	\$6,002,581.44	95	121	
20	8/1/2018	8/31/2018	0	\$30,265.93	\$6,032,847.37	96	121	

11/30/2018 Comments - Records are being prepared for TxDOT Audit.

Change Order Number	Approved	Cost This CO	Total COs
01	10/3/2017	7,495.80	7,495.80

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order adds revisions to the drainage system along Oaklands Drive, and the west end connection to the existing box culvert. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order changed the full depth reconstruction on the east end of the project to level up with hot mix on the existing pavement which eliminated traffic control phases that results in a cost savings for the County.

Change Order Number	Approved	Cost This CO	Total COs
02	1/30/2018	49,456.20	56,952.00

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order revises the drainage inlets along Oaklands Drive. 3E: County Convenience. Reduction of future maintenance. This Change Order revises the signal conduits and controller cabinet at Oaklands Drive and RM 620.

Change Order Number	Approved	Cost This CO	Total COs
03	5/22/2018	118,664.23	175,616.23

3F: County Convenience. Additional work desired by the County. This Change Order adds modifications to the left turn lane median turn bay on O'Connor Drive, north of RM 620. This is considered a major change order because it changes the project limits. This work was requested by the County.

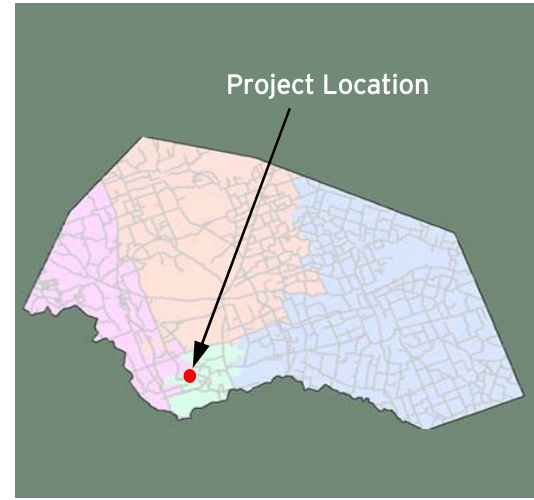
Change Order Number	Approved	Cost This CO	Total COs
04	7/24/2018	22,736.80	198,353.03

3F: County Convenience. Additional work desired by the County. This Change Order adds the removal of the raised center median on Oaklands at RM 620 and lengthens the inside left turn lane.

Change Order Number	Approved	Cost This CO	Total COs
05	8/28/2018	\$8,742.74	207,095.77

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds items necessary for final striping that were not included in the original plans.

Adjusted Price = \$6,289,321.47



Neenah Avenue Widening
 (Olive Drive to 0.5 mile east of Olive Drive)

Project Length: .56 miles
 Roadway Classification: Minor Arterial

Project Schedule: February 2018 - December 2018
 Estimated Construction Cost: \$2.5 Million



NOVEMBER 2018 IN REVIEW

11/9/2018: The 3'x5' rock access drives to the ponds have been completed. Installation of pedestrian hand rail continued. Hydro-mulching has begun on the project.

11/16/2018: All existing curb and gutter was removed along the eastbound lane. Fine grading of the flexible base began in preparation for prime and asphalt placement.

11/23/2018: Smith Contracting saw cut and removed a notch of pavement along roadway widening. Subcontractor Lone Star Paving completed paving of the roadway widening and side-streets. Lone Star Paving made pavement repairs in designated areas.

11/30/2018: Subcontractor Lone Star Paving completed crack sealing of the existing roadway. Protective and anti-graffiti coating was placed on concrete wall. General clean-up on project began.



Design Engineer: Stantec Consulting
 Contractor: Smith Contracting
 Construction Observation:
 Ryan Rivera, HNTB

Williamson County
 Road Bond Program

**Neenah Avenue Widening (Olive Drive to 0.5 mile east of Olive Drive)
Project No. 1710-194**

Original Contract Price = \$2,529,398.54

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/15/2017	12/6/2017	1/26/2018	2/5/2018			350	0	350

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	2/5/2018	2/23/2018	19	\$125,365.50	\$125,365.50	\$13,929.50	\$13,929.50	5	5
2	2/24/2018	3/23/2018	28	\$150,775.20	\$276,140.70	\$16,752.80	\$30,682.30	12	13
3	3/24/2018	4/25/2018	33	\$191,501.10	\$467,641.80	\$21,277.90	\$51,960.20	20	23
4	4/26/2018	5/25/2018	30	\$161,682.75	\$629,324.55	\$17,964.75	\$69,924.95	28	31
5	5/26/2018	6/25/2018	31	\$247,558.88	\$876,883.43	\$27,506.54	\$97,431.49	38	40
6	6/26/2018	7/25/2018	30	\$213,856.20	\$1,090,739.63	\$23,761.80	\$121,193.29	48	49
7	7/26/2018	8/25/2018	31	\$208,142.94	\$1,298,882.57	\$23,127.00	\$144,320.29	57	58
8	8/26/2018	9/25/2018	31	\$137,292.48	\$1,436,175.05	\$15,254.72	\$159,575.01	63	67
9	9/26/2018	10/25/2018	30	\$98,959.95	\$1,535,135.00	\$10,995.55	\$170,570.56	67	75
10	10/26/2018	11/30/2018	36	\$310,666.25	\$1,845,801.25	\$34,518.47	\$205,089.03	81	85

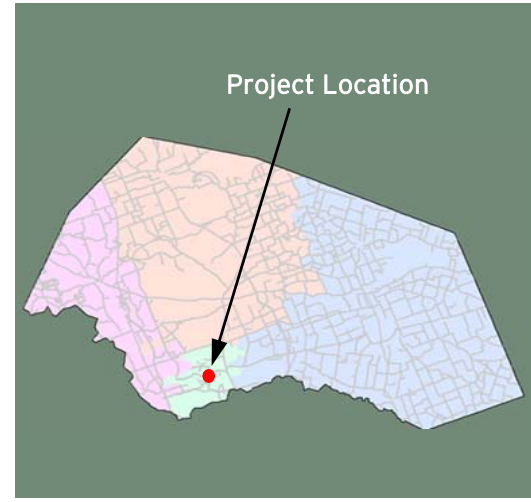
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/7/2018	2,510.91	2,510.91

4C: Third Party Accommodation. Compliance requirements of new laws and/or policies (impacting third party). This Change Order compensates the Contractor for the additional labor and equipment it took to connect the new water line to the existing water line that was not shown on the plans. The Contractor was directed by the City of Austin inspector to tie the new water line to the existing line in the field when it was discovered. The City has agreed to pay this additional cost.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/7/2018	4,362.51	6,873.42

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for additional costs to remove formwork and re-set formwork on a portion of the shared use path prior to the concrete being poured due to a grade change per the engineer's response to RFI #10. 3B: County Convenience. Public relations improvement. This Change Order also compensates the Contractor for upgrading to a stronger concrete for the driveway reconstruction in order to shorten the cure time and reduce the time the Catholic Church would be without their driveways.

Adjusted Price = \$2,536,271.96



Neenah Avenue at Pearson Ranch Road Traffic Signal
 (Intersection Improvements)

Project Length: .01 miles
 Roadway Classification: Intersection Signal

Project Schedule: August 2018 - December 2018
 Estimated Construction Cost: \$.28 Million



NOVEMBER 2018 IN REVIEW

- 11/9/2018:** Austin Traffic Signal completed drilling and pouring the remaining pedestrian pole foundations. Drilling began on the signal pole foundations.
- 11/16/2018:** Installation began on the 2" conduit from the foundations to the pull boxes.
- 11/23/2018:** Spoils were hauled off from the foundation drilling operation and general clean up was done at the work site.
- 11/30/2018:** ATS continued to wait on poles.



Design Engineer: Kimley-Horn
 Contractor: Austin Traffic Signal
 Construction Observation:
 Ryan Rivera, HNTB

Williamson County
 Road Bond Program



Pearson at Neenah Signal (Intersection Improvements)
Project No. 1804-222

Original Contract Price = \$267,031.15

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
5/16/2018	6/5/2018	7/20/2018	7/30/2018			150	0	150	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	7/30/2018	8/25/2018	27	\$9,538.66	\$9,538.66	\$1,059.85	\$1,059.85	4	18
2	8/26/2018	11/30/2018	97	\$58,180.50	\$67,719.16	\$6,464.50	\$7,524.35	27	83

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/24/2018	15,000.00	15,000.00

2C. Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order adds a force account item to the Contract to pay Austin Energy the cost to extend power service to the intersection.

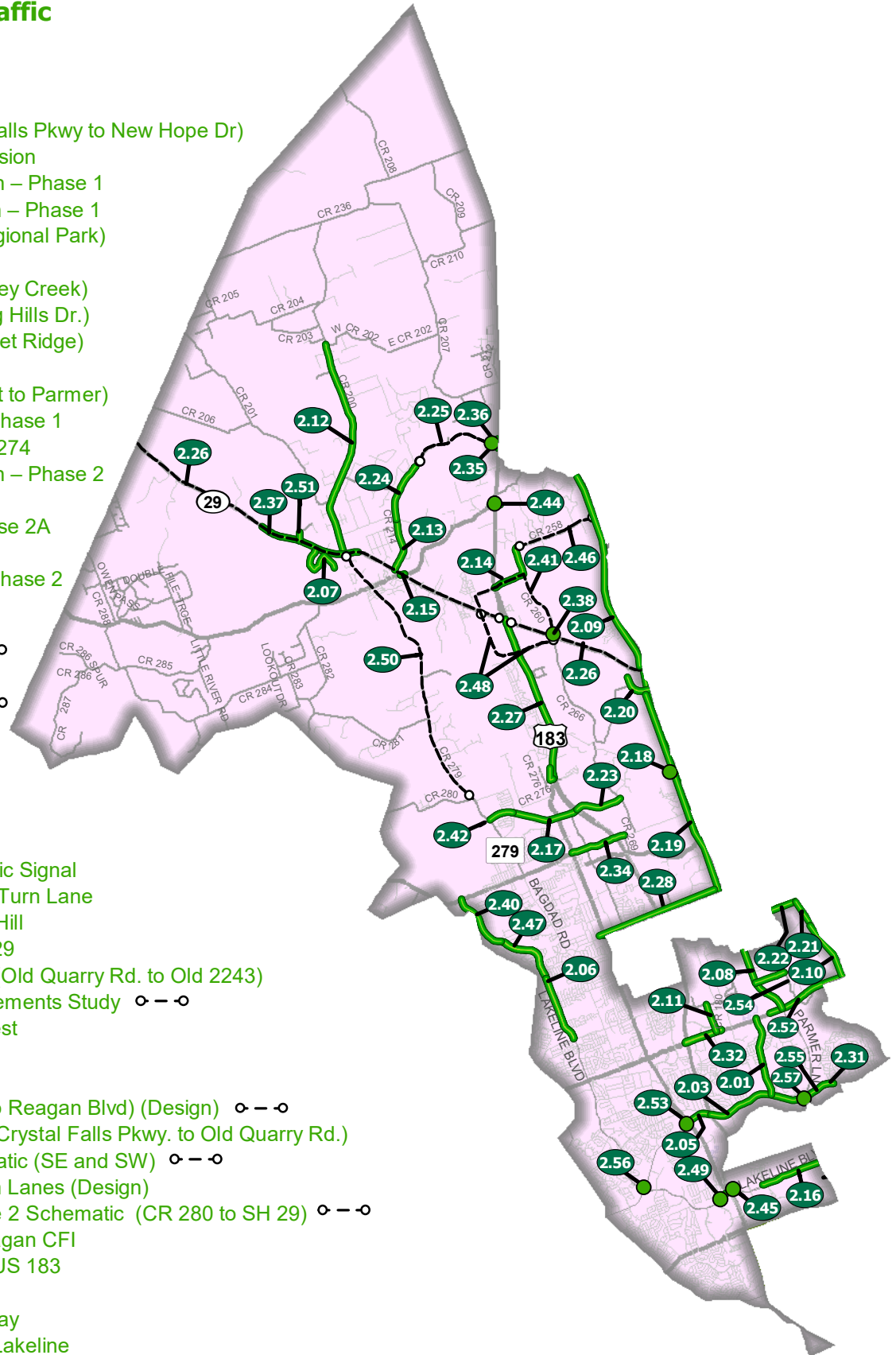
Adjusted Price = \$282,031.15

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG

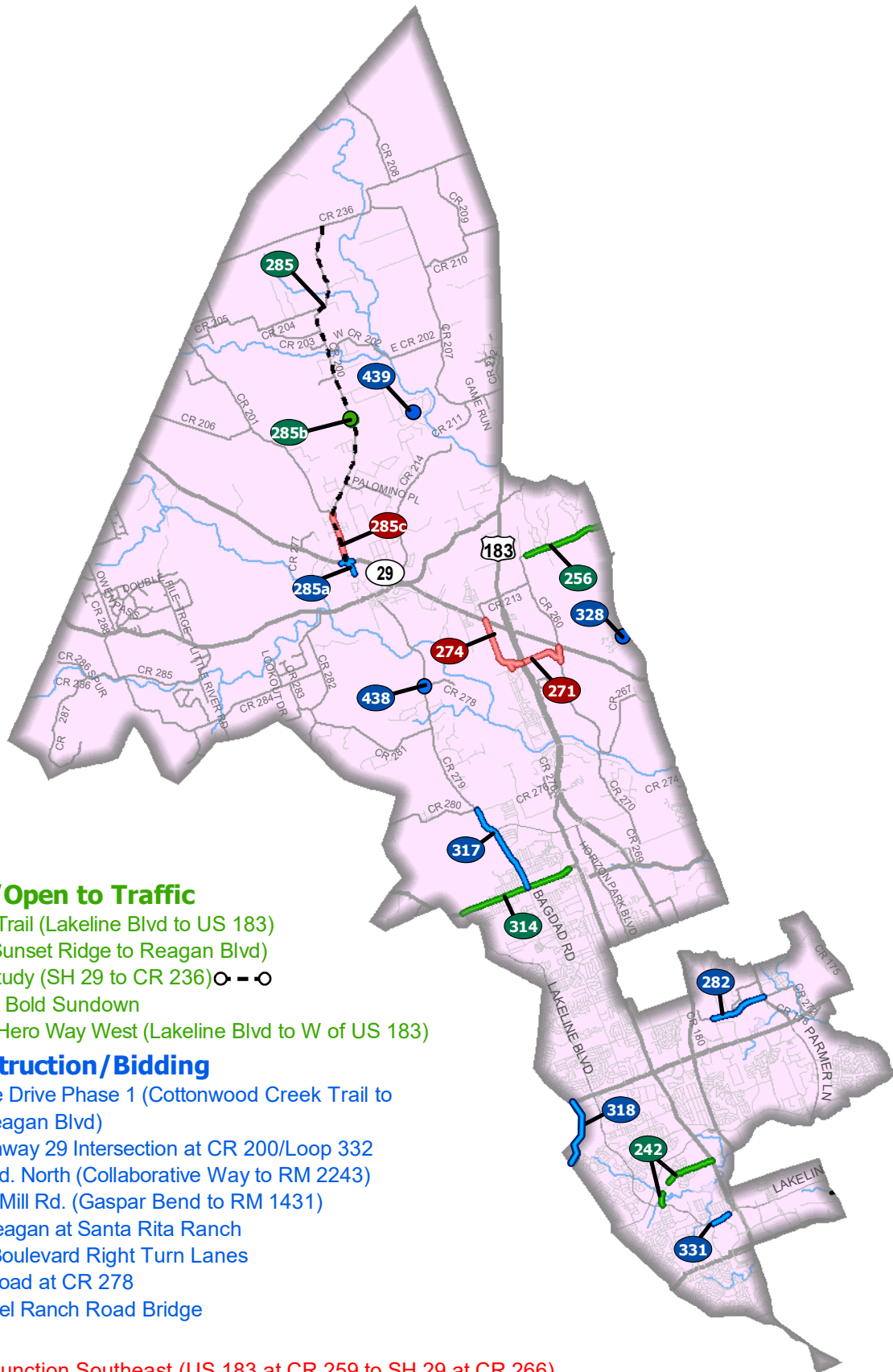
Completed/Open to Traffic

- 2.01 Vista Ridge Blvd.
- 2.03 Brushy Creek Road
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (RM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 RM 1869 at SH 29
- 2.16 Lakeline Blvd. (Lyndhurst to Parmer)
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension – Phase 2A
- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B Schematic ○ - ○
- 2.26 SH 29 Improvements Study & Schematic ○ - ○
- 2.27 US 183 (PTF)
- 2.28 CR 272
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.34 Hero Way
- 2.35 US 183 at FM 3405 Traffic Signal
- 2.36 US 183 at FM 3405 Left Turn Lane
- 2.37 SH 29 TWLTL in Liberty Hill
- 2.38 CR 260 / CR 266 at SH 29
- 2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
- 2.41 Seward Junction Improvements Study ○ - ○
- 2.42 San Gabriel Parkway West
- 2.44 US 183 at RM 1869
- 2.45 Lakeline Blvd. at US 183
- 2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ○ - ○
- 2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
- 2.48 Seward Junction Schematic (SE and SW) ○ - ○
- 2.49 Lakeline Blvd. Right Turn Lanes (Design)
- 2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ○ - ○
- 2.52 RM 1431 at Parmer/ Reagan CFI
- 2.53 Cypress Creek Road at US 183
- 2.54 CR 272 Overlay
- 2.55 Brushy Creek East Overlay
- 2.56 Cypress Creek Road at Lakeline
- 2.57 Brushy Creek Road at Parmer Lane



2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG



Completed/Open to Traffic

- 242 Little Elm Trail (Lakeline Blvd to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Blvd)
- 285 CR 200 Study (SH 29 to CR 236) ○ - - ○
- 285b CR 200 at Bold Sundown
- 314 Old 2243/Hero Way West (Lakeline Blvd to W of US 183)

Under Construction/Bidding

- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Blvd)
- 285a State Highway 29 Intersection at CR 200/Loop 332
- 317 Bagdad Rd. North (Collaborative Way to RM 2243)
- 318 Anderson Mill Rd. (Gaspar Bend to RM 1431)
- 328 Ronald Reagan at Santa Rita Ranch
- 331 Lakeline Boulevard Right Turn Lanes
- 438 Bagdad Road at CR 278
- 439 San Gabriel Ranch Road Bridge

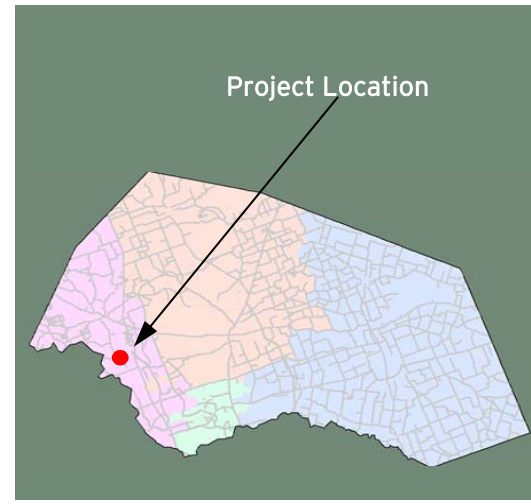
In Design

- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 285c CR 200 (CMTA Railroad to CR 201)

**CR 200 at Bold Sundown (South of Bold Sundown to north of Intersection)
Project No. 1802-217**

Original Contract Price = \$1,232,539.10

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/11/2018	4/24/2018	6/27/2018	7/9/2018	10/30/2018		45		45	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	7/9/2018	7/31/2018	17	\$74,180.25	\$74,180.25	\$8,242.25	\$8,242.25	7	38
2	8/1/2018	8/31/2018	17	\$82,674.72	\$156,854.97	\$9,186.08	\$17,428.33	14	76
3	9/1/2018	9/30/2018	4	\$39,983.49	\$196,838.46	\$4,442.61	\$21,870.94	18	84
4	10/1/2018	10/30/2018	6	\$98,140.59	\$294,979.05	\$10,904.51	\$32,775.45	27	98
5	11/1/2018	11/30/2018		\$8,377.36	\$303,356.41	\$930.82	\$33,706.27	27	98
11/30/2018 Comments - Punchlist work is ongoing.									
						Adjusted Price = \$1,232,539.10			



Bagdad Road at CR 278
 (Reconstruction of .5 miles of CR 279 and construction of River Ranch County Park Road)

Project Length: .99 Miles
 Roadway Classification: Rural Arterial

Project Schedule: October 2018-February 2020
 Estimated Construction Cost: \$2.96 Million



NOVEMBER 2018 IN REVIEW

- 11/9/2018:** Review of the submittals and subcontract agreements is ongoing.
- 11/16/2018:** Champion Site Prep set up work zone signs and barricades for traffic control Phase 1A.
- 11/23/2018:** Champion Site Prep began survey layout of project control points and location of erosion control devices.
- 11/30/2018:** AT&T subcontractor began relocation of fiber optic line. A groundbreaking ceremony is scheduled.



Design Engineer: Lockwood, Andrews, & Newnam
 Contractor: Champion Site Prep
 Construction Observation: Steven Shull / Feng Chen, HNTB

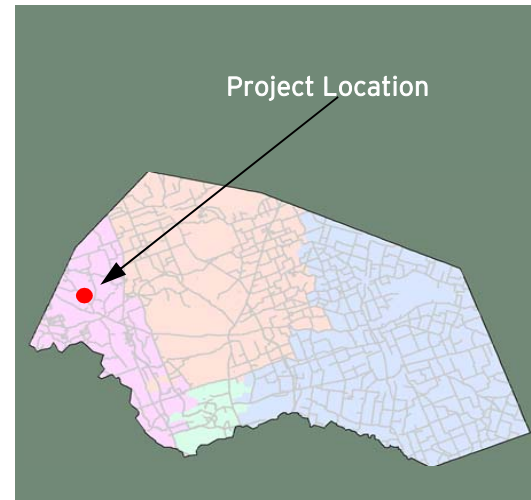
Williamson County
 Road Bond Program



Bagdad Road at CR 278
Project No. 1805-229

Original Contract Price = \$2,959,000.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/15/2018	9/11/2018	10/18/2018	10/28/2018			480		480	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
11/30/2018	Comments - Notice to Proceed was issued 10/18/2018 with time charges beginning 10/28/2018.								
							Adjusted Price = \$2,959,000.00		



San Gabriel Ranch Road Bridge
 (Remuda Drive and San Gabriel Ranch Road)

Project Length: .09 Miles
 Roadway Classification: Bridge

Project Schedule: October 2018-May 2019
 Estimated Construction Cost: \$1.43 Million



NOVEMBER 2018 IN REVIEW

11/9/2018: Greater Austin has staked the ROW and the construction easements. A path has been cleared to the creek. A field meeting was held on 11/7/18 to discuss dewatering. An attempt was made to clear the primary 30" corrugated metal pipe (CMP), but the existing CMP is too deep to work on.

11/16/2018: Natural dewatering continues.

11/30/2018: A syphon line was installed to expedite dewatering.



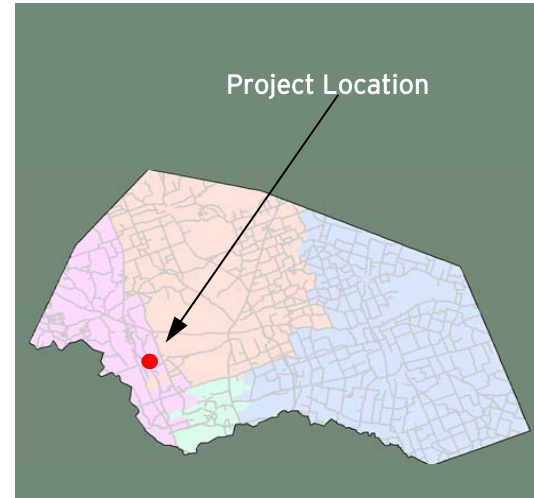
Design Engineer: Freese and Nichols
 Contractor: A Greater Austin Development Co
 Construction Observation: Steven Shull / Feng Chen, HNTB

Williamson County
 Road and Bridge

**San Gabriel Ranch Road Bridge
Project No. 1807-252**

Original Contract Price = \$420,608.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/5/2018	9/18/2018	10/12/2018	10/22/2018			125		125	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	11/1/2018	11/30/2018	0	\$20,025.00	\$20,025.00	\$2,225.00	\$2,225.00	5	0
11/30/2018	Comments - Notice to Proceed was issued 10/12/2018 with time charges beginning 10/22/2018.								
							Adjusted Price =	\$420,608.60	



Ronald Reagan at Santa Rita Ranch
 (Improvements on Ronald Reagan at Santa Rita Boulevard)

Project Length: .32 Miles
 Roadway Classification: Rural Arterial

Project Schedule: November 2018-February 2019
 Estimated Construction Cost: \$.42 Million



NOVEMBER 2018 IN REVIEW

11/9/2018: Joe Bland started roadway excavation and subgrade compaction for the northbound widening. Driveways have been saw cut and removed. The stripping of topsoil began for southbound widening.

11/16/2018 & 11/23/2018: Joe Bland continued roadway excavation and subgrade preparation for northbound and southbound widening.

11/30/2018: Excavation and preparation work at the subgrade continued for northbound and southbound widening. The southbound subgrade was proof-rolled.



Design Engineer: Williamson County
 Contractor: Joe Bland Construction
 Construction Observation:
 Steven Shull / Feng Chen, HNTB

Williamson County
 Road and Bridge

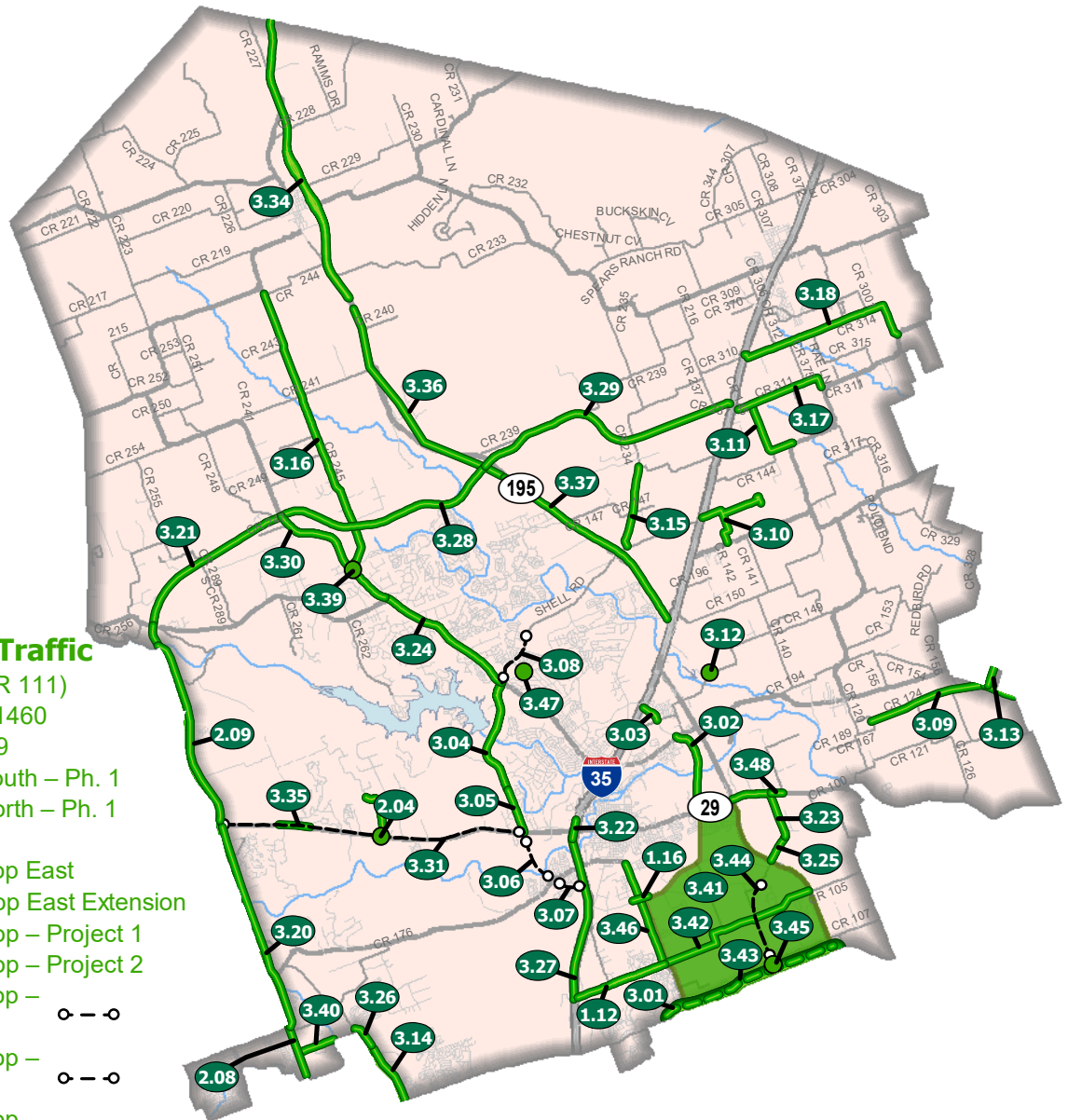
Ronald Reagan at Santa Rita (Turn Lane Improvements)
Project No. 1808-256

Original Contract Price = \$420,608.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/25/2018	10/9/2018	10/24/2018	11/5/2018			30		30	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	10/24/2018	10/31/2018	0	\$8,237.61	\$8,237.61	\$915.29	\$915.29	2	0
2	11/1/2018	11/30/2018	14	\$222,500.00	\$230,737.61	\$2,500.00	\$3,415.29	56	47
								Adjusted Price =	\$420,608.60

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY

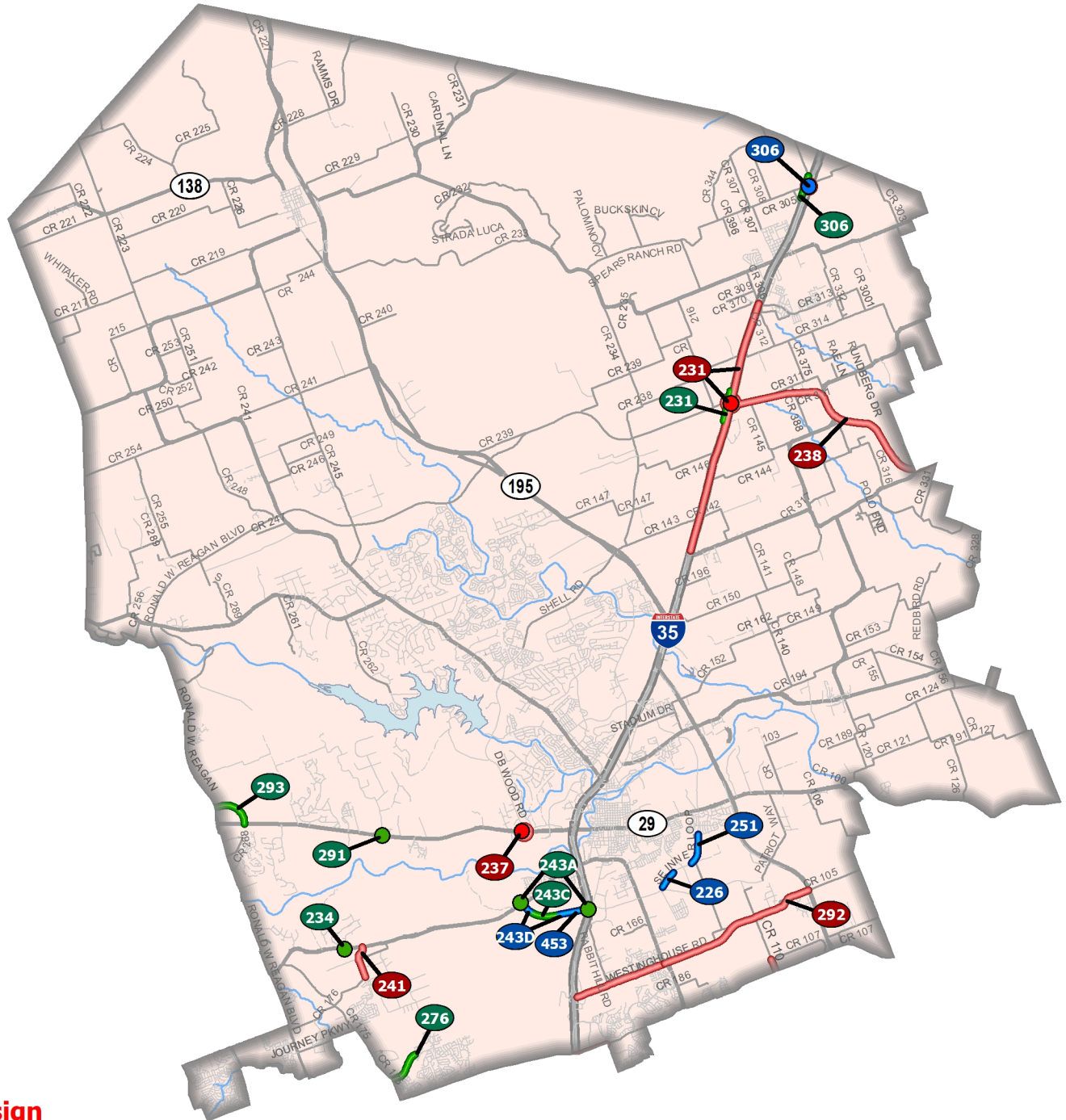


Completed/Open to Traffic

- 1.12 Westinghouse Rd. (CR 111)
- 1.16 SE Inner Loop at FM 1460
- 2.04 Cedar Hollow at SH 29
- 2.08 Ronald W. Reagan South – Ph. 1
- 2.09 Ronald W. Reagan North – Ph. 1
- 3.01 FM 1460 to CR 110
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study ○ - - ○
- 3.07 Georgetown Inner Loop – Project 4 Study ○ - - ○
- 3.08 Georgetown Inner Loop – Project 5 Study ○ - - ○
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 3.22 IH-35 at SH 29 Turnarounds (PTF)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.27 IH 35 Northbound Frontage Rd. and Ramps
- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic ○ - - ○
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 3.40 CR 179
- 3.41 CR 110 / Arterial A Study (design)
- 3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
- 3.43 University Blvd. (Chandler Rd) Expansion (Design)
- 3.44 CR 110 North ○ - - ○ (North of CR 107 to North of Sam Houston) (Design)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)
- 3.46 FM 1460 North
- 3.47 Madrid Drive Extension

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



In Design

- 231 Ronald Reagan at IH 35 (Bridge Replacement)
- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 237 DB Wood At SH 29 (Intersection Improvements)
- 238 Ronald Reagan Blvd Extension (IH 35 to SH 95)
- 241 CR 176 at RM 2243 (Safety Improvements)
- 292 CR 111 / CR 105 Westinghouse Rd.(FM 1460 to SH 130)

Under Construction/Bidding

- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 243d Southwest Bypass Segment 2 (0.5 miles west of southbound IH 35 to RM 2243)
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 306 CR 305 At IH 35 (Bridge Replacement)
- 453 Southwest Bypass Segment 1 (IH 35 southbound to 0.5 miles west)

Completed/ Open to Traffic

- 231 Relocation of 48" Williamson County Regional Raw Waterline - Line B
- 234 RM 2243 At Escalera Parkway
- 243a Southwest Bypass Driveways
- 243c Southwest Bypass Access Route
- 276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
- 291 SH 29 At Cedar Hollow
- 293 Kauffman Loop Phase 1 (NE quadrant of Reagan at SH 29)
- 306 Relocation of 48" Williamson County Regional Raw Waterline - Line A

Arterial H Phase 1 (Sam Bass Rd to existing Arterial H)
Project No. 1603-064

Original Contract Price = \$3,210,934.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/20/2016	5/16/2016	6/3/16 (Limited) 2/17/2017 (Amended Limited) 5/26/2017	6/5/2017	2/28/2018		150	120	270

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	6/1/2016	6/30/2016	0	\$134,198.10	\$134,198.10	\$14,910.90	\$14,910.90	4	0
2	7/1/2016	7/31/2016	0	\$182,746.89	\$316,944.99	\$20,305.21	\$35,216.11	10	0
3	8/1/2016	8/31/2016	0	\$93,893.40	\$410,838.39	\$10,432.60	\$45,648.71	13	0
4	9/1/2016	9/30/2016	0	\$206,817.21	\$617,655.60	\$22,979.69	\$68,628.40	20	0
5	6/4/2017	6/30/2017	27	\$47,340.00	\$664,995.60	\$5,260.00	\$73,888.40	21	10
6	7/1/2017	8/31/2017	62	\$587,022.75	\$1,252,018.35	\$65,224.75	\$139,113.15	40	33
7	9/1/2017	9/30/2017	30	\$320,055.75	\$1,572,074.10	\$35,561.75	\$174,674.90	50	44
8	10/1/2017	10/31/2017	31	\$158,107.95	\$1,730,182.05	\$17,567.55	\$192,242.45	55	56
9	11/1/2017	11/30/2017	30	\$140,265.17	\$1,870,447.22	\$15,585.02	\$207,827.47	60	67
10	12/1/2017	12/31/2017	31	\$186,341.94	\$2,056,789.16	\$20,704.66	\$228,532.13	66	78
11	1/1/2018	1/31/2018	31	\$412,576.91	\$2,469,366.07	\$45,841.88	\$274,374.01	79	90
12	2/1/2018	2/28/2018	28	\$600,971.37	\$3,070,337.44	-\$211,714.06	\$62,659.95	90	100
13	3/1/2018	5/31/2018	0	\$61,299.50	\$3,131,636.94	\$1,251.01	\$63,910.96	92	100
14	7/1/2018	7/31/2018	0	\$13,086.92	\$3,144,723.86	\$267.08	\$64,178.04	93	100
15	10/1/2018	10/31/2018	0	\$6,909.00	\$3,151,632.86	\$141.00	\$64,319.04	93	100

11/30/2018 Comments - The Certificate of Completion was issued to the Contractor. The Contractor is submitting close-out documents.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/29/2017	132,771.00	132,771.00

4C: Third Party Accommodation. Compliance requirements of new laws and/or policies (impacting third party). Project delayed, due to TCEQ approval process for Water Quality pond design changes. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). Design changes were necessary, due to unknown elevation of existing water table

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	1/23/2018	58,143.87	190,914.87

3E. County Convenience. Reduction of future maintenance. This change order adds soil retention blanket to the contract to prevent erosion and to establish vegetation on the slopes and along the roadway. 1B. Design Error or Omission. This change order also adds items to the contract for work shown in the plans but not included in the summary of items and quantities. 2E: Differing Site Conditions. (unforeseeable) Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order deletes lime treated subgrade items due to the quality of the material encountered at subgrade elevation.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	5/8/2018	63,231.96	254,146.83

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

Adjusted Price = \$3,465,081.63

**Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)
2017-0065-CIP**

Original Contract Price = \$5,599,200.86

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/27/2017	7/26/2017	8/21/2017	8/21/2017			337	0	337	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	8/21/2017	9/30/2017	41	\$481,587.30	\$481,587.30	\$25,346.70	\$25,346.70	9	12
2	10/1/2017	10/31/2017	31	\$458,144.63	\$939,731.93	\$24,112.88	\$49,459.58	17	21
3	11/1/2017	11/30/2017	30	\$165,940.58	\$1,105,672.51	\$8,733.71	\$58,193.29	20	30
4	12/1/2017	12/31/2017	31	\$175,800.58	\$1,281,473.09	\$9,252.66	\$67,445.95	24	39
5	1/1/2018	1/31/2018	31	\$568,442.13	\$1,849,915.22	\$29,918.01	\$97,363.96	34	49
6	2/1/2018	2/28/2018	28	\$282,226.98	\$2,132,142.20	\$14,854.05	\$112,218.01	39	57
7	3/1/2018	3/31/2018	31	\$696,205.12	\$2,828,347.32	\$36,642.70	\$148,860.71	52	66
8	4/1/2018	4/30/2018	30	\$424,409.91	\$3,252,757.23	\$22,337.04	\$171,197.75	60	75
9	5/1/2018	5/31/2018	31	\$267,712.89	\$3,520,470.12	\$14,089.28	\$185,287.03	65	84
10	6/1/2018	6/30/2018	30	\$352,872.20	\$3,873,342.32	\$18,572.22	\$203,859.25	71	93
11	7/1/2018	7/31/2018	31	\$149,691.68	\$4,023,034.00	\$7,878.51	\$211,737.76	74	102
12	8/1/2018	8/31/2018	31	\$857,510.85	\$4,880,544.85	\$45,133.02	\$256,869.91	90	112
13	9/1/2018	9/30/2018	30	\$156,114.59	\$5,036,659.44	\$7,805.73	\$264,675.64	93	120
14	10/1/2018	11/30/2018	61	\$180,115.20	\$5,216,774.64	\$9,075.50	\$273,751.14	96	139

11/30/2018 Comments - Substantial Completion has been requested. A punch list has been created and is being worked on.

	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	12/12/2017	114,077.58	114,077.58

Additional work desired by the City. This Change Order adds a stub-out of 380 feet to the east end of the Southwest Bypass for future connection to the Southeast Inner Loop at the IH-35 frontage road. All related items and quantities will be overruns or underruns of current Contract items.

Adjusted Price = \$5,713,278.44

**Inner Loop Improvements (WilCo Way to Belmont Dr.)
Project No. 1706-168**

Original Contract Price = \$5,352,696.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/9/2017	8/30/2017	9/18/2017	9/28/2017			300	90	390	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	9/28/2017	10/31/2017	34	\$324,036.00	\$324,036.00	\$36,004.00	\$36,004.00	6	9
2	11/1/2017	11/30/2017	30	\$429,129.00	\$753,165.00	\$47,681.00	\$83,685.00	15	16
3	12/1/2017	1/31/2018	62	\$460,398.44	\$1,213,563.44	\$51,155.38	\$134,840.38	24	32
4	2/1/2018	2/28/2018	28	\$52,007.22	\$1,265,570.66	\$5,778.58	\$140,618.96	25	39
5	3/1/2018	3/31/2018	31	\$346,718.46	\$1,612,289.12	\$38,524.28	\$179,143.24	32	47
6	4/1/2018	4/30/2018	30	\$616,068.50	\$2,228,357.62	\$68,452.05	\$247,595.29	44	55
7	5/1/2018	5/31/2018	31	\$625,661.55	\$2,854,019.17	\$69,517.95	\$317,113.24	57	63
8	6/1/2018	6/30/2018	30	\$940,709.70	\$3,794,728.87	\$104,523.31	\$421,636.55	76	71
9	7/1/2018	7/31/2018	31	\$464,007.65	\$4,258,736.52	\$51,556.40	\$473,192.95	85	79
10	8/1/2018	8/31/2018	31	\$164,300.22	\$4,423,036.74	\$18,255.58	\$491,448.53	88	87
11	9/1/2018	9/30/2018	30	\$55,348.69	\$4,478,385.43	\$6,149.85	\$497,598.38	89	94
12	10/1/2018	10/31/2018	31	\$35,315.10	\$4,513,700.53	\$3,923.90	\$501,522.28	90	102
13	11/1/2018	11/30/2018	30	\$68,351.25	\$4,582,051.78	\$7,594.58	\$509,116.86	91	110

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	12/5/2017	6,050.40	6,050.40

3E: County Convenience. Reduction of future maintenance. This Change Order revises the hot mix asphalt (HMAC) pavement section on the Inner Loop from one 2" lift of Type C HMAC to one 2" lift of Type D HMAC.

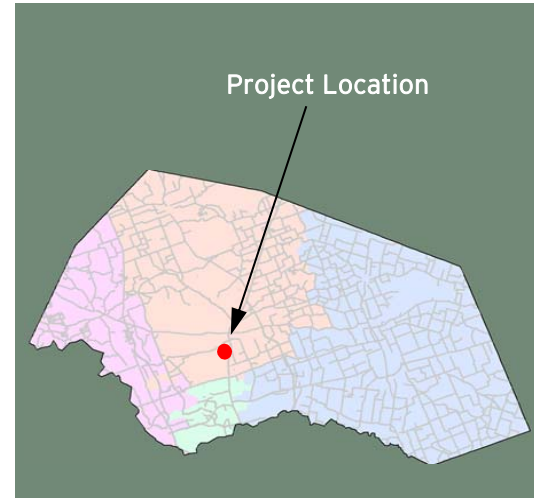
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/5/2018	37,681.73	43,732.13

3F: County Convenience. Additional work desired by the County. This Change Order pays for various additional items of work on the Central Maintenance portion of the project that include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, level up asphalt on the existing pavement, reconstruction of the remaining portion of the County Annex parking lot, relocation of the existing force main outside the limits of new parking lots, installation of conduit sleeves under the new parking lot for future irrigation and a revised seed mixture to match the existing campus lawn. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). Changes at the Wilco Way portion of the project include overrun in excavation cost due to change in the Construction Sequence requested by TCEQ and changes to the seed mixture. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(item 9). Pay item for 18" deep pavement repair (351-6011) will be deleted. The item will not be used because the repair of failures in the existing pavement does not require it.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/18/2018	183,780.89	227,513.02

3F: County Convenience. Additional work desired by the County. 2C: Differing Site Conditions(unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

Adjusted Price = \$5,580,209.02



Southwest Bypass Segment 2
 (Southbound IH 35 to RM 2243)

Project Length: 1.6 Miles
 Roadway Classification: Major Urban Collector

Project Schedule: September 2018 - November 2019
 Estimated Construction Cost: \$8.1 Million



NOVEMBER 2018 IN REVIEW

11/9/2018: Fence subcontractor Metallink completed work on the west side (Leander Rd.). Surveyors laid out the drill shafts on the west end for blasting.

11/16/2018: Subcontractor EBI set charges at Abutment 1 and the quarry to the south pond. Subcontractor Beard Drilling prepared for drilling. Grading began at the bridge abutments and bents for the drillers.

11/23/2018: Grading continued at the bridge abutments and bents for the drillers.

11/30/2018: Subcontractor EBI Drilling drilled on the west end and on ramp into quarry and blasted for the north pond and on the west end top. Subcontractor Beard Drilling mobilized an additional drilling rig for the bridge bent drill shafts. The ROW continued to be cleaned and mulch hauled off. Bents were prepared for drilling. Subcontractor Austin Roadway placed silt fence.



Design Engineer: HDR Engineering
 Contractor: James Construction
 Construction Observation:
 Pat De Los Santos, HNTB

Williamson County
 Road Bond Program

**Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
Project No. 1803-219**

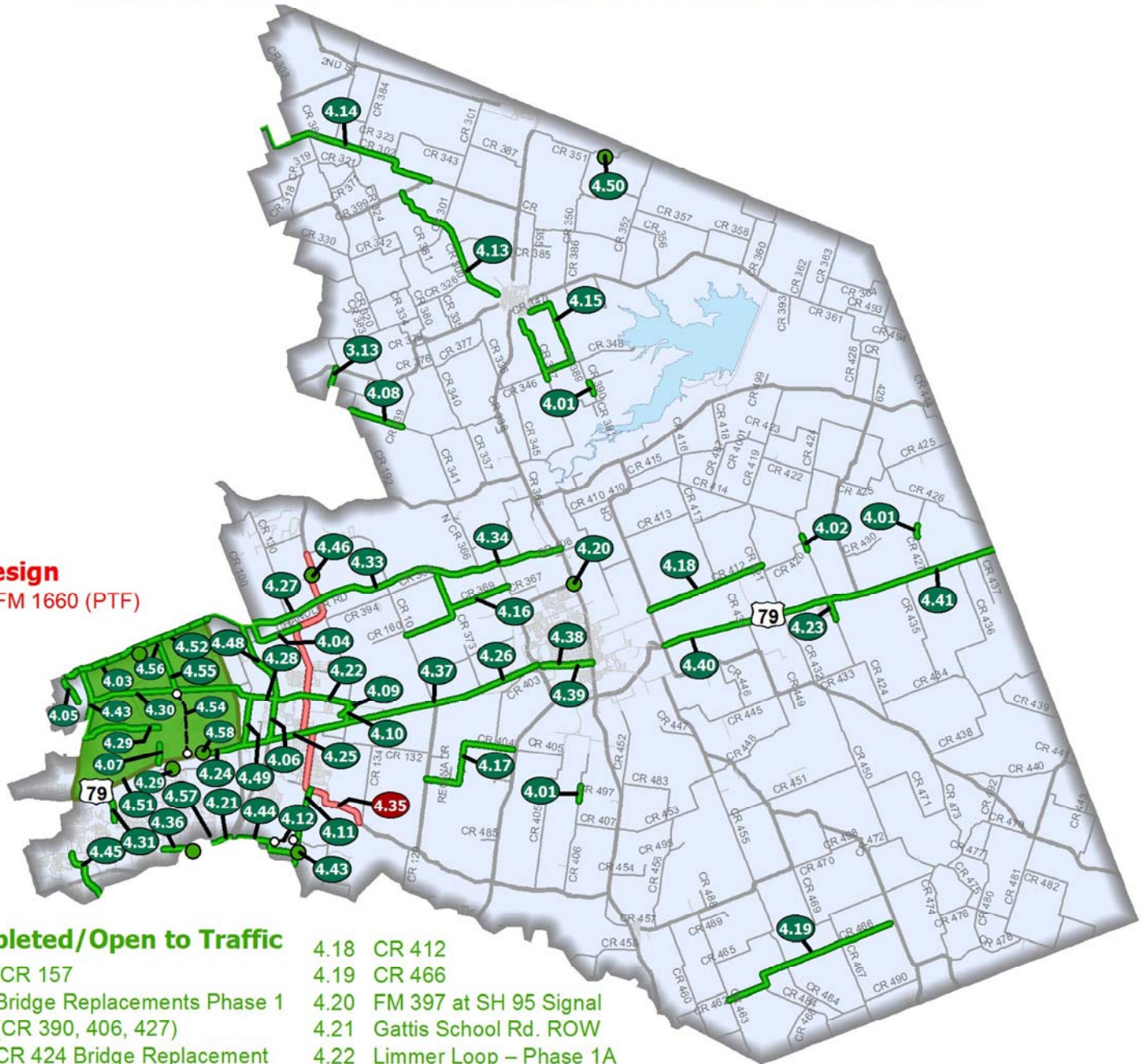
Original Contract Price = \$8,087,943.77

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
5/9/2018	6/19/2018	9/14/2018	9/24/2018			420	0	420	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	9/24/2018	10/25/2018	32	\$650,245.50	\$650,245.50	\$72,249.50	\$72,249.50	8.932987426	8
2	10/26/2018	11/25/2018	31	\$282,139.19	\$932,384.69	\$31,348.80	\$103,598.30	12.80897864	15
								Adjusted Price =	\$8,087,943.77

2006 ROAD BOND PROGRAM PROJECTS PRECINCT 4 - COMMISSIONER MADSEN

In Design

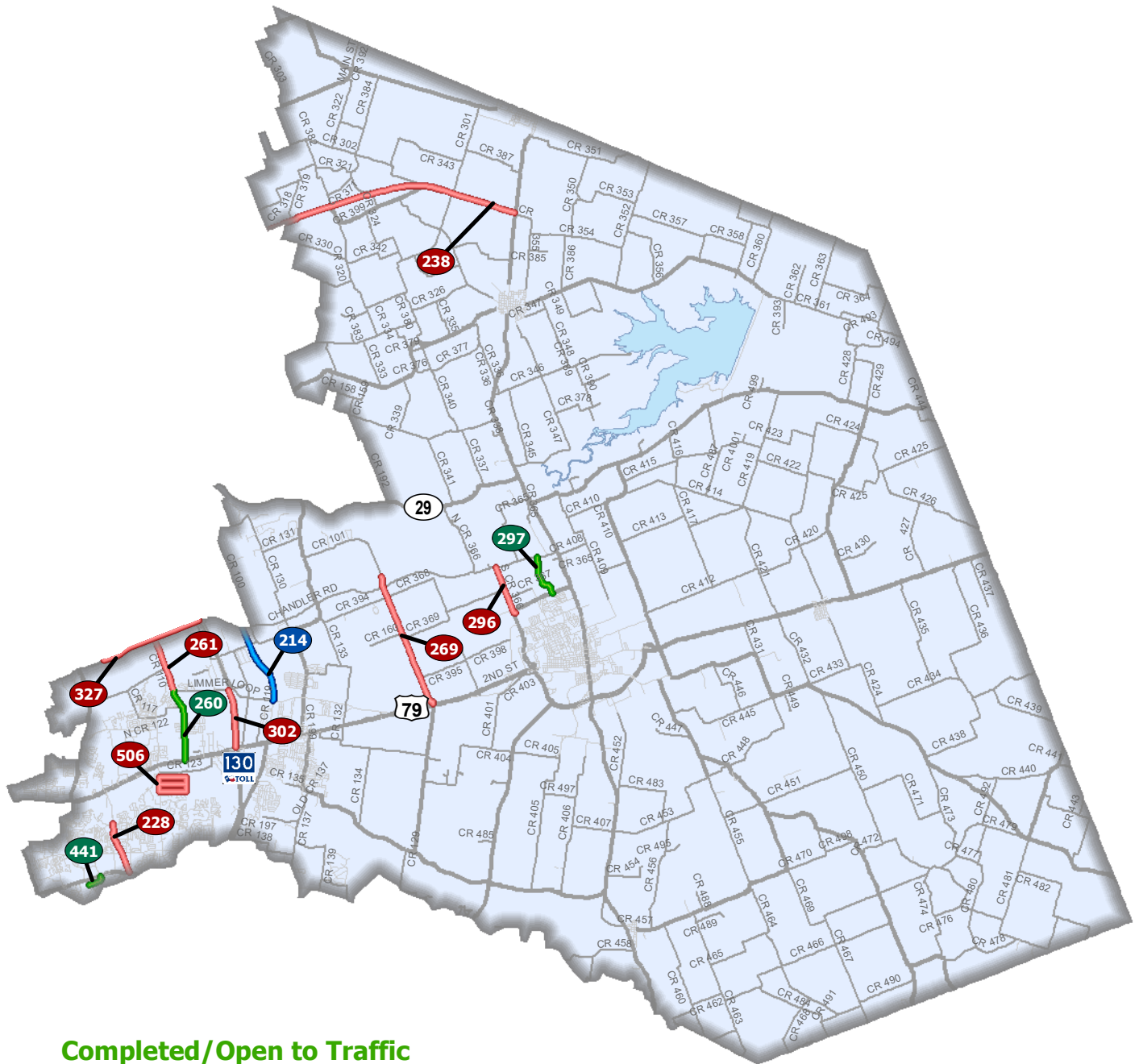
4.35 FM 1660 (PTF)



Completed/Open to Traffic

- | | | |
|---|---------------------------------------|---|
| 3.13 CR 157 | 4.18 CR 412 | 4.43 FM 1460 Section 2 |
| 4.01 Bridge Replacements Phase 1 (CR 390, 406, 427) | 4.19 CR 466 | 4.44 CR 138 |
| 4.02 CR 424 Bridge Replacement | 4.20 FM 397 at SH 95 Signal | 4.45 CR 170 |
| 4.03 Chandler Rd. - Phase 1 | 4.21 Gattis School Rd. ROW | 4.46 FM 1660 at Landfill Rd. (CR 128) |
| 4.04 CR 100 | 4.22 Limmer Loop - Phase 1A | 4.48 CR 119 |
| 4.05 CR 112 - Phase 1 | 4.23 Thrall School Zone | 4.49 CR 108 |
| 4.06 CR 119 | 4.24 US 79 - Section 1 | 4.50 CR 351 at Donahoe Creek |
| 4.07 CR 122 at US 79 | 4.25 US 79 - Section 2 | 4.51 CR 110/ Arterial A Study Area |
| 4.08 CR 124 | 4.26 US 79 - Section 3A | 4.52 University Blvd. (Chandler Rd.) Expansion |
| 4.09 CR 132 | 4.27 Chandler Rd. - Phase 2 | 4.54 CR 110 South - (Design) (US 79 to Limmer Lp) |
| 4.10 CR 136 | 4.28 Limmer Loop - Phase 1B | 4.55 CR 110 Middle (North of Limmer Loop to CR 107) |
| 4.11 CR 137 | 4.29 CR 113 / Old Settlers Blvd. | 4.56 CR 110 at University Blvd. (Signal) |
| 4.12 CR 138 & CR 139 Alignment Study | 4.30 Limmer Loop - Phase 1C | 4.57 Gattis School Rd. at Winterfield Dr. (Signal) |
| 4.13 CR 300 & CR 301 | 4.31 Kenney Fort Boulevard - Phase 1 | 4.58 Tradesman Park Crossing |
| 4.14 CR 302 | 4.33 Chandler Rd. - Phase 3A | |
| 4.15 CR 347 & CR 348 | 4.34 Chandler Rd. - Phase 3B | |
| 4.16 CR 368 & CR 369 (CR 101 to CR 366) | 4.36 Gattis School Road | |
| 4.17 CR 404 | 4.37 US 79 - Section 3 (PTF) | |
| | 4.38 2nd Street Improvements | |
| | 4.39 2nd Street Drainage Improvements | |
| | 4.40 US 79 Section 5A (PTF) | |
| | 4.41 US 79 Section 5B (PTF) | |

2013 ROAD BOND PROGRAM PROJECTS PRECINCT 4 - COMMISSIONER MADSEN



Completed/Open to Traffic

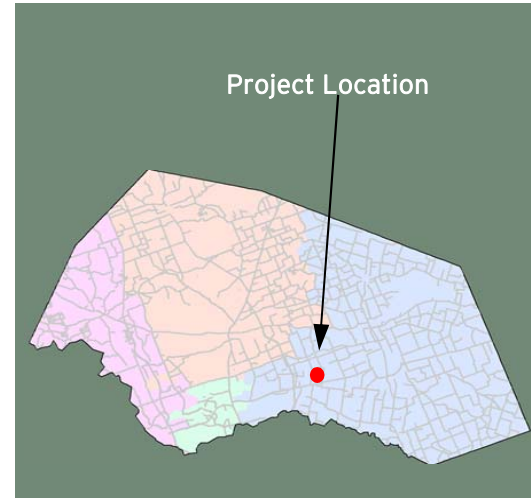
- 260 CR 110 South (US 79 to Limmer Loop)
- 297 Bill Pickett Trail (Carlos Parker Blvd to Chandler Road)
- 441 Roundville Lane (A.W. Grimes Blvd. to EBR of SH 45)

Under Construction/Bidding

- 214 CR 119

In Design

- 228 Kenney Fort Blvd. Segments 2 and 3 (Forest Creek Blvd. to SH 45)
- 238 Ronald Reagan Blvd Extension (IH 35 to SH 95)
- 261 CR 110 Middle (N Limmer Loop to CR 107)
- 269 CR 101 (US 79 to North of Chandler Rd.)
- 296 CR 366 Widening (Chandler Rd. to Carlos G. Parker Blvd.)
- 302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)
- 327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
- 506 Greenfield and Oak Bluff Estates Drainage Improvements



County Road 119
 (Limmer Loop to Chandler Road)

Project Length: 2.35 Miles
 Roadway Classification: Suburban Collector

Project Schedule: December 2017-March 2019
 Estimated Construction Cost: \$6.7 Million



NOVEMBER 2018 IN REVIEW

11/9/2018: Joe Bland Construction processed flexible base on CR 118 and on CR 119 from CR 118 to Chandler Road. Subcontractor Wheeler placed prime coat from Limmer Loop to CR 118. Wheeler began placing 3" of hot mix asphalt from Limmer Loop north. Subcontractor Jaime Construction placed riprap on the northwest corner of Cottonwood Creek Bridge.

11/16/2018: The fine grading of flexible base from south of CR 118 to Chandler Rd was completed and Wheeler placed prime coat. Topsoil was placed along the edge of the pavement between Culvert B and Culvert C. Wheeler continued placing the 3" of hot mix asphalt from Limmer Loop to the north.

11/23/2018: Topsoil was placed north and south side of CR 118. Rip rap was placed at Culvert A and formed at Culvert B. Subcontractor AAA Fence finished installing fence on west side to CR 118.

11/30/2018: Grading was completed on the east side from Culvert B to Culvert A was completed. Riprap was placed at Culvert A and continued at Culvert B. Jaime Construction placed riprap on the south side of bridge and continued to grade for riprap from the Bridge to Driveway 12 on the west side.



Design Engineer: Stantec Consulting
 Contractor: Joe Bland Construction
 Construction Observation:
 Steven Shull / Dave Thomas, HNTB

Williamson County
 Road Bond Program



**CR 119 (Limmer Loop to Chandler Road)
Project No. 1708-186**

Original Contract Price = \$6,640,302.71

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
10/25/2017	11/15/2017	12/8/2017	12/18/2017			450		450	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
1	12/1/2017	12/31/2017	31	\$65,613.60	\$65,613.60	\$7,290.40	\$7,290.40	1	7
2	1/1/2018	1/31/2018	31	\$473,860.64	\$539,474.24	\$52,651.18	\$59,941.58	9	14
3	2/1/2018	2/28/2018	28	\$323,428.91	\$862,903.15	\$35,936.55	\$95,878.13	14	20
4	3/1/2018	3/31/2018	31	\$229,232.44	\$1,092,135.59	\$25,470.27	\$121,348.40	18	27
5	4/1/2018	4/30/2018	30	\$630,740.24	\$1,722,875.83	\$70,082.25	\$191,430.65	29	34
6	5/1/2018	5/31/2018	31	\$298,792.28	\$2,021,668.11	\$33,199.14	\$224,629.79	34	40
7	6/1/2018	6/30/2018	30	\$448,853.39	\$2,470,521.50	\$49,872.60	\$274,502.39	41	47
8	7/1/2018	7/31/2018	31	\$494,029.30	\$2,964,550.80	\$54,892.14	\$329,394.53	50	54
9	8/1/2018	8/31/2018	31	\$464,999.77	\$3,429,550.57	\$51,666.64	\$381,061.17	57	61
10	9/1/2018	9/30/2018	30	\$91,950.30	\$3,521,500.87	\$10,216.70	\$391,277.87	59	68
11	10/1/2018	10/31/2018	31	\$150,146.37	\$3,671,647.24	\$16,682.93	\$407,960.80	61	74
12	11/1/2018	11/30/2018	30	\$637,015.84	\$4,308,663.08	\$70,779.54	\$478,740.34	72	81
Adjusted Price = \$6,640,302.71									

Commissioners Court - Regular Session

37.

Meeting Date: 12/18/2018

Public Hearing

Submitted By: Tammy Fennell, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 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.

Background

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 \$31,427.42 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.

See attached documentation for details. All changes are within the current adopted budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Position Budget Changes

Form Review

Inbox

Human Resources (Originator)
 County Judge Exec Asst.
 Form Started By: Tammy Fennell
 Final Approval Date: 12/13/2018

Reviewed By

Tammy Fennell
 Wendy Coco

Date

12/13/2018 11:00 AM
 12/13/2018 12:12 PM
 Started On: 12/13/2018 10:45 AM

Department	PCN	Position Title	*Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
210-Road & Bridge	1539	Operator I	\$36,237.31	\$35,500.00	\$737.31		Reallocation of surplus funds to other vacant positions	12/19/2018
210-Road & Bridge	1657	Operator I	\$34,594.85	\$35,500.00		\$905.15	Redistribution of budgeted surplus salary funds to vacant Operator I position	12/19/2018
210-Road & Bridge	1592	Operator I	\$34,680.00	\$35,500.00		\$820.00	Redistribution of budgeted surplus salary funds to vacant Operator I position	12/19/2018
210-Road & Bridge	1529	Operator I	\$35,273.76	\$35,500.00		\$226.24	Redistribution of budgeted surplus salary funds to vacant Operator I position	12/19/2018
210-Road & Bridge	1572	Operator I	\$42,466.95	\$35,500.00	\$6,966.95		Reallocation of surplus funds to other vacant positions	12/19/2018
210-Road & Bridge	1570	Operator I	\$37,409.04	\$35,500.00	\$1,909.04		Reallocation of surplus funds to other vacant positions	12/19/2018
210-Road & Bridge	1880	Operator I	\$30,911.71	\$35,500.00		\$4,588.29	Redistribution of budgeted surplus salary funds to vacant Operator I position	12/19/2018
210-Road & Bridge	1881	Operator I	\$30,911.71	\$35,500.00		\$4,588.29	Redistribution of budgeted surplus salary funds to vacant Operator I position	12/19/2018
210-Road & Bridge	1882	Operator I	\$30,911.71	\$35,500.00		\$4,588.29	Redistribution of budgeted surplus salary funds to vacant Operator I position	12/19/2018
210-Road & Bridge	1883	Operator I	\$30,911.71	\$35,500.00		\$4,588.29	Redistribution of budgeted surplus salary funds to vacant Operator I position	12/19/2018
210-Road & Bridge	1586	Admin. Tech III	\$44,802.23	\$41,000.00	\$3,802.23		Reallocation of surplus funds to other vacant positions	12/19/2018
210-Road & Bridge	1601	Operator V	\$52,670.01	\$45,780.99	\$6,889.02		Reallocation of surplus funds to other vacant positions	12/19/2018
509-Building Maintenance	0246	HVAC Tech. II	\$41,087.54	\$38,570.67	\$2,516.87		Reallocation of surplus funds to other vacant positions	12/19/2018
509-Building Maintenance	0230	Access Control Spvr. I	\$55,240.57	\$50,916.28	\$4,324.29		Reallocation of surplus funds to other vacant positions	12/19/2018
509-Building Maintenance	0241	Jail Maint. Tech. I	\$36,406.66	\$34,624.51	\$1,782.15		Reallocation of surplus funds to other vacant positions	12/19/2018
509-Building Maintenance	0242	HVAC Tech I Gen. Maint.	\$37,828.97	\$37,344.19	\$484.78		Reallocation of surplus funds to other vacant positions	12/19/2018
509-Building Maintenance	0240	Gen. Maint. Tech. I	\$37,800.67	\$35,785.89	\$2,014.78		Reallocation of surplus funds to other vacant positions	12/19/2018
509-Building Maintenance	1857	HVAC Tech. III	\$41,581.50	\$47,818.73		\$6,237.23	Redistribution of budgeted surplus salary funds to vacant position	12/19/2018
509-Building Maintenance	1858	Gen. Maint. Tech. II	\$34,126.47	\$39,012.11		\$4,885.64	Redistribution of budgeted surplus salary funds to vacant position	12/19/2018

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session

38.

Meeting Date: 12/18/2018

Position Budget Salary Changes

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 change 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
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Attachments

Position Budget Change

Form Review

Inbox

Human Resources (Originator)
County Judge Exec Asst.
Form Started By: Tammy Fennell
Final Approval Date: 12/13/2018

Reviewed By

Tammy Fennell
Wendy Coco

Date

12/13/2018 11:00 AM
12/13/2018 12:13 PM
Started On: 12/13/2018 10:52 AM

Department	PCN	Position Title	*Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
210-Road & Bridge	1539	Operator I	\$36,237.31	\$35,500.00	\$737.31		Reallocation of surplus funds to other vacant positions	12/19/2018
210-Road & Bridge	1657	Operator I	\$34,594.85	\$35,500.00		\$905.15	Redistribution of budgeted surplus salary funds to vacant Operator I position	12/19/2018
210-Road & Bridge	1592	Operator I	\$34,680.00	\$35,500.00		\$820.00	Redistribution of budgeted surplus salary funds to vacant Operator I position	12/19/2018
210-Road & Bridge	1529	Operator I	\$35,273.76	\$35,500.00		\$226.24	Redistribution of budgeted surplus salary funds to vacant Operator I position	12/19/2018
210-Road & Bridge	1572	Operator I	\$42,466.95	\$35,500.00	\$6,966.95		Reallocation of surplus funds to other vacant positions	12/19/2018
210-Road & Bridge	1570	Operator I	\$37,409.04	\$35,500.00	\$1,909.04		Reallocation of surplus funds to other vacant positions	12/19/2018
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210-Road & Bridge	1881	Operator I	\$30,911.71	\$35,500.00		\$4,588.29	Redistribution of budgeted surplus salary funds to vacant Operator I position	12/19/2018
210-Road & Bridge	1882	Operator I	\$30,911.71	\$35,500.00		\$4,588.29	Redistribution of budgeted surplus salary funds to vacant Operator I position	12/19/2018
210-Road & Bridge	1883	Operator I	\$30,911.71	\$35,500.00		\$4,588.29	Redistribution of budgeted surplus salary funds to vacant Operator I position	12/19/2018
210-Road & Bridge	1586	Admin. Tech III	\$44,802.23	\$41,000.00	\$3,802.23		Reallocation of surplus funds to other vacant positions	12/19/2018
210-Road & Bridge	1601	Operator V	\$52,670.01	\$45,780.99	\$6,889.02		Reallocation of surplus funds to other vacant positions	12/19/2018
509-Building Maintenance	0246	HVAC Tech. II	\$41,087.54	\$38,570.67	\$2,516.87		Reallocation of surplus funds to other vacant positions	12/19/2018
509-Building Maintenance	0230	Access Control Spvr. I	\$55,240.57	\$50,916.28	\$4,324.29		Reallocation of surplus funds to other vacant positions	12/19/2018
509-Building Maintenance	0241	Jail Maint. Tech. I	\$36,406.66	\$34,624.51	\$1,782.15		Reallocation of surplus funds to other vacant positions	12/19/2018
509-Building Maintenance	0242	HVAC Tech I Gen. Maint.	\$37,828.97	\$37,344.19	\$484.78		Reallocation of surplus funds to other vacant positions	12/19/2018
509-Building Maintenance	0240	Gen. Maint. Tech. I	\$37,800.67	\$35,785.89	\$2,014.78		Reallocation of surplus funds to other vacant positions	12/19/2018
509-Building Maintenance	1857	HVAC Tech. III	\$41,581.50	\$47,818.73		\$6,237.23	Redistribution of budgeted surplus salary funds to vacant position	12/19/2018
509-Building Maintenance	1858	Gen. Maint. Tech. II	\$34,126.47	\$39,012.11		\$4,885.64	Redistribution of budgeted surplus salary funds to vacant position	12/19/2018

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session

39.

Meeting Date: 12/18/2018

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

Submitted For: Robert Daigh

Submitted By: Lydia Linden, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 11/14/2018

Reviewed By

Wendy Coco

Date

11/14/2018 02:47 PM

Started On: 11/14/2018 12:51 PM

Commissioners Court - Regular Session

40.

Meeting Date: 12/18/2018

Discuss consider and take action regarding appointment of Williamson County representative for CAMPO technical Advisory Committee

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 regarding the appointment of Robert B. Daigh, P.E. as the Williamson County representative of the CAMPO Technical Advisory Committee and Anna Lan as an alternate member for fiscal year 2019,

Background

CAMPO requires all TAC memberships to be renewed on a yearly basis.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Lydia Linden
Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:29 AM
Started On: 12/13/2018 08:42 AM

Commissioners Court - Regular Session

41.

Meeting Date: 12/18/2018

Discuss consider and take appropriate action on Change Order No 2 for Cambria Cavern

Submitted For: Terron Evertson

Submitted By: Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 2, to contract number B004339.001, in the amount of -\$98,707.11 for Cambria Cavern.

Background

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved. Original contract amount with Change Order No. 1 was \$615,833.00. With the addition of this change order, of -\$98,707.11, final contract amount will be \$517,125.89. The negative change order is the result of less concrete fill and geogrid being used due to over estimating the area of voids inside the cavern.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Change Order No. 2- Cambria Cavern

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kelly Murphy

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:29 AM

Started On: 12/13/2018 08:24 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: Chasco Constructors

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

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

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

Project: B004339.001

Roadway: Cambria Cavern

Purchase Order Number: _____

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: NA

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions to the contract are attached: Yes No

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

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

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

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: (\$98,707.11)

THE CONTRACTOR Date 12-3-18

By [Signature]

Typed/Printed Name Cory Westfall

Typed/Printed Title PM

RECOMMENDED FOR EXECUTION:

[Signature] 12-4-18
Project Manager Date
Construction Observer

County Commissioner Precinct 1 Date
 APPROVED REQUEST APPROVAL

[Signature] 12/10/18
Design Engineer Date

County Commissioner Precinct 2 Date
 APPROVED REQUEST APPROVAL

[Signature] 12/10/18
Program Manager Date

County Commissioner Precinct 3 Date
 APPROVED REQUEST APPROVAL

Design Engineer's Seal:



County Commissioner Precinct 4 Date
 APPROVED REQUEST APPROVAL

APPROVED County Judge Date

CHANGE ORDER REASON(S) CODE CHART

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

Commissioners Court - Regular Session

42.

Meeting Date: 12/18/2018

Discuss consider and take action regarding appointment of CAMPO Small Cities Representative for Williamson County

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 regarding the appointment of Sally McFeron, Planning Director for the City of Liberty Hill, as the CAMPO Small Cities Primary Representative for Williamson County and Matthew A. Rector Sr., PE, CFM Executive Director of Engineering and Public Works for the City of Hutto as an alternate Representative.

Background

Sally McFeron has served as the alternate Williamson County Small Cities representative for the past few years.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
 Infrastructure Department (Originator)
 Infrastructure Department (Originator)
 Form Started By: Lydia Linden
 Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco
 Lydia Linden
 Lydia Linden

Date

12/13/2018 11:17 AM
 12/13/2018 11:25 AM
 12/13/2018 11:45 AM
 Started On: 12/13/2018 11:03 AM

Commissioners Court - Regular Session

43.

Meeting Date: 12/18/2018

Discuss consider and take appropriate action on approval of the MS4 Stormwater Annual Report

Submitted For: Terron Evertson

Submitted By: Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the MS4 Stormwater Annual Report.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[MS4 Annual Report](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kelly Murphy

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 12:03 PM

Started On: 12/13/2018 11:54 AM

Phase II (Small) MS4 Annual Report Form

TPDES General Permit Number TXR040000 A. General

Information

Authorization Number: TXR040040112 Annual Reporting Year: (calendar year, permit year, or fiscal year): Fiscal Last day of fiscal year, if applicable: Sept 30, 2018 MS4 Operator Level: Two Name of MS4/Permittee: Williamson County

Contact Name: Roger Hickman, P.E. Telephone Number: 512-493-3345

Mailing Address: 3151 SE Inner Loop, Austin, TX 78731

E-mail Address: roger.hickman@wilco.org

B. Narrative Provisions (Part IV Section B.2.(a))

Provide information on the status of complying with permit conditions: (Part V - Standard Permit Conditions):

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.	X		
Permittee is currently in compliance with recordkeeping and reporting requirements.	X		
Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.)	X		

2. Provide a general assessment of the appropriateness of the selected BMPs. Use table below or attach a summary, as appropriate (See Example 1 in instructions):

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
1.0: Public Education, Outreach and Involvement	1.1: Flyers and Brochures	Yes. Designed, printed, and distributed 100 flyers related to bacterial pollution from pet waste.
	1.2: Storm Water Website	Yes. The County's website has been updated and new information is posted on an as-needed basis.
	1.3: Education of the public and construction site personnel	Yes. A link was added on the County's webpage for General Permit information on the TCEQ website for the following: <ul style="list-style-type: none"> • TPDES Construction General Permit (TXR150000) • TPDES Small MS4 General Permit (TXR040000)
	1.4: SWMP Committee	Yes. The Committee discusses, reviews and provides feedback on public education materials, local illicit discharge elimination regulations and investigation procedures, construction stormwater regulations, guidance materials, permitting and inspection procedures, and good housekeeping practices.
	1.5: Community Hotlines	Yes. The Williamson County Illicit Discharge Hotline (512-943-3330) has been established, is currently active, and is posted on the County's website.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
2.0: Illicit Discharge Detection and Elimination	2.1: Maintain the MS4 Map and Outfall Inventory	<p>Yes.</p> <ul style="list-style-type: none"> • A map has been developed of the MS4 system including the location of the following: MS4 receiving streams, Storm Water Outfalls, and Permit Coverage Area. • New outfalls and drainage structures have been identified during the review of development and construction plans and have been added to the MS4 system map (on-going program). • A method has been developed and implemented for updating the MS4 map with new drainage structures and outfalls (on-going program). • Procedures have been developed and implemented for identifying new outfalls found in the field while conducting the MS4 outfall screening programs. • Training has been conducted for MS4 screening personnel and plan review personnel on proper procedures for updating the MS4 map and outfall inventory (on-going program).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	2.2: MS4 Outfall Screening	<p>Yes.</p> <ul style="list-style-type: none"> • Personnel have been trained in field techniques necessary for the identification of illicit discharges • A system has been put in place through the County's MS4 GIS Database to track locations of illicit discharges upon identification. • A schedule has been developed that allows for the screening of the entire MS4 system within the permit term. • Outfall screening efforts have been conducted according to the developed schedule. • Internal tracking and record keeping procedures have been developed and implemented for outfall screening results. • Records of outfall screening and investigations for each outfall and any elimination activities are maintained.
	2.3: Illicit Discharge Employee Training	<p>Yes.</p> <ul style="list-style-type: none"> • A list of personnel to be educated on the identification and reporting of illicit discharges is being maintained (on-going).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	2.4: Illicit Discharge Hotline	<p>Yes.</p> <ul style="list-style-type: none"> • A list of locally occurring non-storm water discharges that were observed by the public is maintained. • A hotline phone number for reporting of potential illicit discharges by the public has been established. The Williamson County Illicit Discharge Hotline (512-943-3330) is posted on the County's website. • Appropriate public education activities designed to inform the public of the hotline and types of potential discharges to report has been conducted (on-going program). • Internal procedures for receiving hotline phone calls has been developed. • Internal reporting forms to track reported discharges, investigation of public reports, and corrective actions associated with the elimination of illicit discharges reported by the public has been developed. • Investigations initiated by the public have been conducted if the reports are valid. All public reports received during the reporting year were investigated and documented.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
3.0: Construction Site Runoff	3.1: Construction Inspection Procedures	<p>Yes.</p> <ul style="list-style-type: none"> • An item list has been developed to incorporate the inspections of local construction sites based on TCEQ storm water regulations and includes the following categories: use of temporary erosion controls, control of other construction related wastes, operational and general prohibitions, site closure and stabilization requirements, and on-site documentation and records. • Inspection forms and procedures have been developed and implemented to inspect local construction sites to ensure compliance with TCEQ construction storm water regulations. • A list of items to incorporate in the inspection of local construction sites based on TCEQ construction storm water regulations has been developed and implemented. • Review inspection forms and procedures and revise as necessary to inspect local construction sites to ensure compliance with TCEQ construction storm water regulations.
	3.2: Construction Plan Reviews	<p>Yes.</p> <ul style="list-style-type: none"> • A process has been developed and implemented to obtain subdivision construction plans for review to determine compliance with TCEQ construction storm water regulations. • The local construction community has been educated on the subdivision construction plans review process (on-going program). • The subdivision construction plan review procedures have been implemented for local construction sites.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	3.3: Construction Site Inspection	<p>Yes.</p> <ul style="list-style-type: none"> • Qualifying construction sites are inspected using appropriate procedures and forms to ensure compliance with storm water regulations (on-going program). • Williamson County inspection personnel have been trained on construction storm water regulations and inspection procedures (on-going program). • Voluntary on-site meetings are conducted as needed with owners and operators of local construction sites that are not in compliance with TCEQ construction storm water regulations. Letters of non-compliance are issued to owners and operators of local construction sites that do not voluntarily comply with TCEQ construction storm water regulations (on-going program).
	3.4: Permittee Owned Construction Sites	<p>Yes.</p> <ul style="list-style-type: none"> • Required documents are submitted to obtain permit coverage for Williamson County owned and operated projects; to maintain compliance with applicable state and/or federal construction storm water permit provisions and Edwards Aquifer Rules when applicable (on-going program). • Documents required for obtaining state and/or federal construction storm water permits applicable to Williamson County owned and operated construction sites have been developed. • Construction design and permitting guidelines are distributed to the local construction community and involved permittee personnel as required (on-going program).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
		<ul style="list-style-type: none"> Williamson County owned construction project planning and design criteria are reviewed as needed to determine if changes are needed. Required changes may be due to comply with local, state, and/or federal construction storm water regulations and Edwards Aquifer Rules (on-going program).
	3.5: Construction Related Public Reporting	<p>Yes.</p> <ul style="list-style-type: none"> Construction related public reporting educational materials have been developed instructing the public in procedures for reporting to the permittee construction sites with potential storm water quality problems or construction storm water regulation violations (updating these materials is an on-going program). Construction related public reporting educational material are distributed in accordance with the identified schedule (on-going program). An internal tracking system has been developed to keep a record of information reported by the public (on-going program). On-site investigations are conducted of those sites reported by the public that, according to the best judgment of the permittee personnel, warrant investigation (on-going program).
4.0: Post-Construction Site Runoff	4.1: New Development and Re-development Plan Review	<p>Yes.</p> <ul style="list-style-type: none"> A process to obtain development construction plans for review to determine compliance with TCEQ post-construction runoff regulations has been developed and implemented (updating these procedures is an on-going program).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
		<ul style="list-style-type: none"> • Internal tracking and plan review procedures have been developed and implemented to ensure compliance with TCEQ post construction runoff regulations (updating these procedures is an on-going program). • The local development community is educated as needed on the local development plans review process (on-going program). • The subdivision development plan review process has been implemented (this review process is continuously updated as needed).
	4.2: Development Project Inspection Procedures	<p>Yes.</p> <ul style="list-style-type: none"> • Inspection forms and procedures that are necessary to inspect new and redevelopment projects have been developed. These forms and procedures are necessary to ensure compliance with TCEQ post-construction runoff regulations and approved plans.
	4.3: New Development and Re-development Project Inspection	<p>Yes.</p> <ul style="list-style-type: none"> • A list of subdivision development projects that qualify for inspection under TCEQ post-construction runoff regulations has been developed and is tracked through a GIS database (this database is updated regularly). • Letters of non-compliance are issued to owners or operators of local development projects that are found to be out of compliance and do not voluntarily comply with TCEQ post-construction runoff regulations. • Qualifying development project sites are inspected using adopted inspection forms and procedures to ensure

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
		<p>conformance with TCEQ post-construction runoff regulations (these forms are updated as necessary).</p> <ul style="list-style-type: none"> • Inspection personnel are trained on TCEQ post-construction runoff regulations and final inspection procedures (on-going program).
	4.4: Permittee Owned New Development and Re-development Projects	<p>Yes.</p> <ul style="list-style-type: none"> • Conduct the development plan review process for all Williamson County owned new development and re-development projects excluding normal road maintenance (on-going program); • New project planning and design criteria are distributed to the local design and engineering community when changes are made to comply with local, state, and/or federal construction storm water regulations (on-going program).
	4.5: Participation in Local Watershed Planning and Modeling	<p>Yes.</p> <ul style="list-style-type: none"> • Williamson County has identified all local watershed planning and monitoring organizations and participates in watershed planning and surface water monitoring data presentation meetings (on-going activity). • Records are maintained of all TMDL requirements and pollutants of concern for any local MS4 receiving streams that are considered or are determined to be sensitive or impaired (on-going program). • Williamson County maintains a list of sensitive and impaired water bodies as identified by the local watershed planning and monitoring agencies or state and federal monitoring agencies within its jurisdictional boundary (on-going program).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
		<ul style="list-style-type: none"> TMDL requirements or load allocations are reviewed to determine if additional Best Management Practices (BMPs) or changes in existing practices are needed to meet TMDL load allocations or to protect sensitive or impaired water bodies located within the MS4 jurisdiction (on-going program).
5.0: Pollution Prevention and Good Housekeeping for Municipal Operations	5.1: Pesticide and Herbicide Application	<p>Yes.</p> <ul style="list-style-type: none"> Williamson County complies with all local, state, and federal regulations associated with pesticide and herbicide application (on-going program).
	5.2: Maintenance of Roadways	<p>Yes.</p> <ul style="list-style-type: none"> Current roadway maintenance activities are continuously being assessed to determine if modification of current practices would benefit storm water quality. The roadway maintenance program has been assessed and revisions to the roadway maintenance policy according to identified alternative practices are made as necessary (on-going program). Alternative practices are continuously being assessed and implemented as needed to reduce the discharge of road materials during construction or maintenance activities (on-going program). The roadway maintenance program is continuously being evaluated and roadway maintenance policies revised according to identified alternative practices.
	5.3: Culvert/Inlet Cleaning	<p>Yes.</p>

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
		<ul style="list-style-type: none"> • Williamson County has implemented a culvert cleaning program according to a developed schedule (on-going program). • Areas have been identified where catch basins, surface inlets, and/or storm sewer manholes should be periodically cleaned to reduce discharge of floatable materials, sediment, and other materials (on-going program).
	5.4: Landscaping and Lawn Care	<p>Yes.</p> <ul style="list-style-type: none"> • An inventory of all Williamson County owned landscaping and lawn care areas has been developed. • All herbicides, pesticides, and fertilizers are used in accordance with manufacturers' instructions for application rates and quantities (on-going program).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.5: Vehicle Maintenance	<p>Yes.</p> <ul style="list-style-type: none"> • Williamson County vehicle operators conduct yearly inspections of vehicles to check for fluid leaks (on-going program). • An inventory of Williamson County owned vehicles has been developed through means of a database that includes inspection and maintenance history for each vehicle. This database is continuously updated (on-going program). • Vehicle inspection and maintenance records are reviewed to evaluate conformance to vehicle manufacturer service specifications (on-going program). • Repairs are scheduled for vehicles determined to have fluid leaks (on-going program). • Routine inspections are conducted on all vehicles according to manufacturers' specifications or at more frequent intervals as needed according to the County's database. Inspections of all vehicles includes identifying the presence
	5.6: Spill Prevention Plans	<p>Yes.</p> <ul style="list-style-type: none"> • An inventory of all Williamson County owned facilities has been developed and those that may be required to have SPCC Plans identified. • Identified facilities have been individually evaluated to determine if Spill Prevention Control and Countermeasures (SPCC) Plans may be required. • SPCC Plans have been developed and maintained for Williamson County owned facilities that require such plans. • The County adheres to all SPCC plan requirements at qualifying Williamson County owned facilities.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.7: Illegal Dumping	<p>Yes.</p> <ul style="list-style-type: none"> • Investigations of illegally dumped material are conducted to identify the sources of the materials (on-going program). • A list of illegal dumping locations has been identified (this list is continually updated as part of an on-going program). • Existing local legal authority or other means are used to assess enforcement actions against identified illegal dumpers (on-going program). • Signs are posted at illegal dumping locations that indicate the prohibitions associated with illegal dumping (on-going program). • A brochure has been developed (posted on the County's web page) explaining the penalties associated with illegal dumping and how the public can help.
	5.8: Disposal of Waste Removed from Storm Sewer Facilities	<p>Yes.</p> <ul style="list-style-type: none"> • Methods used to dispose of waste from storm sewer facilities have been evaluated. • Guidelines have been developed for proper disposal of waste removed from storm sewer facilities. • Disposal methods are continuously reviewed to assure compliance with guidelines (on-going program).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.9: Maintenance of Permittee Owned Structural Controls	<p>Yes.</p> <ul style="list-style-type: none"> • All permittee owned structural controls in urbanized areas have been located and identified. • Any new structural controls identified during mapping of outfalls are located and added to the GIS database (part of an on-going program). • A maintenance plan has been implemented for currently identified structural controls. • A plan has been developed for maintenance of structural controls in urbanized areas if/when any are found (part of an on-going program).
6.0: Industrial Stormwater Sources		<p>No.</p> <ul style="list-style-type: none"> • Williamson County is a Level 2 small MS4 and as such is not required to implement this minimum control measure. Much of this information is included in MCM #5 (Pollution Prevention and Good Housekeeping for Municipal Operations) above.

3. Describe progress towards reducing the discharge of pollutants to the maximum extent practicable. Summarize any information used (such as monitoring data) to evaluate reductions in the discharge of pollutants. Use a table or attach a narrative description as appropriate:

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
1.1	Flyers & Brochures	Distribution	100	Pet Waste Flyers	No. Though this BMP does not result in a direct reduction of pollutants, increasing public awareness will eventually reduce pollutants.
1.2	Storm Water Website	Hits	1094	Visits	No. Though this BMP does not result in a direct reduction of pollutants, educating citizens and providing information increases public awareness will eventually reduce pollutants.
1.5	Community Hotline	Illicit Discharge Reporting	45	Calls	Yes. This BMP results in a direct investigation and remediation of illicit discharges.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
2.1	Maintain the MS4 map	Construction Plans	2	New Outfalls Identified	No. Though this BMP does not result in a direct reduction of pollutants, adding new outfalls to the MS4 map identifies additional locations to inspect.
2.2	MS4 Outfall Screening	Appearance	269	each	Yes. When illicit discharges are observed, immediate action can be taken to remove the pollutant and track the source. Results of screenings have demonstrated pollutants to be minimal.
2.3	Illicit Discharge Employee Training	Certified Stormwater Inspector Training Course	4	new certified employees	No. Though this BMP does not result in a direct reduction of pollutants, training of employees will allow identification and reporting illicit discharges. Action can then be taken to remove the pollutant and track the source.
2.4	Illicit Discharge Hotline	Total Environmental Calls	388	Each	Yes. When illegal dumping is reported by the public or observed during field inspections, immediate

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
		New Illegal Dumping Cases	54	Each	corrective action can be taken to remove the pollutant.
		Previous Illegal Dumping Cases	214	Each	
		Corrective Action	54	Each	
3.2	Subdivision Construction Plan Review	Subdivision Plan sets	98	Subdivision Reviews	No. Though this BMP does not result in a direct reduction of pollutants, subdivision plan reviews assures the inclusion of appropriate control measures, notes and compliance with TCEQ regulations for storm water.
3.3	Subdivision Construction Site Inspection	Construction Sites	240	Subdivisions Inspected	Yes. When illicit discharges are observed during on-site inspections, immediate corrective action can be taken to remove the pollutant.
4.1	New Development Plan Review	New Development or Re-Development Site Plans	28	Site Plan Reviews	No. Though this BMP does not result in a direct reduction of pollutants, new development site plan reviews assures the inclusion of appropriate control measures,

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
					notes and compliance with TCEQ regulations for storm water.
4.5	Local Watershed Planning and Modeling	Watershed Studies	0	Comprehensive Studies	No. Though this BMP does not result in a direct reduction of pollutants, participation in watershed planning and modeling studies increases awareness of the behavior of the hydraulics of the watershed. This information can be used in locating the source of pollutants identified within the watershed.
5.3	Culvert/Inlet Cleaning	Work Orders	37	Culverts Cleaned or Replaced	Yes. Williamson County maintains 630 culverts within its MS4 jurisdictional area. The periodic cleaning of culverts, catch basins, surface inlets, and storm sewer manholes reduces the discharge of floatable materials, sediment, and other materials.
5.5	Vehicle Maintenance	Vehicle Service Records	1,675	Vehicles serviced	Yes. Inspections of all vehicles includes identifying the presence of any fluid leaks, which prevents the discharge of fluids into the stormwater system.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
5.7	Illegal Dumping	Work Orders	54	Completed	YES. When illegal dumping is reported by the public or observed during field inspections, immediate corrective action can be taken to remove the pollutant.

4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (See Example 2 in instructions):

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
1.0: Public Education, Outreach and Involvement	1.1: Designed, printed, and distributed 100 flyer related to bacterial pollution from pet waste.	Goal Accomplished
	1.2: Update the County's Website	Goal Accomplished – website updated in Year 5.
	1.3: Add TCEQ General Permit information to the County's website.	Goal Accomplished – website updated in Year 5.

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
2.0: Illicit Discharge Detection and Elimination	2.1: Maintain the MS4 map and Outfall Inventory	On-going Program – Two new outfalls were added to the MS4 map during Year 5.
	2.2: MS4 Outfall Screening	On-going Program – 269 outfalls were screened during Year 5.
	2.3: Illicit Discharge Employee Training	On-going Program – 4 employees were trained during Year 5.
3.0: Construction Site Runoff	3.1: Construction Inspection Procedures	On-going Program – Inspection forms and procedures were reviewed and revised to ensure compliance with TCEQ construction storm water regulations.

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
	3.2: Construction Plan Reviews	On-going Program – Construction plans for 98 subdivisions and 28 site plans were reviewed during Year 5.
	3.3: Construction Site Inspection	On-going Program – Inspection of 240 construction sites were reviewed during Year 5. These include new subdivision construction and utility installations.
4.0 Post Construction Site Runoff	4.1 New Development and Re-development Plan Review	Goal Accomplished – 28 site plans reviewed.

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
5.0: Pollution Prevention and Good Housekeeping for Municipal Operations	5.2: Maintenance of Roadways	On-going Program – Assessment and revisions to the roadway maintenance policy are continuously performed as necessary according to identified alternative practices are made, and as appropriate that would reduce the discharge of road materials during construction or maintenance activities.
	5.3: Culvert / Inlet Cleaning	On-going Program – Culverts and ditches are cleaned and maintained as needed.
	5.5 Vehicle Maintenance	On-going Program – Vehicles are checked for leaks and maintained as needed.

C. Stormwater Monitoring Data (Part IV Section B.2.(b))

1. The MS4 has conducted monitoring of stormwater quality and submitted in the annual report (i.e. analytical and visual observations).

Yes No

- a. Explain below or attach a summary to submit along with any monitoring data used to evaluate the success of the SWMP at reducing pollutants to the maximum extent practicable. Be sure to include a discussion of results:

Visual observations were conducted during outfall screenings. Outfalls were screened for odor, color, clarity, floatables, deposits or stains, vegetation conditions, structural condition, biological condition. Also, water flow was estimated and logged for each outfall. Photographs were taken of outfall structures to compare their condition to previous years' inspections.

D. Impaired Waterbodies (Part IV Section B.2.(c))

1. If applicable, explain below or attach a summary of any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4's BMPs used to address the pollutant of concern: None. [There are no streams with TMDL's in Williamson County.](#)

2. Describe the implementation of targeted controls if the small MS4 discharges to an impaired water body with an approved TMDL (*Part II Section D.4.(a)*): [There are no streams in Williamson County listed with TMDL's.](#)

3. Report the benchmark identified by the MS4 and assessment activities (*Part II Section D.4.(a)(6)*):

Benchmark Parameter <i>(Ex: Total Suspended Solids)</i>	Benchmark Value	Description of additional sampling or other assessment activities	Year(s) conducted
Not Applicable			

4. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark (*Part II Section D.4.(a)(4)*):

Benchmark Parameter	Selected BMP	Contribution to achieving Benchmark
Not Applicable		

5. If applicable, report on focused BMPs to address impairment (*Part II Section D.4.(a)(5)*):

<p>Pollutant to Address <i>(Ex: Bacteria)</i></p>	<p>Description of Focused BMP</p>	<p>Comments/Discussion</p>
<p>Bacteria</p>	<p>Designed, printed, and distributed pet waste flyers.</p>	<p>The pet waste flyer was designed to inform the public on the negative environmental effects of pet waste. The pet waste flyers were handed out at Williamson County trails and in parks to reach animal owners that use outdoor facilities. In addition, the pet waste flyer was handed out at the county courthouse and posted to the county website so that the public would be reminded of the importance of this issue.</p>
<p>Bacteria</p>	<p>OSSF Enforcement</p>	<p>The On-Site Sewage Facility Department at Williamson County helps eliminate and prevent health hazards by regulating and properly planning the location, design, construction, installation, and operation of on-site sewage disposal systems.</p> <p>A maintenance plan is also required for aerobic systems to help prevent bacteria from entering local water sources such as wells, streams, aquifers, recharge zones and lakes.</p>

6. Describe progress in achieving the benchmark (*Part II.D.4.(a)(6)*):

For example, the MS4 may use the following indicators:

- number of sources identified or eliminated;
- decrease in number of illegal dumping;
- increase in illegal dumping reporting;
- number of educational opportunities conducted;
- reductions in sanitary sewer flows (SSOs)
- increase in illegal discharge detection through dry screening

Benchmark Indicator	Description/Comments
Not applicable – we have no streams with TMDL’s in Williamson County.	

E. Stormwater Activities (Part IV Section B.2.(d))

Describe any stormwater activities the MS4 operator has planned for the next reporting year. Use the table or attach a summary, as appropriate:

MCM(s)	BMP	Stormwater Activity	Description/Comments
1.0: Public Education, Outreach and Involvement	1.2: Storm Water Website	Continue to update Williamson County’s Storm Water Management webpage with new or updated	

		information on an as-needed basis.	
2.0: Illicit Discharge Detection and Elimination	2.1: Maintain the MS4 Map and Outfall Inventory	Review entire MS4 map and ensure outfalls recently constructed are included in the map. Institute a new process to include outfalls in the map during the construction inspection process.	As adjacent cities annex land adjacent to their city limit, from time to time it is found that an MS4 outfall no longer lies within Williamson County's jurisdictional area. Information regarding such outfalls is passed on to the appropriate MS4 Operator. Occasionally, outfalls are discovered that were not previously part of the inventory.
	2.2: MS4 Outfall Screening	Locate new outlets and rescreen all outlets.	New outfalls will be identified through construction plan review and on-site inspections and will be screened in the field.
	2.3 Illicit Discharge Employee Training	Training will be provided for all personnel involved in on-site field screening of outfalls and construction site inspection. Currently, three employees are signed up for training.	Such training will focus toward on-site field screening of outfalls, identification of illicit discharges, and construction site inspection.

3.0: Construction Site Runoff	3.1: Construction Inspection Procedures	Williamson County staff will review current subdivision construction inspection procedures and implement any necessary changes through appropriate employee training.	
	3.2: Construction Plans Review	Revise internal tracking and plan review procedures as appropriate to address the following issues: Conformance to the latest TCEQ storm water regulations, appropriate use of temporary erosion controls, and inclusion of any required local, state, and/or federal storm water permit documents.	Williamson County staff will review current internal tracking and plan review procedures of the identified issues.

F. SWMP Modifications (Part IV Section B.2.(e))

1. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ’s review. ____Yes X No

If ‘Yes’, report on changes made to measurable goals and BMPs:

MCM(s)	Measurable Goal(s) or BMP(s)	Implemented or Proposed Changes (Submit NOC as needed)
Not Applicable		

Note: If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible and why the replacement BMP is expected to achieve the goals of the original BMP.

2. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land etc.):

G. Additional BMPs (Part IV Section B.2.(f))

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans.

BMP	Description	Implementation Schedule (Start Date etc.)	Status / Completion Date (completed, in progress, not started)
Not Applicable			

H. Additional Information (Part IV Section B.2.(g))

1. Is the permittee relying on another entity/ies to satisfy some of its permit obligations?

___ Yes X No

If 'Yes,' provide the name(s) of other entity/ies and an explanation of their responsibilities (add more spaces or pages if needed):

Name and Explanation:

2.a. Is the named permittee sharing a SWMP with other entities?

___ Yes X No

2.b. If 'yes,' is this a system-wide annual report including information for all permittees?

___ Yes X No

If 'Yes,' list all associated permit numbers and permittee names (add additional spaces or pages if needed):

Authorization Number: _____ Permittee: _____ Authorization
 Number: _____ Permittee: _____
 Authorization Number: _____ Permittee: _____
 Authorization Number: _____ Permittee: _____

I. Construction Activities (Part IV Section B.2.(h-i))

1. The number of construction projects in the jurisdiction of the MS4 where the permittee was not the construction site operator (as provided in submittals to the MS4 operator via notices of intent or site notices) 0

2. a. Does the permittee utilize the optional seventh MCM related to construction?
 Yes X No

2. b. If 'yes,' then provide the following information for this permit year:

The number of municipal construction activities authorized under this general permit	15
The total number of acres disturbed for municipal construction projects	120 Acres

Note: Though the seventh MCM is optional, implementation must be requested on the NOI or on a NOC and approved by the TCEQ.

J. Certification

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

Name (printed): Judge Dan Gattis Title: County Judge

Signature: _____ Date: _____

Note: If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

Commissioners Court - Regular Session

44.

Meeting Date: 12/18/2018

CR 200 ILA

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 Interlocal Agreement between Williamson County and the City of Liberty Hill, Texas regarding the design and construction of the SH 29/CR 200 intersection.

Background

This is an Interlocal agreement between the City of Liberty Hill and Williamson County for safety improvements to CR 200. The SH 29 Intersection at CR 200/Loop 332 is a 2013 Road Bond Program project (CSJ: 0151-03-041 - P-285). Engineer for the project is O'Brien Engineering and the contractor is Cox Commercial Construction.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ILA CR 200

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 08:53 AM

Started On: 12/11/2018 03:44 PM

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY
OF LIBERTY HILL, TEXAS REGARDING THE DESIGN AND CONSTRUCTION
OF THE SH 29/CR 200 INTERSECTION**

THIS INTERLOCAL AGREEMENT is made and entered into effective this _____ day of _____, 2018, by and between WILLIAMSON COUNTY (the “County”) and the CITY OF LIBERTY HILL, TEXAS (the “City”), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the City and the County desire to co-operate in the construction of the SH 29/CR 200 Intersection as shown on Exhibit “A”.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

1. The City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and this agreement will be in full force and effect when approved by each party.
2. The County agrees to construct the Project as described in Exhibit “A”.
3. The County agrees to be responsible for all costs related to: (a) the design; (b) right of way acquisition, and (c) utility relocation for the Project;
4. The County will be responsible for all costs associated with the relocation of City-owned water and wastewater lines necessitated by conflicts with the construction of the Project Construction of water and wastewater lines will be joint bid with the roadway construction plans for the Project
5. City will provide to the County as-built information related to existing lines, and provide guidance to the County regarding proposed utility relocations.

6. The City will contribute the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) as its share of the SH 29/CR 200 Intersection Project within 30 days of Notice of Award for construction.
7. The City agrees to allow the County to construct the Project within the City limits.
8. The City consents to, acknowledges and authorizes the legal right and authority of the County, if necessary to condemn right-of-way within the limits of the City in relation to the Project.
9. If it is necessary that the County obtain right-of-way with the limits of the City for the Project, title to the right-of-way will be acquired in the name of the County. If necessary, it will be transferred to the City upon completion of construction and acceptance of maintenance by the City.
10. The City agrees to be responsible for the operation and maintenance of any portion of the Project within the city limits after completion and acceptance by the City (unless maintained by TxDOT).
11. The County agrees to consult and obtain the approval of City staff regarding Project's design prior to award of the contract for construction.
12. Neither the City nor County waives, modifies, or alters 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.
13. This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.
14. 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 their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

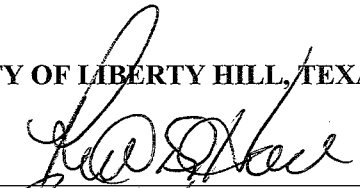
15. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
16. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Project and acceptance of the public improvements by City.
17. This Agreement is executed to be effective on the date the last Party signs this Agreement.
18. Each Party, 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 purpose.

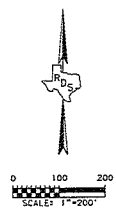
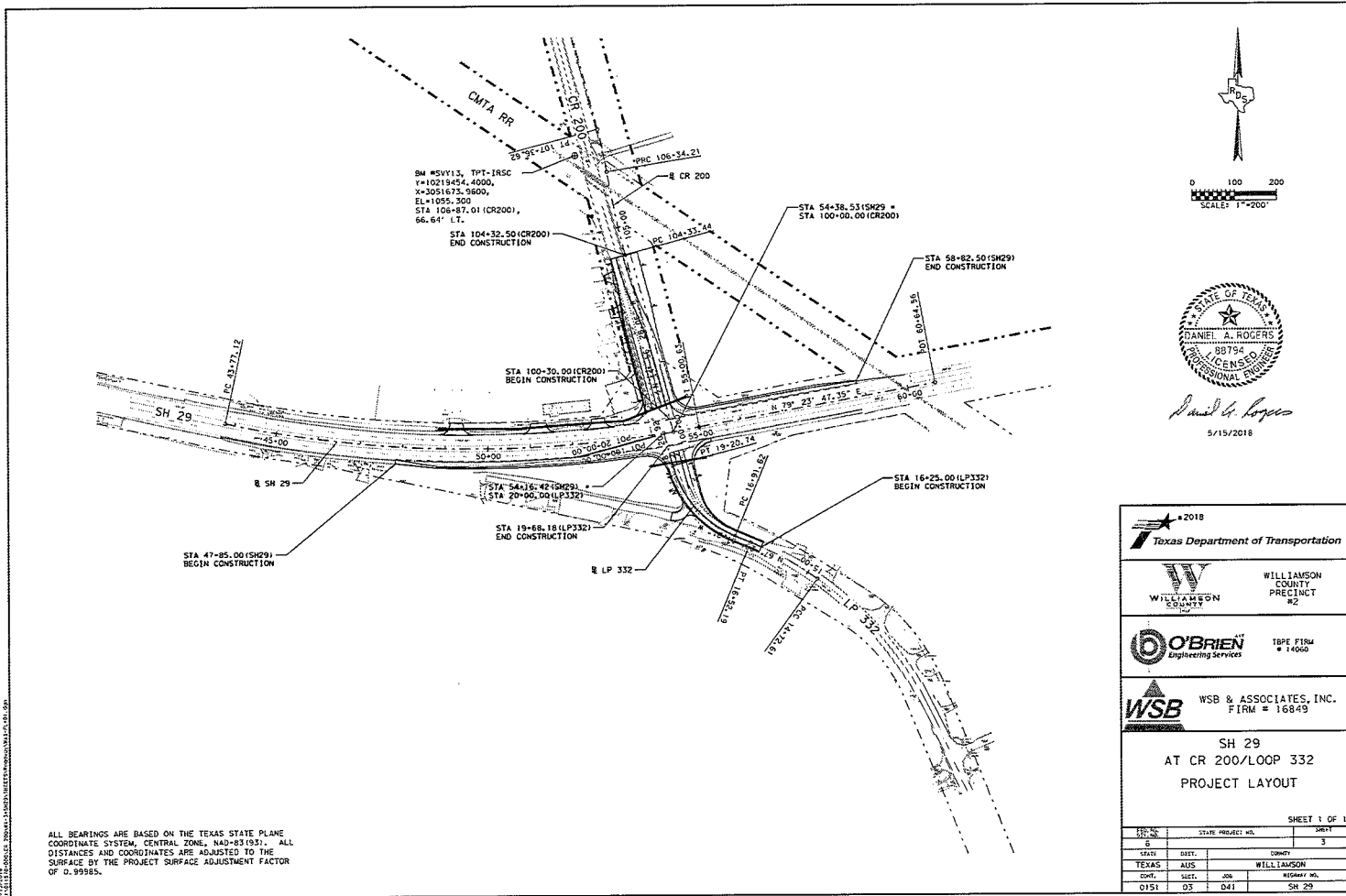
IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

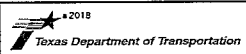

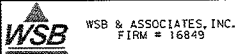
By: _____
Dan A. Gattis, County Judge

CITY OF LIBERTY HILL, TEXAS

By:  _____
Rick D Hall, Mayor




 Daniel A. Rogers
 5/15/2018


 WILLIAMSON COUNTY PRECINCT #2
 TYPE FIRM # 14060
 FIRM # 16849

SH 29
AT CR 200/LOOP 332
PROJECT LAYOUT

SHEET 1 OF 1

STATE PROJECT NO.	3
DATE	05/15/2018
DESIGNER	WSB & ASSOCIATES, INC.
DATE	05/15/2018
PROJECT NO.	0151-03-041
PROJECT NAME	SH 29

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD-83 (1983). ALL DISTANCES AND COORDINATES ARE ADJUSTED TO THE SURFACE BY THE PROJECT SURFACE ADJUSTMENT FACTOR OF 0.99985.

5/15/2018
 10:00 AM
 10:00 AM

Commissioners Court - Regular Session

45.

Meeting Date: 12/18/2018

Georgetown TIF #5

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 authorizing the County Judge to execute an Interlocal Cooperation Agreement for participation in Georgetown TIF Zone #5.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Georgetown TIF #5

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:33 AM

Started On: 12/13/2018 10:43 AM

reinvestment zone that are listed in the project plan of the reinvestment zone, which expenditures and monetary obligations constitute project costs as defined by the Act.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the Parties agree as follows:

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Act” shall mean the Tax Increment Financing Act, Chapter 311, Tax Code, as amended.

“Board” shall mean the Board of Directors of TIF Zone Number Five.

“Captured Appraised Value” shall mean the total taxable value of all real property taxable by a Taxing Unit and located in TIF Zone Number Five for the year less the Tax Increment Base of the Taxing Unit.

“City” shall mean the City of Georgetown, Williamson County, Texas.

“County” shall mean Williamson County, Texas.

“Debt Service Tax” shall mean that portion of the tax levied for the payment of debt service.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the earlier of: (i) the date of termination of TIF Zone Number Five; and (ii) May 1, 2040. ■

“Project Plan” shall mean the project plan and financing plan for TIF Zone Number Five approved by the Board and the City Council for the City, as amended.

“Road and Bridge Tax” shall mean the tax the County levies under Article VIII, Sec. 1a and Article VIII, Sec. 9 of the Texas Constitution.

“Tax Increment” shall mean the total amount of property taxes by a Taxing Unit for the year on the Captured Appraised Value of real property taxable by a Taxing Unit and located in TIF Zone Number Five, but specifically excluding the Debt Service Tax and the Road and Bridge Tax.

“Tax Increment Base” shall mean the total taxable value of all real property taxable by a Taxing Unit and located in the TIF Zone Number Five for the year in which TIF Zone Number Five was designated (2018).

“Tax Increment Fund” shall mean the funds deposited by the City and any Taxing Unit in the tax increment fund for TIF Zone Number Five.

“Taxing Unit” shall mean the City of Georgetown, County of Williamson County, Texas, and any taxing unit that taxes real property within TIF Zone Number Five that enters into an agreement with the City to contribute to the Tax Increment Fund.

“TIF Zone Number Five” shall mean City of Georgetown Tax Increment Financing Zone Number Five.

“Transportation Infrastructure” shall mean public infrastructure consisting of public streets and roads, water, sewer and electric utilities, gas utilities, drainage, trails, open space and related improvements, within TIF Zone Number Five, including: (i) the design, engineering and construction of public streets, roads, streetscape, traffic signals, bridges, parking facilities and other transportation projects; (ii) the design, engineering, construction and installation due to relocations of water, electric and gas and other utilities as required due to road improvements; and (iii) the design, engineering, construction and installation of drainage and related improvements, storm sewers, detention ponds, retention ponds, drainage pipes, culverts, over-sizing of facilities, trails, open space, and urban design elements within TIF Zone Number Five as identified in the Project Plan.

Article II Term

The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article III TIF Projects

3.1 In consideration of the mutual benefits to be derived from the funding of the TIF Zone Number Five Improvements and in consideration of the increased future tax base generated from this development, County shall contribute an amount equal to fifty percent (50%) of its Tax Increment not to exceed \$30 Million Dollars (“Maximum Contribution Amount”) to the Tax Increment Fund pursuant to the Act and as authorized by the Williamson County Commissioners’ Court Order No. _____ dated _____, 2018. The County shall annually pay its Tax Increment to the Tax Increment Fund beginning with tax year 2019 and continue for a period of twenty (20) years until the Expiration Date, unless sooner terminated as provided herein.

3.2 The County is not obligated to pay the County Tax Increment from any source other than taxes collected on the Captured Appraised Value. As stated in the Definitions above, the Tax

Increment does not include the Debt Service Tax or the county Road and Bridge Tax. Furthermore, the County has no duty or obligation to pay the County Tax Increment from any other County taxes or revenues or until the County Tax Increment in the TIF Zone Number Five is collected. The obligation to pay the County Tax Increment accrues as taxes representing the County Tax Increment are collected by the County, and payment shall be due on May 1 of each year the County participates in the TIF Zone Number Five. No interest or penalty will be charged to the County for any late payment received from the County; provided, however, the penalty and interest received by the County on any delinquent taxes from the County Tax Increment shall be paid to the Tax Increment Fund. Any portion of the taxes representing the County Tax Increment that are paid to the County and subsequently refunded pursuant to a provision of the Texas Tax Code, as amended, shall be offset against future payments to the Tax Increment Fund.

3.3 The obligation of the County to participate in the TIF Zone Number Five is limited to the area described in the Project Plan. The County's participation does not extend to the tax increment on any additional property added to the TIF Zone Number Five unless the County specifically agrees to participate in the additional area.

3.4 Notwithstanding anything to the contrary in City's Ordinance creating the TIF Zone Number Five, pursuant to the provisions of Section 311.009(a) of the Texas Tax Code, as amended, the County shall have the right to appoint and thereafter at all times maintain one (1) member on the Board of Directors of the TIF Zone Number Five. Failure of the County to appoint a person to the Board of Directors of the TIF Zone Number Five shall not be deemed a waiver of the County's right to make an appointment at a later date. The County will make good faith efforts to appoint and maintain a person to serve on the Board.

3.5 Upon termination of the TIF Zone Number Five, and after all obligations of the TIF Zone Number Five and bonded indebtedness have been paid, the City and the Board shall pay to the County, within sixty (60) days after said termination, all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment paid by the County into the Tax Increment Fund.

3.6 The County's Tax Increment contributed to the Tax Increment Fund shall be applied in the following order of priority: (i) the maintenance of a minimum balance of \$50,000.00 in the Tax Increment Fund; and (ii) for Transportation Infrastructure as approved by the Board and the City Council for the City. The Tax Increment Fund may not be used for projects not included in the Project Plan. The County's Tax Increment may only be used for Transportation Infrastructure.

3.7 City agrees to obtain the prior written approval of the County prior to the expenditure of the County's Tax Increment if at any time the number of residential units increases above the initially approved number of residential units as approved in the City Planned Development Zoning Ordinance for TIF Zone Number Five, which is currently estimated to be no greater than 2,500 residential units.

3.8 The Parties agree that the County Tax Increment may not be used to pay debt service on any bond issued by the County or the City (including the Board of Directors of TIF Zone Number Five with the consent of the City Council for the City) without the prior written approval of the County. The County may terminate this Agreement in the event the City (or the Board of Directors of TIF Zone Number Five with the consent of the City Council for the City) issues any bond backed in whole or part by the County Tax Increment.

Article IV Termination

- 4.1 This Agreement shall terminate upon any one or more of the following:
- (a) by written agreement of the Parties;
 - (b) upon the Expiration Date; and
 - (c) upon County payment of the Maximum Contribution Amount to the Tax Increment Fund; and
 - (d) upon written notice by the County to City for a breach of section 3.7 if such breach is not cured within thirty (30) days after written notice thereof.

Article V Miscellaneous

5.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned without the consent of either Party.

5.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

5.3 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day received when sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: David Morgan
City Manager
City of Georgetown, Texas
113 E. Eighth Street
Georgetown, Texas 78626
512.930.3741 – telephone

With copy to:

Charlie McNabb
City Attorney
City of Georgetown, Texas
113 E. Eighth Street
Georgetown, Texas 78626
512.930.8170 – telephone

If intended for County, to:

Honorable Dan Gattis, Judge
Williamson County, Texas
710 Main Street
Georgetown, Texas 78626
512.943.1100 – telephone

5.4 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

5.5 Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

5.6 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

5.7 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.8 Recitals. The recitals to this Agreement are incorporated herein.

5.9 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5.10 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

5.11 Approval of Parties. Whenever this Agreement requires or permits the approval or consent to be given by a Party, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed.

5.12 Further Assurances. Each Party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

EXECUTED on this 11 day of December, 2018.

CITY OF GEORGETOWN, TEXAS

By: 
Dale Ross, Mayor

ATTEST:

By: 
Shelley Nowling, City Secretary

APPROVED AS TO FORM:

By: 
Charlie McNabb, City Attorney

EXECUTED on this _____ day of _____, 2018.

WILLIAMSON COUNTY, TEXAS

By: _____
Honorable Dan Gattis, County Judge

Commissioners Court - Regular Session

46.

Meeting Date: 12/18/2018

Advance Funding Agreement

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute an Advance Funding Agreement for Local Transportation Project (FM 397- CR 366) with Texas Department of Transportation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TXDOT AFA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:35 AM

Started On: 12/13/2018 10:49 AM

CSJ #	0320-04-028
District #	14-AUS
Code Chart 64 #	50246
Project Name	Intersection Improvement Design at FM 397- CR 366

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
LOCAL TRANSPORTATION PROJECT
On-System**

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

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291** authorizing the State to undertake and complete a highway improvement generally described as Intersection Improvement Design at FM 397- CR 366 (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project, (Attachment B) which is attached to and made a part of this Agreement.

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

CSJ #	0320-04-028
District #	14-AUS
Code Chart 64 #	50246
Project Name	Intersection Improvement Design at FM 397- CR 366

AGREEMENT

1. Responsible Parties:

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 12
4.	N/A	Construction Responsibilities	Article 13
5.	Local Government	Right of Way and Real Property	Article 15

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

Preparation and development of planning and engineering for the plans, specifications and estimate and environmental clearance of the realignment of FM 397 and reconstruction of Intersection at CR 366 in Williamson County, Texas.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of

CSJ #	0320-04-028
District #	14-AUS
Code Chart 64 #	50246
Project Name	Intersection Improvement Design at FM 397- CR 366

environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

- D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- K. The State will not pay interest on any funds provided by the Local Government.
- L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

CSJ #	0320-04-028
District #	14-AUS
Code Chart 64 #	50246
Project Name	Intersection Improvement Design at FM 397- CR 366

- N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.
- O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party.
- P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

CSJ #	0320-04-028
District #	14-AUS
Code Chart 64 #	50246
Project Name	Intersection Improvement Design at FM 397- CR 366

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be

CSJ #	0320-04-028
District #	14-AUS
Code Chart 64 #	50246
Project Name	Intersection Improvement Design at FM 397- CR 366

developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- F. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

14. Project Maintenance

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

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

CSJ #	0320-04-028
District #	14-AUS
Code Chart 64 #	50246
Project Name	Intersection Improvement Design at FM 397- CR 366

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the

CSJ #	0320-04-028
District #	14-AUS
Code Chart 64 #	50246
Project Name	Intersection Improvement Design at FM 397- CR 366

determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

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

CSJ #	0320-04-028
District #	14-AUS
Code Chart 64 #	50246
Project Name	Intersection Improvement Design at FM 397- CR 366

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

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

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

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

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

21. Compliance with Laws

The parties 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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

CSJ #	0320-04-028
District #	14-AUS
Code Chart 64 #	50246
Project Name	Intersection Improvement Design at FM 397- CR 366

23. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four (4) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Audit

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

25. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

26. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

CSJ #	0320-04-028
District #	14-AUS
Code Chart 64 #	50246
Project Name	Intersection Improvement Design at FM 397- CR 366

27. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

CSJ #	0320-04-028
District #	14-AUS
Code Chart 64 #	50246
Project Name	Intersection Improvement Design at FM 397- CR 366

28. Signatory Warranty

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

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

THE STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

Signature

Dan A. Gattis

Typed or Printed Name

County Judge

Typed or Printed Title

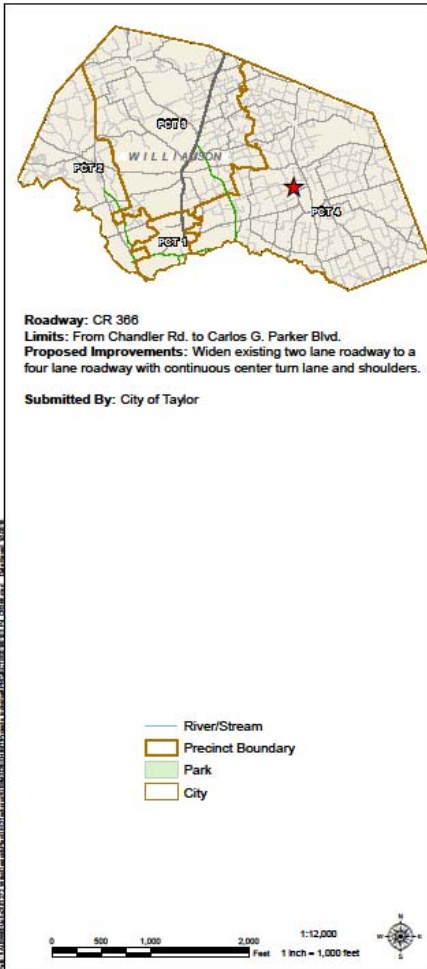
Date

CSJ #	0320-04-028
District #	14-AUS
Code Chart 64 #	50246
Project Name	Intersection Improvement Design at FM 397- CR 366

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

CSJ #	0320-04-028
District #	14-AUS
Code Chart 64 #	50246
Project Name	Intersection Improvement Design at FM 397- CR 366

ATTACHMENT B LOCATION MAP SHOWING PROJECT



CSJ #	0320-04-028
District #	14-AUS
Code Chart 64 #	50246
Project Name	Intersection Improvement Design at FM 397- CR 366

ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding, the State is responsible for all the State direct and indirect costs. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	\$ 300,000	0%	\$0	100%	\$ 300,000
Environmental (by Local Government)	\$ 30,000	0%	\$0	100%	\$ 30,000
Subtotal	\$ 330,000		\$0		\$330,000
Environmental Direct State Costs	\$3,750	100%	\$3,750	0%	\$0
Right of Way Direct State Costs	\$375	100%	\$375	0%	\$0
Engineering Direct State Costs	\$10,500	100%	\$10,500	0%	\$0
Utility Direct State Costs	\$355	100%	\$355	0%	\$0
Indirect State Costs (5.33%)	\$17,589	100%	\$17,589	0%	\$0
TOTAL	\$362,569		\$32,569		\$330,000

Initial payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State \$0.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

Commissioners Court - Regular Session

47.

Meeting Date: 12/18/2018

Advance Funding Agreement Resolution

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute a Resolution for an Advance Funding Agreement for Local Transportation Project (FM 397- CR 366) with Texas Department of Transportation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[TXDOT Resolution FM 397- CR 366](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:35 AM

Started On: 12/13/2018 10:45 AM

STATE OF TEXAS

*

*THE COMMISSIONERS COURT
OF*

COUNTY OF WILLIAMSON

*

WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT that on this, the 18th day of December 2018, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Advance Funding Agreement with TXDOT for Local Transportation Project which will authorize the State to undertake and complete a highway improvement generally described as Intersection Improvement Design at FM 397-CR 366 (Project) which would benefit the citizens of Williamson County.

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

RESOLVED this ___ day of _____, 2018.

Dan A. Gattis, County Judge

Attest:

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session

48.

Meeting Date: 12/18/2018

CR 314 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 David Vidaure and David Vidaure Jr. for right of way needed on CR 314. (Parcel N3) Funding Source: Road & Bridge Line Item # 5200

Background

Fiscal Impact

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

Attachments

[Vidaure Sr Contract](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 12:00 PM

Started On: 12/13/2018 10:52 AM

REAL ESTATE CONTRACT

County Road 314

THIS REAL ESTATE CONTRACT ("Contract") is made by **DAVID VIDAURE a/k/a David Vidaure, Sr. and DAVID VIDAURE, JR., Independent Executor of the Estate of Sara Vidaure a/k/a Sara A. Vidaure** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 0.127 acre (5,534 square feet) tract of land in the Isaac Bunker Survey, Abstract No. 54, Williamson County, Texas and being out of the remnant portion of the called 20 acre tract of land conveyed to David Vidaure and wife, Sara A. Vidaure, recorded Volume 1310, Page 870 of the Official Public Records of Williamson County, Texas. Said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel N3**);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of SIX THOUSAND FIVE HUNDRED TWENTY and 00/100 Dollars (\$6,520.00).

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.

Title

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

Inspection

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

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

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

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

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

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

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS

CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

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

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Independence Title Company (the “Title Company”) or another title company of Purchaser’s choosing, on or before January 31, 2019 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 a form substantially similar to that shown in Exhibit "B" attached hereto and incorporated herein.

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound; Total Agreement; Modification

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

No Recordation

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

Compliance

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

Effective Date

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

Counterparts

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

Exhibits

8.12. The following Exhibits are attached hereto:

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

[signature page follows]

SELLER:

David Vidaure

David Vidaure a/k/a
David Vidaure, Sr.

Address: _____

David Vidaure Jr

David Vidaure, Jr., Independent
Executor of the Estate of Sara Vidaure
a/k/a Sara A. Vidaure

Address: 1851 CR 314
Jarrell Tx 76537

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell
County Judge

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

Date: _____

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

ROW PARCEL N3

BEING A 0.127 ACRE (5,534 SQUARE FEET) TRACT OF LAND IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 20 ACRE TRACT OF LAND CONVEYED TO DAVID VIDAURE AND WIFE, SARA A. VIDAURE, RECORDED IN VOLUME 1310, PAGE 870 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.127 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (bent) (Grid Coordinates: N=10264325.32, E=3156706.56) monumenting the southwest corner of the called 2 acre tract of land conveyed to David Vidaure, Jr., recorded in Document No. 2012097073 of the Official Public Records of Williamson County, Texas and the southeast corner of the called 15.00 acre tract of land conveyed to Jarrell Independent School District, recorded in Document No. 2008091876 of the Official Public Records of Williamson County, Texas same being on the north right-of-way line of County Road 314, from which an iron rod found with cap marked "RPLS 1847" monumenting an angle point in the north boundary line of the called 53.124 acre tract of land (Tract 18A – Exhibit G) conveyed to Rvest LP, recorded in Document No. 2012074806 of the Official Public Records of Williamson County, Texas, same being on the south right-of-way line of County Road 314, bears S 21°22'14" E for a distance of 40.03 feet;

THENCE, N 68°12'17" E with the south boundary line of said 2 acre David Vidaure, Jr., tract and said north right-of-way line of County Road 314 for a distance of 49.89 feet to a calculated point (Grid Coordinates: N=10264343.84, E=3156752.87) on the southeast corner of said 2 acre David Vidaure, Jr. tract and the southwest corner of said remnant portion of the 20 acre David and Sara A. Vidaure tract, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 21°38'36" W** with the east boundary line of said 2 acre David Vidaure, Jr., tract and the west boundary line of said remnant portion of the 20 acre David and Sara A. Vidaure tract for a distance of **40.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" for the northwest corner hereof, from which a 1/2" iron rod found monumenting an angle point in said east boundary line of the 2 acre David Vidaure, Jr., tract and said west boundary line of the remnant portion of the 20 acre David and Sara A. Vidaure tract, bears N 21°38'36" W for a distance of 619.62 feet;

THENCE, **N 68°12'18" E** through the interior of said remnant portion of the 20 acre David and Sara A. Vidaure tract for a distance of **138.42 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the east boundary line of said remnant portion of the 20 acre David and Sara A. Vidaure tract and the west boundary line of the called 2 acre tract of land conveyed to Ernest Vidaure and wife, Donna Vidaure, recorded in Volume 1364, Page 293 of the Official Records of Williamson County, Texas, for the northeast corner hereof;

THENCE, **S 21°25'43" E** with said east boundary line of the remnant portion of the 20 acre David and Sara A. Vidaure tract and said west boundary line of the 2 acre Ernest and Donna Vidaure tract for a distance of **40.00 feet** to a calculated point on the southeast corner of said remnant portion of the 20 acre David and Sara A. Vidaure tract and the southwest corner of said 2 acre Ernest and Donna Vidaure tract, same being on said north right-of-way line of County Road 314, for the southeast corner hereof, from which a 1/2" iron rod found monumenting the southeast corner of said 2 acre Ernest and Donna Vidaure tract and the southwest corner of a called 6' wide right-of-way dedication as shown on the Final Plat of Coombes Subdivision, recorded in Document No. 2018061457 of the Official Public Records of Williamson County, Texas, same being on said north right-of-way line of County Road 314, bears N 68°12'17" E for a distance of 150.00 feet;

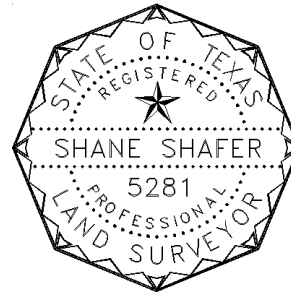
THENCE, **S 68°12'17" W** with the south boundary line of said remnant portion of the 20 acre David and Sara A. Vidaure tract and said north right-of-way line of County Road 314 for a distance of **138.27 feet** to the **POINT OF BEGINNING** hereof and containing 0.127 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00014

Drawing to accompany this metes and bounds description.

<> *DIAMOND SURVEYING, INC.*
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

October 30, 2018



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

Z:\WCRB\ CR 314 JARRELL WA 8\PARCEL N3\FINAL CR 314_ROW PARCEL N3 m&b.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.127 ACRE (5,534 SQUARE FEET) TRACT OF LAND IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 20 ACRE TRACT OF LAND CONVEYED TO DAVID VIDAURE AND WIFE, SARA A. VIDAURE, RECORDED IN VOLUME 1310, PAGE 870 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 1805 CR 314, JARRELL, TX 76537

SCALE: 1" = 50'



JARRELL INDEPENDENT SCHOOL DISTRICT
CALLED 15.00 AC.
DOC. NO. 2008091876
O.P.R.W.C.T.

DAVID VIDAURE AND WIFE,
SARA A. VIDAURE
CALLED 2 AC.
DOC. NO. 2012097073
O.P.R.W.C.T.

DAVID VIDAURE AND WIFE,
SARA A. VIDAURE
REMNANT PORTION OF
CALLED 20 AC.
VOL. 1310, PG. 870
O.R.W.C.T.

ERNEST VIDAURE AND WIFE,
DONNA VIDAURE
CALLED 2 AC.
VOL. 1364, PG. 293
O.R.W.C.T.

LOT 1
BLOCK 1
FINAL PLAT
COOMBES SUBDIVISION
DOC. NO. 2018061457
O.P.R.W.C.T.

PROPOSED
PARCEL N1
TO BE CONVEYED
BY SEPARATE
INSTRUMENT

PROPOSED
PARCEL N2
TO BE CONVEYED
BY SEPARATE
INSTRUMENT

ISAAC BUNKER SURVEY
ABSTRACT NO. 54

N68°12'18"E 138.42'

PARCEL N3
0.127 ACRES
(5,534 SQ. FT.)

S68°12'17"W 138.27'

EXISTING
RIGHT-OF-WAY
N68°12'17"E

PROPOSED
PARCEL N4
TO BE CONVEYED
BY SEPARATE
INSTRUMENT

PROPOSED
PARCEL N5
TO BE CONVEYED
BY SEPARATE
INSTRUMENT

30' FUTURE RIGHT-OF-WAY
SETBACK FOR LONG RANGE
TRANSPORTATION PLAN
AS SHOWN ON
DOC. NO. 2018061457

150.00'

25' BUILDING SETBACK
DOC. NO. 2018061457

SEE DETAIL 'A'
SHEET 2

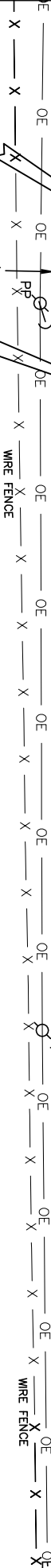
SEE DETAIL 'B'
SHEET 2

COUNTY ROAD 314
EXISTING RIGHT-OF-WAY

ASPHALT ROADWAY
E.O.P.

6' RIGHT-OF-WAY
DEDICATION
DOC. NO. 2018061457

0.037 AC.
RIGHT-OF-WAY
DEDICATION



P.O.C.
GRID COORDINATES:
N=10264325.32
E=3156706.56

P.O.B.
GRID COORDINATES:
N=10264343.84
E=3156752.87

A.A. LEWIS SURVEY
ABSTRACT NO. 384

RYEST LP
TRACT 18A, EXHIBIT G
CALLED 53.124 AC.
DOC. NO. 2012074806
O.P.R.W.C.T.

ROW PARCEL N3
SHEET 1 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.127 ACRE (5,534 SQUARE FEET) TRACT OF LAND IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF REMNANT PORTION OF THE CALLED 20 ACRE TRACT OF LAND CONVEYED TO DAVID VIDAURE AND WIFE, SARA A. VIDAURE, RECORDED IN VOLUME 1310, PAGE 870 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 1805 CR 314, JARRELL, TX 76537

GENERAL NOTES:

- 1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.
- 3) THE TRACT SHOWN HEREON LIES WITH ZONE 'X' UNSHADED (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0150E, DATED SEPTEMBER 26, 2008.

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Title Resources Guaranty Company, Commitment for Title Insurance GF No. 1840275-KFD, which bears an Effective Date of September 27, 2018 and an Issued Date of October 5, 2018 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

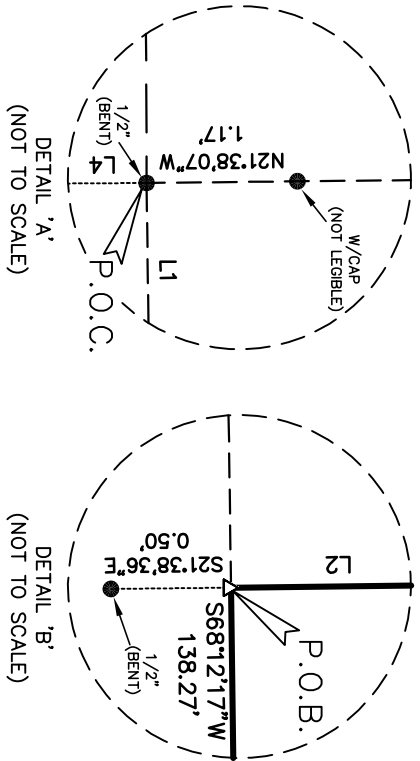
Restrictive Covenants of Record:
Volume 1310, Page 870 of the Official Records of Williamson County, Texas. The subject tract is a portion of the 2000 acre tract described in said document.

10a) Mineral and/or royalty interest in and to all coal, lignite, oil, gas and other minerals, recorded in Volume 1049, Page 941 and Volume 1310, Page 870, both of the Official Records of Williamson County, Texas. Not a survey matter.

ROW PARCEL N3
SHEET 2 OF 3

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.127 ACRE (5,534 SQUARE FEET) TRACT OF LAND IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF REMNANT PORTION OF THE CALLED 20 ACRE TRACT OF LAND CONVEYED TO DAVID VIDAURE AND WIFE, SARA A. VIDAURE, RECORDED IN VOLUME 1310, PAGE 870 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 1805 CR 314, JARRELL, TX 76537



LINE	BEARING	DISTANCE
L1	N68°12'17\"E	49.89'
L2	N21°38'36\"W	40.00'
L3	S21°25'43\"E	40.00'
L4	S21°22'14\"E	40.03'

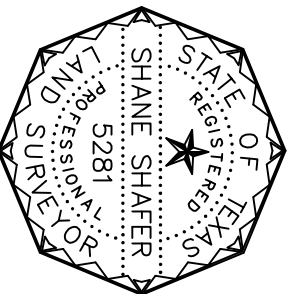
LEGEND

- IRON ROD FOUND
- 1/2" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
- ⊙ BRASS DISK FOUND
- ⊙ CITY OF JARRELL SURVEY MARKER
- ⊙^{PP} POWER POLE
- ⊖ GUY ANCHOR
- ⊠^{TUB} TELEPHONE JUNCTION BOX
- ⊠ (2) MAILBOXES ON CONCRETE
- X — WIRE FENCE
- ○ — CHAIN LINK FENCE
- ○ — OVERHEAD ELECTRIC
- — — APPROXIMATE SURVEY LINE
- MF METAL FENCE
- CMP CORRUGATED METAL PIPE
- CLF CHAIN LINK FENCE
- E.O.P. E.O.P.
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on October 25, 2018. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

 OCTOBER 30, 2018
 SHANE SHAFER, R.P.L.S. NO. 5281 DATE



ROW PARCEL N3
 SHEET 3 OF 3

 **DIAMOND SURVEYING, INC.**
 116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
 (512) 931-3100
 T.B.P.L.S. FIRM No. 10006900

EXHIBIT "B"

Parcel N3

DEED

County Road 314 Road Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That DAVID VIDAURE a/k/a David Vidaure, Sr., and DAVID VIDAURE, JR., Independent Executor of the Estate of Sara Vidaure a/k/a Sara A. Vidaure, 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, Donate 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 0.127 acre (5,534 square feet) tract of land in the Isaac Bunker Survey, Abstract No. 54, Williamson County, Texas and being out of the remnant portion of the called 20 acre tract of land conveyed to David Vidaure and wife, Sara A. Vidaure, recorded in Volume 1310, Page 870 of the Official Public Records of Williamson County, Texas. Said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel N3**)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 314.

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 _____, 201____.

[signature pages follow]

GRANTOR:

David Vidaure a/k/a David Vidaure, Sr.

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 201___ by David Vidaure a/k/a David Vidaure, Sr., in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

David Vidaure, Jr., Independent Executor
of the Estate of Sara Vidaure a/k/a Sara A. Vidaure

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the _____ day of _____, 201___ by David Vidaure, Jr., Independent Executor of the Estate of Sara Vidaure a/k/a Sara A. Vidaure, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Signature: David Vidaure Jr
David Vidaure Jr (Dec 12, 2018)

Email: bubbahook1@yahoo.com






00414693

Final Audit Report

2018-12-12

Created:	2018-12-12
By:	Lisa Dworaczyk (lisad@scrrlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYu3F_Ad0S8uSQDdIGVERqZgH08a6_IWq

"00414693" History

-  Document created by Lisa Dworaczyk (lisad@scrrlaw.com)
2018-12-12 - 8:50:49 PM GMT- IP address: 67.79.201.226
-  Document emailed to David Vidaure Jr (bubbahook1@yahoo.com) for signature
2018-12-12 - 8:51:18 PM GMT
-  Document viewed by David Vidaure Jr (bubbahook1@yahoo.com)
2018-12-12 - 8:53:26 PM GMT- IP address: 209.73.183.16
-  Document e-signed by David Vidaure Jr (bubbahook1@yahoo.com)
Signature Date: 2018-12-12 - 8:55:36 PM GMT - Time Source: server- IP address: 173.219.38.187
-  Signed document emailed to Lisa Dworaczyk (lisad@scrrlaw.com) and David Vidaure Jr (bubbahook1@yahoo.com)
2018-12-12 - 8:55:36 PM GMT

Commissioners Court - Regular Session

49.

Meeting Date: 12/18/2018

CR 314 Vidaure Jr. 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 David Vidaure Jr. for right of way needed on CR 314 Parcel N2). Funding Source: Road & Bridge Line Item #5200

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Vidaure Jr Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:39 AM

Started On: 12/13/2018 11:20 AM

REAL ESTATE CONTRACT

County Road 314

THIS REAL ESTATE CONTRACT ("Contract") is made by **DAVID VIDAURE, JR.** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 0.046 acre (1,995 square feet) tract of land in the Isaac Bunker Survey, Abstract No. 54, Williamson County, Texas and being out of called 2 acre tract of land conveyed to David Vidaure, Jr., recorded in Document No. 2012097073 of the Official Public Records of Williamson County, Texas. Said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel N2**);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of FOUR THOUSAND FIVE HUNDRED and 00/100 Dollars (\$4,500.00).

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.

Title

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

Inspection

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

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

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

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

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

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

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR

NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

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

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Independence Title Company (the “Title Company”) or another title company of Purchaser’s choosing, on or before January 31, 2019 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 a form substantially similar to that shown in Exhibit “B” attached hereto and incorporated herein.

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

- (1) Owner's Title Policy (including the base premium and the cost of all endorsements and special elective coverages) and survey to be paid by Purchaser.

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

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound; Total Agreement; Modification

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

No Recordation

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

Compliance

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

Effective Date

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

Counterparts

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

Exhibits

8.12. The following Exhibits are attached hereto:

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

SELLER:

David Vidaure Jr

David Vidaure, Jr.

Address:

1851 CR 314
Jarrell Tx 76537

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell
County Judge

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

Date: _____

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

ROW PARCEL N2

BEING A 0.046 ACRE (1,995 SQUARE FEET) TRACT OF LAND IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 2 ACRE TRACT OF LAND CONVEYED TO DAVID VIDAURE, JR., RECORDED IN DOCUMENT NO. 2012097073 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.046 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (bent) (Grid Coordinates: N=10264325.32, E=3156706.56) monumenting the southwest corner of said 2 acre David Vidaure, Jr. tract and the southeast corner of the called 15.00 acre tract of land conveyed to Jarrell Independent School District, recorded in Document No. 2008091876 of the Official Public Records of Williamson County, Texas same being on the north right-of-way line of County Road 314, for the southwest corner and **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked "RPLS 1847" monumenting an angle point in the north boundary line of the called 53.124 acre tract of land (Tract 18A – Exhibit G) conveyed to Rvest LP, recorded in Document No. 2012074806 of the Official Public Records of Williamson County, Texas, same being on the south right-of-way line of County Road 314, bears S 21°22'14" E for a distance of 40.03 feet;

THENCE, **N 21°38'07" W** with the west boundary line of said 2 acre David Vidaure, Jr. tract and the east boundary line of said 15.00 acre Jarrell Independent School District tract, passing at a distance of 1.17 feet an iron rod found with cap (not legible), in all a total distance of **40.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the northwest corner hereof, from which a 1/2" iron rod found monumenting the northeast corner of said 15.00 acre Jarrell Independent School District tract and an angle point in the west boundary line of said 2 acre David Vidaure Jr. tract, bears N 21°38'07" W for a distance of 606.58 feet;


THENCE, **N 68°12'18" E** through the interior of said 2 acre David Vidaure, Jr. tract for a distance of **49.88 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the east boundary line of said 2 acre David Vidaure, Jr. tract and the west boundary line of the remnant portion of a called 20 acre tract of land conveyed to David Vidaure and wife Sara A. Vidaure, recorded in Volume 1310, Page 870 of the Official Records of Williamson County, Texas, for the northeast corner hereof, from which a 1/2" iron rod found monumenting an angle point in said east boundary line of the 2 acre David Vidaure, Jr. tract and said west boundary line of the remnant portion of the 20 acre David and Sara A. Vadaure tract, bears N 21°38'36" W for a distance of 619.62 feet;

THENCE, **S 21°38'36" E** with said east boundary line of the 2 acre David Vidaure, Jr. tract and said west boundary line of the remnant portion of the 20 acre David and Sara A. Vidaure tract for a distance of **40.00 feet** to a calculated point on the southeast corner of said 2 acre David Vidaure, Jr. tract and the southwest corner of said remnant portion of the 20 acre David and Sara A. Vidaure tract, same being on said north right-of-way line of County Road 314, for the southeast corner hereof, from which a 1/2" iron rod found monumenting the southeast corner of the called 2 acre tract of land conveyed to Ernest Vidaure and wife, Donna Vidaure, recorded in Volume 1364, Page 293 of the Official Records of Williamson County, Texas and the southwest corner of a called 6' wide right-of-way dedication as shown on the Final Plat Coombes Subdivision, recorded in Document No. 2018061457 of the Official Public Records of Williamson County, Texas, same being on said north right-of-way line of County Road 314, bears N 68°12'17" E for a distance of 288.27 feet;

THENCE, **S 68°12'17" W** with the south boundary line of said 2 acre David Vidaure, Jr. tract and said north right-of-way line of County Road 314 for a distance of **49.89 feet** to the **POINT OF BEGINNING** hereof and containing 0.046 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00014

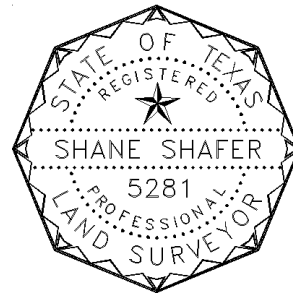
Drawing to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900



October 30, 2018

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



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.046 ACRE (1,995 SQUARE FEET) TRACT OF LAND IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 2 ACRE TRACT OF LAND CONVEYED TO DAVID VIDAURE, JR., RECORDED IN DOCUMENT NO. 2012097073 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 1851 CR 314, JARRELL, TX 76537

SCALE: 1" = 50'

JARRELL INDEPENDENT SCHOOL DISTRICT
CALLED 15.00 AC.
DOC. NO. 2008091876
O.P.R.W.C.T.

PROPOSED PARCEL N1 TO BE CONVEYED BY SEPARATE INSTRUMENT

DAVID VIDAURE
CALLED 2 AC.
O.P. NO. 2012097073
DOC. NO. 2012097073
O.P.R.W.C.T.

DAVID VIDAURE AND WIFE,
SARA A. VIDAURE
REMNANT PORTION OF
CALLED 20 AC.
VOL. 1310, PG. 870
O.R.W.C.T.

ERNEST VIDAURE AND WIFE,
DONNA VIDAURE
CALLED 2 AC.
VOL. 1364, PG. 293
O.R.W.C.T.

FINAL PLAT
COOMBES SUBDIVISION
DOC. NO. 2018061457
O.P.R.W.C.T.

LOT 1
BLOCK 1

30' FUTURE RIGHT-OF-WAY
SETBACK FOR LONG RANGE
TRANSPORTATION PLAN
AS SHOWN ON
DOC. NO. 2018061457

ISAAC BUNKER SURVEY
ABSTRACT NO. 54

PARCEL N2
0.046 ACRES
(1,995 SQ. FT.)

PROPOSED PARCEL N3 TO BE CONVEYED BY SEPARATE INSTRUMENT

PROPOSED PARCEL N4 TO BE CONVEYED BY SEPARATE INSTRUMENT

PROPOSED PARCEL N5 TO BE CONVEYED BY SEPARATE INSTRUMENT

25' BUILDING SETBACK
DOC. NO. 2018061457

SEE DETAIL 'A'
SHEET 2

SEE DETAIL 'B'
SHEET 2

EXISTING RIGHT-OF-WAY

COUNTY ROAD 314
ASPHALT ROADWAY
E.O.P.

E.O.P.

ASPHALT ROADWAY
E.O.P.

6' RIGHT-OF-WAY
DEDICATION
DOC. NO. 2018061457

0.037 AC.

P.O.B.
GRID COORDINATES:
N=10264325.32
E=3156706.56

A.A. LEWIS SURVEY
ABSTRACT NO. 384

RVEST LP
TRACT 18A, EXHIBIT G
CALLED 53.124 AC.
DOC. NO. 2012074806
O.P.R.W.C.T.

ROW PARCEL N2
SHEET 1 OF 3



DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.046 ACRE (1,995 SQUARE FEET) TRACT OF LAND IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 2 ACRE TRACT OF LAND CONVEYED TO DAVID VIDAURE, JR., RECORDED IN DOCUMENT NO. 2012097073 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 1851 CR 314, JARRELL, TX 76537

GENERAL NOTES:

- 1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.
- 3) THE TRACT SHOWN HEREON LIES WITH ZONE 'X' UNSHADED (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0150E, DATED SEPTEMBER 26, 2008.

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Title Resources Guaranty Company, Commitment for Title Insurance GF No. 1840274-KFD, which bears an Effective Date of September 27, 2018 and an Issued Date of October 5, 2018 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

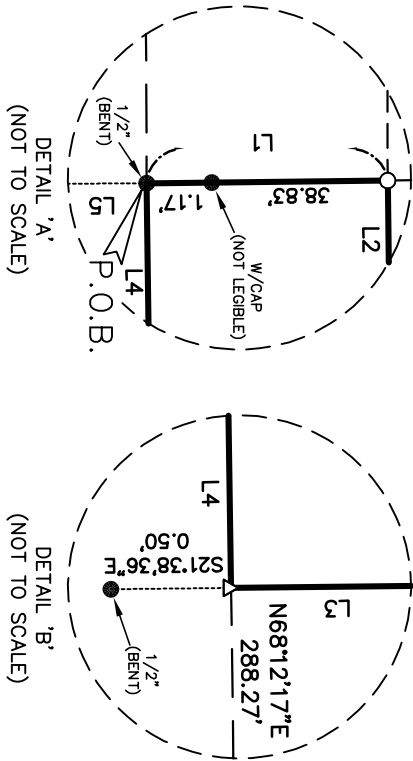
Restrictive Covenants of Record:
Volume 1310, Page 870 of the Official Records of Williamson County, Texas. The subject tract is a portion of the 2000 acre tract described in said document.

10a) Mineral and/or royalty interest in and to all coal, lignite, oil, gas and other minerals, recorded in Volume 1049, Page 941 and Volume 1310, Page 870, both of the Official Records of Williamson County, Texas. Not a survey matter.

ROW PARCEL N2
SHEET 2 OF 3

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.046 ACRE (1,995 SQUARE FEET) TRACT OF LAND IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 2 ACRE TRACT OF LAND CONVEYED TO DAVID VIDAURE, JR, RECORDED IN DOCUMENT NO. 2012097073 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 1851 CR 314, JARRELL, TX 76537



LINE	BEARING	DISTANCE
L1	N21°38'07\"W	40.00'
L2	N68°12'18\"E	49.88'
L3	S21°38'36\"E	40.00'
L4	S68°12'17\"W	49.89'
L5	S21°22'14\"E	40.03'

LEGEND

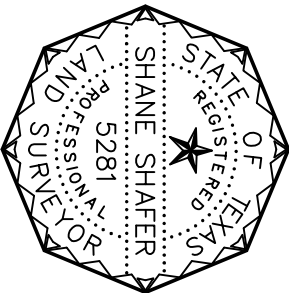
- IRON ROD FOUND
- 1/2" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
- ⊙ BRASS DISK FOUND
- CITY OF JARRELL SURVEY MARKER
- ⊕ P.P. POWER POLE
- GUY ANCHOR
- ⊠ TUB TELEPHONE JUNCTION BOX
- ⓧ (2) MAILBOXES ON CONCRETE
- X — WIRE FENCE
- ○ — CHAIN LINK FENCE
- OE — OVERHEAD ELECTRIC
- · · · — APPROXIMATE SURVEY LINE
- CMP CORRUGATED METAL PIPE
- CLF CHAIN LINK FENCE
- MF METAL FENCE
- E.O.P. E.O.P.
- P.O.B. POINT OF BEGINNING
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on October 25, 2018. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

Shane Shafer
SHANE SHAFER, R.P.L.S. NO. 5281

OCTOBER 30, 2018
DATE



ROW PARCEL N2
SHEET 3 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM No. 100066900

EXHIBIT "B"

Parcel N2

DEED

County Road 314 Road Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That DAVID VIDAURE, JR. and REGINA VIDAURE, 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, Donate 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 0.046 acre (1,995 square feet) tract of land in the Isaac Bunker Survey, Abstract No. 54, Williamson County, Texas and being out of called 2 acre tract of land conveyed to David Vidaure, Jr., recorded in Document No. 2012097073 of the Official Public Records of Williamson County, Texas. Said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel N2**)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 314.

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 _____, 201__.

[signature pages follow]

GRANTOR:

David Vidaure, Jr.

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 201___ by David Vidaure, Jr., in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

ReGina Vidaure

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me on this the _____ day of _____, 201____ by ReGina Vidaure, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE’S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Signature: David Vidaure Jr
David Vidaure Jr (Dec 12, 2018)

Email: bubbahook1@yahoo.com






00414794

Final Audit Report

2018-12-12

Created:	2018-12-12
By:	Lisa Dworaczyk (lisad@scrrlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9WWBlo90-AXu1E9T29WnuSgDN27PNiN7

"00414794" History

-  Document created by Lisa Dworaczyk (lisad@scrrlaw.com)
2018-12-12 - 9:07:57 PM GMT- IP address: 67.79.201.226
-  Document emailed to David Vidaure Jr (bubbahook1@yahoo.com) for signature
2018-12-12 - 9:08:11 PM GMT
-  Document viewed by David Vidaure Jr (bubbahook1@yahoo.com)
2018-12-12 - 9:15:51 PM GMT- IP address: 69.147.93.14
-  Document e-signed by David Vidaure Jr (bubbahook1@yahoo.com)
Signature Date: 2018-12-12 - 9:16:50 PM GMT - Time Source: server- IP address: 173.219.38.187
-  Signed document emailed to Lisa Dworaczyk (lisad@scrrlaw.com) and David Vidaure Jr (bubbahook1@yahoo.com)
2018-12-12 - 9:16:50 PM GMT

Commissioners Court - Regular Session

50.

Meeting Date: 12/18/2018

Chapter 381

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 authorizing the County Judge to execute a Chapter 381 Economic and Development Program Agreement with Apple Inc.

Background

Fiscal Impact

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

Attachments

[Chapter 381 with Apple Inc](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 12:00 PM

Started On: 12/13/2018 11:39 AM

WILLIAMSON COUNTY AND PROJECT CAPSTONE, INC.

CHAPTER 381 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT

This **CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (this "**Agreement**") is made and entered into by and between **WILLIAMSON COUNTY** (hereinafter referred to as "**County**"), a Texas political subdivision, and **APPLE INC.** (hereinafter referred to as "**Company**"), as of the ___ day of December, 2018 (the "**Effective Date**") for the purposes and considerations stated below:

WHEREAS, the Company desires to enter into this Agreement pursuant to Chapter 381 of the Texas Local Government Code (hereinafter referred to as "**Chapter 381**"); and

WHEREAS, the County desires to provide, pursuant to Chapter 381, an incentive to Company to locate in Williamson County, Texas, as defined below; and

WHEREAS, the County has the authority under Chapter 381 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the County; and

WHEREAS, the County determines that the grants as specified herein to Company will serve the public purpose of promoting local economic development and enhancing business and commercial activity within the County; and

WHEREAS, over a period of years, the Company intends to expend at least \$400,000,000 for the purchase of real property ("**Land**"), as described on the attached **Exhibit "A"**, and the construction thereon of buildings and other improvements (the "**Facility**"), along with all other furniture, fixtures, equipment and other personal property located on the Land or within the Facility (collectively the "**Personal Property**") (the Facility, the Land and the Personal Property are collectively referred to herein as the "**Property**"); and

WHEREAS, the Company intends to create up to 4,000 Full-Time Equivalent Jobs (as defined below) during the Term (as defined below) which will encourage increased economic development in the County, provide significant increases in the County's tax revenues, and improve the County's ability to provide for the health, safety and welfare of its citizens (the "**Purpose**") (the Property, the Full-Time Equivalent Jobs and the Purpose are collectively referred to herein as the "**Project**"); and

WHEREAS, the County has concluded and hereby finds that this Agreement clearly promotes economic development in the County and, as such, meets the requisites under Chapter 381 of the Texas Local Government Code and further, is in the best interests of the County.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. TERM.

The "**Term**" of this Agreement shall be fifteen (15) full tax years commencing on the first full tax year following the Company's creation of a total of 700 Full-Time Equivalent Jobs (the "**Initial Full-Time Equivalent Jobs**").

SECTION 2. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) Ad Valorem Taxes. The words "**Ad Valorem Taxes**" shall mean those real and business personal property ad valorem taxes which are required to be paid to the County based on the assessed value of the Property.
- (b) Agreement. The word "**Agreement**" means this Chapter 381 Economic Development Program and Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) Company. The word "**Company**" means Apple Inc. For the purposes of this Agreement, including the address for sending notice, Company's address is Apple Inc., One Apple Park Way, MS: 104-2 TX, Cupertino, CA 95032, Attn: Corporate Tax Department.
- (d) County. The word "**County**" means Williamson County, Texas. For purposes of this Agreement, including the address for sending notice, County's address is 710 Main Street, Suite 101, Georgetown, TX 78626.
- (e) Full-Time Equivalent Job. The words "**Full-Time Equivalent Job**" mean a job filled by an individual who must work for a period of not less than forty (40) hours per week or if less than forty (40) hours a week, the number of hours per week that the Company represents to be in accordance with its designated full-time employment policy as of the reporting year.
- (f) Grant. The word "**Grant**" means a payment to Company under the terms of this Agreement computed with reference to the Ad Valorem Taxes paid to the County by the Company, and payable from the County's general revenue fund in the amount set forth in Section 4 below.
- (g) Grant Submittal Package. The words "**Grant Submittal Package**" mean the documentation required to be supplied to County as further described in Section 3 below as a condition of receipt of any Grant.
- (h) Initial Full-Time Equivalent Job. The words "**Initial Full-Time Equivalent Job**" have the meaning described in Section 1.
- (i) Land. The word "**Land**" shall mean the real property as described in **Exhibit "A"**.
- (j) Project. The word "**Project**" shall have the meaning described in the Recitals above.
- (k) Property. The word "**Property**" means all of that real property and improvements, and personal property described in the Recitals of this Agreement.
- (l) Purpose. The word "**Purpose**" shall have the meaning described in the Recitals above.
- (m) Term. The word "**Term**" means the term of this Agreement set forth in Section 1 above.

SECTION 3. OBLIGATIONS OF COMPANY.

During the Term, Company shall comply with the following terms and conditions:

- (a) In consideration of the County entering into this Agreement, Company will expend at least \$400,000,000 for the acquisition of the Land and development, construction and fit-out of the Project, which may be undertaken in phases, during the Term. Company acknowledges that this Agreement is specifically contingent upon Company's continued use and operation of all or any portion of the Facility throughout the Term. In the event the first phase of the Facility, with an assessed value of at least \$50,000,000 is not constructed by December 31, 2022 (subject to delays of Force Majeure), or if Company discontinues the operation of the Facility, then the County may terminate this Agreement after provision of written notice to Company pursuant to the notice provisions in this Agreement and the Company's failure to cure within the applicable cure period.
- (b) The parties to this Agreement agree that the taxable value of the Property will have a minimum base value of \$50,000,000 throughout the Term.
- (c) The Company agrees to create a total of 4,000 Full-Time Equivalent Jobs, which shall include the Initial Full-Time Equivalent Jobs, as follows:
 - (1) Company shall create an additional 600 Full-Time Equivalent Jobs by the second anniversary of the commencement of the Term for a cumulative total of 1,300 Full-Time Equivalent Jobs;
 - (2) Company shall create an additional 600 Full-Time Equivalent Jobs by the fourth anniversary of the commencement of the Term for a cumulative total of 1,900 Full-Time Equivalent Jobs;
 - (3) Company shall create an additional 600 Full-Time Equivalent Jobs by the sixth anniversary of the commencement of the Term for a cumulative total of 2,500 Full-Time Equivalent Jobs;
 - (4) Company shall create an additional 600 Full-Time Equivalent Jobs by the eighth anniversary of the commencement of the Term for a cumulative total of 3,100 Full-Time Equivalent Jobs;
 - (5) Company shall create an additional 600 Full-Time Equivalent Jobs by the tenth anniversary of the commencement of the Term for a cumulative total of 3,700 Full-Time Equivalent Jobs; and
 - (6) Company shall create an additional 300 Full-Time Equivalent Jobs by the twelfth anniversary of the commencement of the Term for a cumulative total of 4,000 Full-Time Equivalent Jobs.

Failure of Company to provide the required number of Full-Time Equivalent Jobs at any applicable anniversary of the commencement of the Term shall not be considered an Event of Default unless the number of Full-Time Equivalent Jobs actually provided is less than 70% of the required number. If the actual number of Full-Time Equivalent Jobs is at least 70% of the required number, the percentage of the applicable Grant will be reduced by the same percentage that the actual number of Full-Time Equivalent Jobs bears to the required number of Full-Time Equivalent Jobs.

- (d) A Full-Time Equivalent Job may be located in another location other than the Property so long as said location is controlled by the Company and is within the County.
- (e) If the Company has not satisfied the requirements and conditions described in paragraphs (a), (b), and (c) above at the end of any year during the Term, Company shall have an automatic cure period of ninety (90) days after the end of the applicable year to correct such deficiency, but County shall not have any obligation to give Company written notice or notice otherwise concerning any such deficiency.
- (f) On or before the 1st day of March of each calendar year during the Term, Company agrees to submit a Grant Submittal Package to County as follows:
 - (i) Evidence reasonably acceptable to County that Company has paid by January 31st of each year all Ad Valorem Taxes due for the previous tax year.
 - (ii) Company shall provide to County an affidavit stating the total number of Full-Time Equivalent Jobs which are filled by the Company as of December 31 of the previous year before the date of the submittal of the Grant Submittal Package.
 - (iii) Unless otherwise agreed by County and Company, each Grant Submittal Package shall be in a form as reasonably approved by the County and delivered to Company upon execution of this Agreement. If Company fails to timely submit a Grant Submittal Package for a particular year, then County shall give Company written notice of Company's failure to timely submit such Grant Submittal Package, and Company shall have thirty (30) calendar days calculated from the date on which such written notice is given in which to submit such Grant Submittal Package.

SECTION 4. OBLIGATIONS OF COUNTY.

During the Term and so long as an Event of Default has not occurred and is continuing as set forth in this Agreement (provided, however, an Event of Default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure periods as set forth herein), County will comply with the following terms and conditions:

- (a) For each tax year during the Term and beginning in the first tax year of the Term, a Grant in an amount equal to 65% of the Ad Valorem Taxes shall be paid by County from the County's general fund to Company on an annual basis upon Company's satisfaction of the requirements of this Agreement. County agrees to process any Grant to be paid to Company within sixty (60) days after the date of approval by County of the Grant Submittal Package.
- (b) The above-described Grant shall be paid throughout the Term so long as Company complies with the terms and condition of this Agreement. Upon final payment of the Grant, this Agreement shall terminate, and neither County nor Company shall have any further obligations hereunder. All future Ad Valorem Taxes thereafter required to be paid by Company to County shall be retained in full by County, as such may be determined subject to any of Company's rights to challenge or reduce such Ad Valorem Taxes as may exist at such time, or from time to time thereafter.

- (c) Company agrees that it is the sole obligation of Company to present satisfactory evidence to County that all due and owing Ad Valorem Taxes have actually been paid to County. If for any reason, the County is unable to verify that the Ad Valorem Taxes were paid to County, County is under no obligation to tender the Grant to Company. County's determination as to the payment of the Grant to Company is final.
- (d) In the course of verifying Company's compliance with the requirements of this Agreement, County and County's employees, agents, consultants and contractors assigned to perform any portion of the review and inspection may obtain certain information relating to identified or identifiable individuals ("**Personal Data**"). County acknowledges that it shall have no right, title or interest in any Personal Data obtained by it as a result of this Agreement, and will not use the Personal Data for any purpose other than verification of Company's compliance with the requirements of this Agreement. County shall take appropriate legal, organizational and technical measures to ensure the confidentiality of Personal Data, and protect Confidential Data against unauthorized disclosure or access, and against all other unlawful forms of processing, keeping in mind the nature of such data. In the event County collects Personal Data, County shall at all times comply with the Company's lawful instructions regarding the Personal Data, as well as all applicable laws, regulations, and international accords or treaties.

SECTION 5. EVENTS OF DEFAULT; TERMINATION WITH DEFAULT

Each of the following shall constitute an event of default under this Agreement ("**Event of Default**"):

- (a) Failure to locate the Facility on the Property or to provide the required number of Full-Time Equivalent Jobs according to the requirements of Section 3 of this Agreement. County shall notify Company in writing of such Event of Default. Company shall have ninety (90) days after receipt of such notice to cure the Event of Default, and failure to do so may result in the termination of this Agreement by County sending written notice thereof to Company that County's and Company's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein).
- (b) The dissolution or termination of Company's existence as an active business or concern, Company's insolvency, appointment of receiver for any part of Company's assets, any assignment of all or substantially all of the assets of Company for the benefit of creditors of Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing.
- (c) The failure of Company to pay Ad Valorem Taxes required to be paid to If Company shall fail to perform any other obligation under this Agreement. Company shall have thirty (30) days after receipt of such notice to cure the Event of Default, and failure to do so may result in the termination of this Agreement by County sending written notice thereof to Company that County's and Company's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein).
- (d) The failure of County to pay all or any portion of a Grant to Company when due and owing under the terms of the Agreement. Company shall notify County in writing of such Event of Default. County shall have thirty (30) days after receipt of such notice to cure the Event of Default and failure to do so may result in the termination of this Agreement by Company

sending written notice thereof to County that Company's and County's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein); provided, however that Company may pursue such remedies available to it by law or equity, including, specific performance.

SECTION 6. TERMINATION OF AGREEMENT BY COUNTY WITHOUT DEFAULT.

County may terminate this Agreement without an Event of Default, effective immediately, if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that Chapter 381 Economic Development Agreement grants, such as the Grant included in this Agreement, are deemed to be unconstitutional debt.

SECTION 7. GRANT RECAPTURE.

In the event of an Event of Default by Company which is not cured within the time periods set forth in Section 5 or in the otherwise additional time allowed by County as Company's total cure period, and upon termination by County of this Agreement as set forth above, County may recapture and collect from Company the amount(s) of Grants already paid by County to Company for the one (1) year directly preceding the date of the notice of default. Company shall pay to County the foregoing amount(s) within thirty (30) days after the County makes written demand for same. No further Grants shall then be payable to Company and this Agreement shall be of no further force or effect.

In addition to other available remedies under law and equity, the County shall have all remedies for the collection of the amount(s) of the Grants as provided generally in the Texas Tax Code for the collection of delinquent Ad Valorem Taxes.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Williamson County, Texas.
- (c) **Assignment.** Company understands and agrees that the County expressly prohibits Company from selling, transferring, assigning or conveying in any way any rights to receive the Grant without the County's prior written consent.

- (d) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. County warrants and represents that the individual executing this Agreement on behalf of County has full authority to execute this Agreement and bind County to the same. Company warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (f) Execution of Agreement. The Commissioners Court shall authorize the County Judge to execute this Agreement on behalf of County.
- (g) Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (h) Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above in Section 2. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.
- (i) Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- (j) Sovereign Immunity. Except as such waiver may otherwise be specifically provided for to the contrary under Texas statutes or controlling case law, no party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

(Signatures on the following pages)

COMPANY:

APPLE INC.

By: Terry Ryan
Name: TERRY RYAN
Title: SR TAX DIRECTOR
Date: 12/12/18

COUNTY:

COUNTY OF WILLIAMSON, TEXAS

By: _____
Dan A. Gattis, County Judge

Attest:

By: _____
County Clerk

EXHIBIT A
DESCRIPTION OF THE LAND

TRACT 1: Being all of that certain tract or parcel of land containing 83.305 acres, more or less, situated in the William J. Baker Survey, Abstract No. 64, Williamson County, Texas, the William J. Baker, Abstract No. 2695, in Travis County, Texas, said tract to be more particularly described by metes and bounds on the Survey.

TRACT 2: Being all of that certain tract or parcel of land containing 50.462 acres, more or less, situated in the William J. Baker Survey, Abstract No. 64, Williamson County, Texas, said tract to be more particularly described by metes and bounds on the Survey.

Commissioners Court - Regular Session

51.

Meeting Date: 12/18/2018

Special Warranty Deed

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute a Special Warranty Deed to Gardens at Mayfield, LLC for the Arterial H-Water Quality Pond.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Arterial H SWD

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 12:03 PM

Started On: 12/13/2018 11:53 AM

SPECIAL WARRANTY DEED

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: December 18, 2018

Grantor: WILLIAMSON COUNTY, TEXAS

Grantor's Mailing Address: 710 Main Street, Suite 101, Georgetown, Texas
Williamson County

Grantee: GARDENS AT MAYFIELD, LLC

Grantee's Mailing Address: _____
_____ County

Property (including any improvements)

Being 5.079 acres of land, surveyed by Landesign services, Inc., out of the John D. Anderson Survey, Abstract No. 16, in Williamson County, Texas, and being out of a 237.026 acre tract conveyed to Williamson County Park Foundation, Inc. recorded in Document No. 2001040254 of the official public records of Williamson County, Texas, and being the same property described in a Water Quality Pond Easement conveyed to Gardens at Mayfield, LLC, recorded in Document No. 2016031524 of the Official Public Records of Williamson County, Texas; said parcel more particularly described in exhibit "A", attached hereto and incorporated herein (hereinafter sometimes referred to as the "Property").

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2018, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under

Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM’S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN “AS IS, WHERE IS” TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE’S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS OR ENFORCEMENT ISSUES AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ANY REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Acknowledgement

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of December, 2018 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

ACCEPTED AND ACKNOWLEDGED BY GRANTEE:

GARDENS AT MAYFIELD, LLC

By: _____

Name: _____

Its: _____

Acknowledgement

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ by
_____, in the capacity and for the purposes and consideration
recited herein.

Notary Public, State of _____



Landesign Services, Inc.

1220 McNeil Road
Suite 200
Round Rock, Texas 78681
Firm Registration No. 10001800
512-238-7901 office
512-238-7902 fax

EXHIBIT " A "

METES AND BOUNDS DESCRIPTION

BEING 5.079 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE JOHN D. ANDERSON SURVEY, ABSTRACT NO. 16 IN WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF A 237.026 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY PARK FOUNDATION, INC. RECORDED IN DOCUMENT NO. 2001040254 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a fence post for the southwest corner of a called 38.51 acre tract described in Document No. 2004032263 of the O.P.R.W.C.T., in the north line of Lot 24A, Block A, Vista Oaks Section 5B, Phase 2 a subdivision of record in Document No. 200058131 of the O.P.R.W.C.T. and in the most southern southwest corner of said 237.026 acre tract;

THENCE North 20°21'33" West with the west line of said 237.026 acre tract and the east line of said 38.51 acre tract a distance of 224.99 feet to a nail found for the southeast corner of a called 3.936 acre tract described as Arterial - H in Document No. 2006013003 of the O.P.R.W.C.T.;

THENCE along a curve to the left, crossing through said 237.026 acre tract, having a radius of 1450.00 feet, a delta angle of 00°37'16", a length of 15.72 feet and a chord which bears North 36°41'53" East a distance of 15.72 feet to a calculated point for the POINT OF BEGINNING:

THENCE continuing to cross through said 237.026 acre tract the following fifteen (15) courses:

1. Along a curve to the left, having a radius of 1450.00 feet, a delta angle of 12°58'14", a length of 328.25 feet and a chord which bears North 29°54'08" East a distance of 327.55 feet to a calculated point;
2. North 88°12'05" East a distance of 186.85 feet to a calculated point;
3. South 51°35'06" East a distance of 37.32 feet to a calculated point;
4. North 56°42'14" East a distance of 101.94 feet to a calculated point;

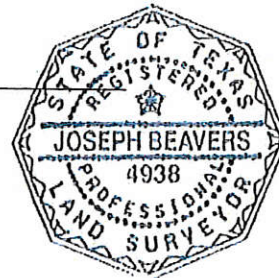
5. North 82°52'23" East a distance of 63.59 feet to a calculated point;
6. South 78°42'03" East a distance of 67.83 feet to a calculated point;
7. South 32°19'16" East a distance of 121.46 feet to a calculated point;
8. South 22°37'54" East a distance of 33.93 feet to a calculated point;
9. South 04°55'26" West a distance of 52.82 feet to a calculated point;
10. South 17°54'33" West a distance of 57.88 feet to a calculated point;
11. South 67°15'27" West a distance of 146.41 feet to a calculated point;
12. South 24°41'58" West a distance of 77.96 feet to a calculated point;
13. South 69°18'02" West a distance of 432.19 feet to a calculated point;
14. North 20°21'33" West a distance of 210.85 feet to a calculated point;
15. North 32°53'59" West a distance of 8.33 feet to the POINT OF BEGINNING.

This parcel contains 5.079 acres of land, out of the John D. Anderson Survey, Abstract No. 16, in Williamson County, Texas. All bearings are based Texas Central Zone 4203 State Plane Grid, derived from VRS Coordinates provided by the Texas Cooperative Network Reference Stations and where scaled from point number 1 utilizing a scale factor of 1.0001266062


Joseph Beavers

18 FEB 14
Date

Registered Professional Land Surveyor
State of Texas No. 4938

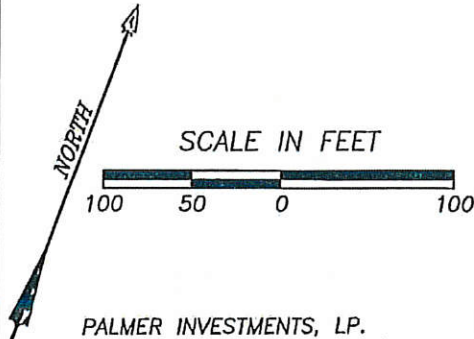


Job Number: 375-15-1

Attachments: Survey Drawing L:\38 ac. Sam Bass\DWGS\3550103 Esmt 3.dwg

NUMBER	Delta Angle	Radius	Length	Chord Bearing	Chord Length
C1	00°37'16"	1450.00	15.72	N36°41'53"E	15.72
C2	12°58'14"	1450.00	328.25	N29°54'08"E	327.55

NUMBER	DIRECTION	DISTANCE
L1	N32°53'59"W	8.33'



WILLIAMSON COUNTY PARK
FOUNDATION, INC
237.026 ACRES
DOCUMENT NO. 2001040254
O.P.R.W.C.T.

PALMER INVESTMENTS, LP.
(REMAINDER OF 38.51 ACRES)
DOCUMENT NO. 2004032263
O.P.R.W.C.T.

ARTERIAL-H
3.936 ACRES (100' ROW)
WILLIAMSON COUNTY
DOCUMENT NO. 2006013003

PALMER INVESTMENTS, LP.
(REMAINDER OF 38.51 ACRES)
DOCUMENT NO. 2004032263
O.P.R.W.C.T.

POINT OF
COMMENCEMENT

POINT OF
BEGINNING

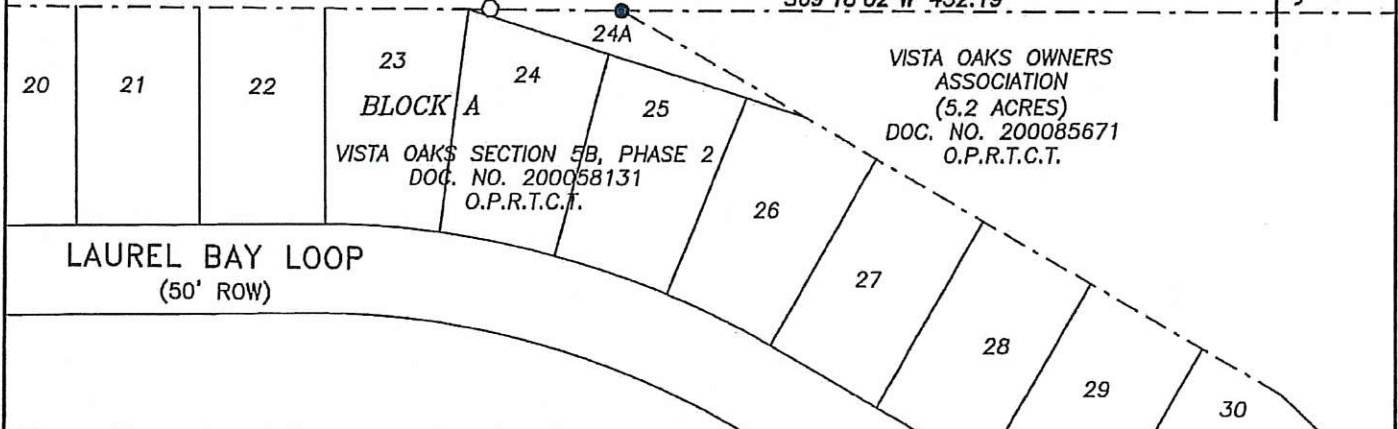
5.079 ACRES

JOHN D. ANDERSON SURVEY
ABSTRACT NO. 16

VISTA OAKS OWNERS
ASSOCIATION
(5.2 ACRES)
DOC. NO. 200085671
O.P.R.T.C.T.

BLOCK A
VISTA OAKS SECTION 5B, PHASE 2
DOC. NO. 200058131
O.P.R.T.C.T.

LAUREL BAY LOOP
(50' ROW)

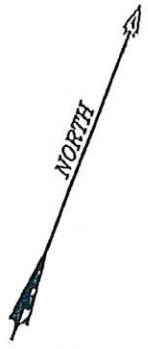
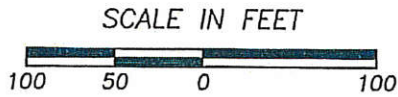


JOB NUMBER: 375-15-1		DATE: 02/17/2016	
PROJECT NAME: 38 AC SAM BASS			
DRAWING NAME: 3550103 ESMT-3.DWG			
DRAWING FILE PATH: L:\38 ac. Sam Bass\DWGS			
FIELDNOTE FILE PATH: L:\38 ac. Sam Bass\FNOTES			
RPLS: JB	TECH: HAS	PARTYCHIEF:	CHK BY: JB
SHEET 3 of 4		FIELDBOOKS:	
		SCALE: 1" = 40'	



LANDESIGN
SERVICES, INC.

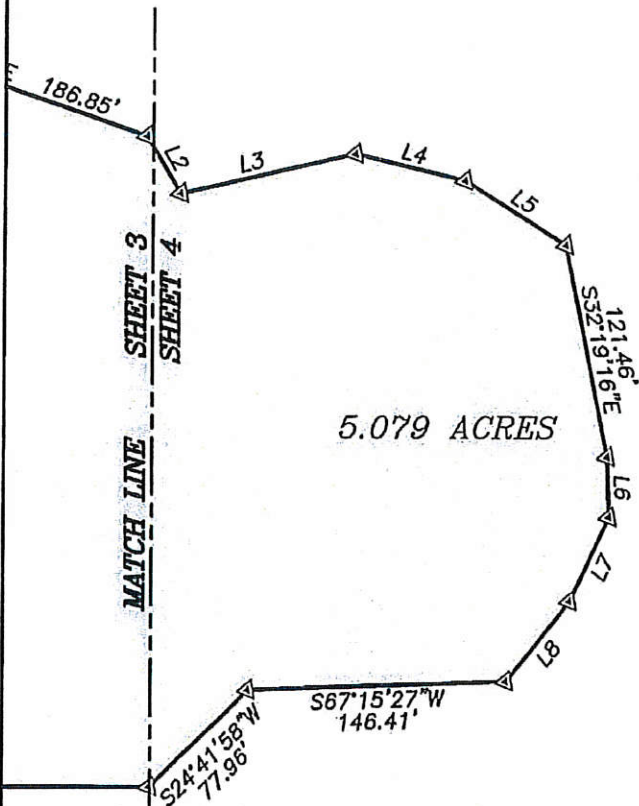
512-238-7901
1220 MCNEIL ROAD
SUITE 200
ROUND ROCK, TEXAS 78681
FIRM REGISTRATION NO. 10001800



JOHN D. ANDERSON SURVEY
ABSTRACT NO. 16

WILLIAMSON COUNTY PARK
FOUNDATION, INC
237.026 ACRES
DOCUMENT NO. 2001040254
O.P.R.W.C.T.

[Signature]
18 FEB 16



NUMBER	DIRECTION	DISTANCE
L2	S51°35'06"E	37.32'
L3	N56°42'14"E	101.94'
L4	N82°52'23"E	63.59'
L5	S78°42'03"E	67.83'
L6	S22°37'54"E	33.93'
L7	S04°55'26"W	52.82'
L8	S17°54'33"W	57.88'

VISTA OAKS OWNERS
ASSOCIATION
(5.2 ACRES)
DOC. NO. 200085671
O.P.R.T.C.T.

11
BLOCK H
VISTA OAKS 1A & 1B
FINAL PLAT REVISED
CAB. J, SLIDE 189
P.R.T.C.T.

LEGEND

- 1/2" IRON REBAR FOUND (unless noted otherwise)
- ▲ NAIL FOUND
- FENCE CORNER POST
- △ CALCULATED POINT

O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

JOB NUMBER: 375-15-1	DATE: 02/17/2016
PROJECT NAME: 38 AC SAM BASS	
DRAWING NAME: 3550103 ESMT-3.DWG	
DRAWING FILE PATH: L:\38 ac. Sam Bass\DWGS	
FIELDNOTE FILE PATH: L:\38 ac. Sam Bass\FNOTES	
RPLS: JB	TECH: HAS
PARTYCHIEF:	CHK BY: JB
SHEET 4 of 4	FIELDBOOKS:
SCALE: 1" = 40'	



LANDESIGN
SERVICES, INC.

512-298-7001
1220 MCNEIL ROAD
SUITE 200
ROUND ROCK, TEXAS 78681
FIRM REGISTRATION NO. 10001800

Commissioners Court - Regular Session

52.

Meeting Date: 12/18/2018

River Ranch County Park Phase I - Change Order 1

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 River Ranch County Park Phase I development Change Order # 1 from Ritter, Botkin Prime Construction Company, Inc., in the amount of \$763,953.00.

Background

The County accepted all alternates in the project converting all Caliche Paved roads to Bituminous Pavement Roads. This change order adds ninety (90) calendar days to the contract to complete the accepted alternates and road upgrades.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CO1

CO Funds

Form Review

Inbox

Hal Hawes
County Judge Exec Asst.
Form Started By: Randy Bell
Final Approval Date: 12/13/2018

Reviewed By

Hal Hawes
Wendy Coco

Date

12/13/2018 09:52 AM
12/13/2018 12:12 PM
Started On: 12/13/2018 08:16 AM



PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM

20907 Martin Ln Pflugerville, TX 78660

(office) 512.244.7799

(fax) 512.990.9886

River Ranch County Park Phase 1 Development Change Order No. 01

This Change Order Estimate includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) **Williamson County** (Owner):

SCOPE:

Furnish and install all materials, tools, and labor required for the following scopes of work

1. Convert Caliche Paved Roads to Bituminous Pavement Roads:
 - Subgrade Delta: 460,379sf \$575,919.00/LS
 - Bid Item Reference Number(s): 13, 204, 230, 260
 - Asphalt Delta: 119,009sf \$188,034.00/\$1.58SF
 - Bid Item Reference Number(s): 204, 230, 260

2. Extension of time requested to complete accepted alternates and change order work:
 - Increase - (90) calendar days \$0.00

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated above. This change order will only become effective, in whole, with signatures from both parties noted below.

Current Contract Amount: \$ 11,040,192.26

Change Order 01: \$ 763,953.00

New Contract Amount: \$ 11,804,145.26



PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM

20907 Martin Ln Pflugerville, TX 78660


(office) 512.244.7799 (fax) 512.990.9886

Williamson County

Signature / Date

Printed Name

Prime Construction Company Inc.

 12-6-18

Signature / Date

Brian Ritter

Printed Name

Design Workshop

 12/12/18

Signature / Date

Claire Hempel

Printed Name

Williamson County - Job Cost Tracking Log

Project: P315 / P351 - Roads

River Ranch County Park Phase I

Change Order: #1

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	Funding Breakdown		Total Updated Contract Amount
				Cost of Work	Owner Contingency	
Contract			365	\$ 11,040,192.26	\$ 2,000,000.00	\$ 13,040,192.26
1	12/11/2018	Contractor	90	\$ 763,953.00	\$ (763,953.00)	\$ 13,040,192.26
2			0	\$ -	\$ -	\$ 13,040,192.26
3			0	\$ -	\$ -	\$ 13,040,192.26
4			0	\$ -	\$ -	\$ 13,040,192.26
5						\$ 13,040,192.26
6						\$ 13,040,192.26
7						\$ 13,040,192.26
8						\$ 13,040,192.26
9						\$ 13,040,192.26
10						\$ 13,040,192.26
11						\$ 13,040,192.26
12						\$ 13,040,192.26
13						\$ 13,040,192.26
14						\$ 13,040,192.26
15						\$ 13,040,192.26
16						\$ 13,040,192.26
17						\$ 13,040,192.26
18						\$ 13,040,192.26
19						\$ 13,040,192.26
20						\$ 13,040,192.26
21						\$ 13,040,192.26
22						\$ 13,040,192.26
23						\$ 13,040,192.26
24						\$ 13,040,192.26
25						\$ 13,040,192.26
26						\$ 13,040,192.26
27						\$ 13,040,192.26
28						\$ 13,040,192.26
29						\$ 13,040,192.26
30						\$ 13,040,192.26
						\$ 13,040,192.26
			90	\$ 11,804,145.26	\$ 1,236,047.00	\$ 13,040,192.26

Commissioners Court - Regular Session

53.

Meeting Date: 12/18/2018

Williamson County Clean Air Goals 2018-2019

Submitted For: Terry Cook

Submitted By: Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on clean air goals for Williamson County in partnership with the Central Texas Clean Air Coalition, part of the Capital Area Council of Governments (CAPCOG).

Background

Williamson County is near non-attainment status in regards to the persistent high level of pollutants in our air. As part of the Capital Area Council of Governments (CAPCOG) Central Texas Clean Air Coalition, Williamson County, along with all of the other counties and cities in our 10-county region, has been tasked with bringing forward clean air goals that will keep us from entering non-attainment status with the Environmental Protection Agency (EPA).

According to CAPCOG, the possible costs of ozone non-attainment designation can be very high and devastating to the future growth of Williamson County and Central Texas. Between costs for abating Central Texas' impact on other areas, costs for non-attainment designation, and costs for reaching attainment again after the non-attainment designation has been estimated to cost \$5.9 - \$6.5 trillion in economic output across our region.

These goals and actions consist of a two-pronged approach to clearing the air by alerting and educating 1. The Public and 2. our county employees on what they can do leading up to Ozone Season (April - October) and on Ozone Action Days.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Ozone Action Day Plan

Wilco clean air goals 2018-2019

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Garry Brown
Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:37 AM
Started On: 12/13/2018 10:55 AM

When an Ozone Day Alert is received:

1. Gary Boyd will send the alert to the county's Public Information Office and to the Emergency Management Office
2. The PIO will post the warning on the Williamson County web site, the county's Facebook page, through NextDoor, and its Twitter account. Also, an email to county employees will be sent reminding them to gas up their vehicles at the end of the day and no idling.
3. Emergency Management will send out a notice on their app.
4. A voicemail broadcast from the County Judge can be sent to all county employees, too, but we'll give the email route a try first.

Basic proposed language for Ozone Action Day Alerts:

Tomorrow will be an Ozone Action Day. Help Williamson County fight smog and help your family member and friend who may have asthma or some other respiratory ailment by taking the following actions:

- Fuel up your vehicle either before you get home today or after 5:00pm tomorrow.
- Take a lunch to work tomorrow, so you don't have to drive to pick one up.
- If you can, telecommute, or take an alternate mode of transportation to work tomorrow, such as carpool, bike, or public transportation. Run your errands late in the day and combine trips.
- Get to work before 8:00am to cut buildup of smog later in the morning.
- If it's on your to do list, mow your yard late in the day.

These actions could help keep Williamson County from achieving non-attainment status with the Environmental Protection Agency (EPA). Non-attainment means that there is a persistent high level of pollutants in our air. Being labelled "non-attainment" triggers several actions, including more regulations and restrictions on new and expanding businesses, thereby putting our economy at risk. It could delay any plans for new roads. The annual cost to county taxpayers has been projected to be upwards of close to \$1.4 billion, and will impact everyone for many, many years. This is in addition to the human cost for those with respiratory ailments.

Please do your part by taking at least one of the actions listed above. They take a little planning, but they are easy to do. Thank you for helping to clear the air in Williamson County.

	A	B
1	Tier 1 Measures	How actions are taken by Williamson County
2	Meet with all department heads and elected officials to educate them about ozone and ozone actions - seek possible actions that their departments could take on alert days	Develop training materials. Work to establish a plan which the department head or elected official would share with their department. Those plans would be executed on alert days following notification. Create form to track all department actions sorted by department.
3	Educating employees about regional air quality and encouraging them to sign up for daily air quality forecasts and Ozone Action Day alerts	Emails from the Public Information Office to all employees leading up to and through summer ozone season; maybe a voicemail broadcast
4	Where feasible, encourage employees to telecommute at least once a week and on all Ozone Action Days;	Emails from the Public Information Office to all employees leading up to and through summer ozone season; maybe a voicemail broadcast
5	When employees are not telecommuting, encourage them to take low-emission modes of transportation, such as carpooling, vanpooling, transit, biking, and walking, if possible;	Emails from the Public Information Office to all employees leading up to and through summer ozone season; maybe a voicemail broadcast
6	Where flexible schedules are allowed, encourage employees to consider work schedules with start times earlier than 8 am rather than later in the morning due to the higher impact of emissions on O3 levels later in the morning, and bring lunches to work;	Emails from the Public Information Office to all employees leading up to and through summer ozone season; maybe a voicemail broadcast
7	Conserve energy, particularly on Ozone Action Days;	Emails from the Public Information Office to all employees leading up to and through summer ozone season; maybe a voicemail broadcast
8	Establish and enforce idling restriction policies for use of county's vehicles, equipment, and property;	Will be addressed through policy discussions within the Fleet Committee (from Ashlie Koenig)
9	Educate fleet users on driving and equipment operation practices that can reduce NOX emissions;	Will be addressed through policy discussions within the Fleet Committee (from Ashlie Koenig)
10	Reschedule discretionary emission-generating activities such as engine testing and refueling to late afternoon rather than the morning, particularly on Ozone Action Days;	The Fleet Committee will add a strongly worded suggestion in the fleet handbook to encourage all fleet users to fuel up later in the day instead of the morning.
11	Seek funding to accelerate replacement of older, higher-emitting vehicles and equipment with newer, cleaner vehicles and equipment, such as Texas Emission Reduction Plan (TERP) grants	Done through the Department of Infrastructure
12		
13	Tier 2 Measures	
14	Educating the public about regional air quality and encouraging them to sign up for daily air quality forecasts and Ozone Action day alerts	Done through actions at court and through the county's Public Information Office, which will post on the web site, Facebook page, Twitter, and NextDoor. Emergency Management will send out a notice on their app and include if able, a notice in their weekly sitrep.

Commissioners Court - Regular Session

54.

Meeting Date: 12/18/2018

Standard Agreement with Sonterra MUD 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 appropriate action regarding approval and receipt of the Standard Agreement with Sonterra Municipal Utility District regarding off-duty contracting of County Sheriff Deputies.

Background

This is for a new Municipal Utility District in Jarrell. This agreement gives permission for Sonterra MUD to contract County Sheriff deputies in a private capacity and the County to invoice Sonterra MUD for deputies' vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Sonterra MUD

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:31 AM

Started On: 12/13/2018 10:07 AM

STATE OF TEXAS	§	STANDARD AGREEMENT WITH
	§	LOCAL GOVERNMENTAL ENTITY
	§	REGARDING OFF-DUTY
	§	CONTRACTING OF COUNTY
COUNTY OF WILLIAMSON	§	SHERIFF DEPUTIES

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

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

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. *LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.*
2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES employment with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars

(\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on October 1, 2018 and shall terminate on September 30, 2019, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2019, and October 1, 2020. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2022.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY:

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

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: Souterra Municipal Utility District

Signature: _____

Printed Name: John Faske

Title: President, Board of Directors

Date: December 10, 2018

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Robert Chady

Signature of Official: _____

Date: 12-13-18, 2018

Address of Office: 508 S. Rock St.
Georgetown TX 78626

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK¹

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

¹ Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session

55.

Meeting Date: 12/18/2018

Vehicle Reimbursement Agreement with Wellspring UMC 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 appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Wellspring United Methodist Church (traffic control at church on Williams Dr.)

Background

This agreement gives permission for Wellspring UMC to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Wellspring UMC

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:00 AM

Started On: 12/11/2018 04:49 PM

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the December 24, 20~~14~~¹⁸ and shall terminate on September 30, 20~~19~~¹⁸. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

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

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

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


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

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Wellspring United Methodist Church

Signature: 

Printed Name: SUE KEER

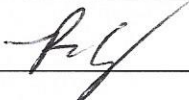
Title: Administrator

Date: December 4, 2018

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: 

Date: Dec 11, 2018

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

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

Commissioners Court - Regular Session

56.

Meeting Date: 12/18/2018

2018 United Health Care Administrative Services Agreement & Administrative Correction Provisions

Submitted By: Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute necessary amendments to the United Healthcare Administrative Services Agreement, including 2018 administrative correction provisions and new health plan year 2019 amendment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[2018 United Health Care Administrative Services Agreement](#)

[2019 United Healthcare Administrative Services Agreement](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Shelley Loughrey
Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:37 AM
Started On: 12/13/2018 10:51 AM

FINANCIAL AND TERMS AMENDMENT NO. 1

This Amendment (“Amendment No. 1”) to the underlying Administrative Services Agreement (“Agreement” or “Contract No. 911463”) between United HealthCare Services, Inc. and its affiliates (“United”) and Williamson County, Texas (“Customer”) is effective on January 1, 2018, or as otherwise indicated and is amended as specifically set forth herein to incorporate the terms and conditions of this Amendment No. 1. The parties agree that the below referenced rates and terms will be applied to the period January 1, 2018 through December 1, 2018 in resolution of missing administrative details that should have been included previously and to resolve any conflict between the original contract and this amendment.” As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

Contract No. 911463

Any capitalized terms used in this Amendment No. 1 have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

Exhibit A, Section A3 Providing Funds of the Agreement is replaced in its entirety with the following Section A3 Providing Funds:

Section A3 Providing Funds

Responsibility for Payment of Plan Benefits. The Plan is Self-Funded. Customer is solely responsible for providing funds for payment for all Plan benefits except when Customer is recognized as both the provider of covered services and the payee and check suppression services apply.

Bank Account. United, on Customer's behalf, will open and maintain a Bank Account at the Bank under United's sole control (“Bank”) to provide United the means to access Customer's funds for the purpose of payment of Plan benefits, Plan expenses (such as state surcharges or assessments), or other Customer financial obligations and, when authorized by Customer, fees. The Bank Account will be a part of the network of accounts that have been established at the Bank for United's self-funded customers. The funds in the Bank Account are Customer's and will not be comingled with any other customer funds.

Applicable to Medical Claims Administration

Balance In Account. Customer will maintain a minimum balance in the Bank Account in an amount equal to not less than 6 days of expected Bank Account activity. United will reasonably establish this amount based on expected Plan payment obligations, with appropriate adjustments for anticipated non-daily activity (e.g., prescription drug benefits and fee payments) as determined by United. United will determine if circumstances warrant increasing this minimum balance, and will notify Customer if and when the required minimum balance changes.

The required minimum balance is based on Customer's financial condition as assessed by United. In the event United determines, based on reasonable information and belief, that Customer's financial condition has deteriorated or Customer continues to fail to comply with the material financial obligations specified in this Agreement, United may revise the required balance effective five (5) days from the date of notice to Customer.

Applicable to FSA Claims Administration

Balance In Account. Customer shall not be required to maintain a minimum balance in the Bank Account.

The allowance not to maintain a minimum balance is based on Customer maintaining compliance with the material financial obligations specified in this Agreement. In the event United determines, based on reasonable information and belief, that Customer continues to fail to comply with the material financial obligations specified in this Agreement, United may require Customer to maintain a minimum balance effective five (5) days from the date of notice to Customer.

Issuing and Providing Funds for Checks and Non-Draft Payments. Checks and/or non-draft payments will be written on and/or issued from one or more common accounts that are a part of the network of accounts maintained at the Bank for United's self-funded customers. When the checks for Plan benefits are presented to the Bank, the Bank will notify United and United will direct the Bank to either reject the checks or to withdraw funds from the Bank Account to fund the checks that are cashed.

Transfers of Funds. Funds will also be withdrawn from the Bank Account when a transfer of funds has been made electronically. United will direct the Bank to withdraw funds from the Bank Account to fund the non-draft payments or expenses as they are issued.

Applicable to Medical Claims Administration

Calls for Funds. The withdrawals from the Bank Account are paid for by the balance Customer maintains in the Bank Account. This balance will be drawn down each medical claims administration banking day to satisfy the previous day's liability.

Every 5 business days, United will notify Customer of the funding amounts that are due by providing a funding notification and an associated detail report to Customer, via electronic mail, by 9:30 am CST/10:30 am EST. The weekly funding notification shall reflect the aggregated claims charges that United has processed and has paid electronically, or if paid by check has cleared through United's omnibus check writing bank account for payment for the prior weekly Bank days' period ending on the prior business day. The detail report identifies the payments by structure.

If United does not provide the daily funding notification to Customer by 9:30 am CST in accordance with this Section, Customer shall not be required to fund the amount of the funding notification due until the following business day.

If the day that the funding notice is provided pursuant to this Section is a Bank holiday (where the Bank is closed), United shall provide the daily funding notification on the immediately preceding business day that is not a Bank holiday.

If the day that the funding notice is provided pursuant to this Section is a County Holiday or Staff Development day United shall provide the daily funding notification and the County will process the payment funding on the next business day.

Upon notice to Customer of the amount due, Customer will fund the designated amount(s) within one business days via Automated Clearing House (ACH) transfer to the designated Bank Account for payment of Plan benefits. Customer will initiate the fund transfers unless United determines that Customer fails to comply with the material funding and financial obligations specified in this Agreement. If such a condition occurs, Customer agrees to authorize United to initiate the transfers. The number of days between transfers and the method of transfer are based Customer's compliance with material financial obligations. United reserves the right to increase the frequency of such fund transfers and/or change the method of transfer if United determines, based on reasonable information and belief, that Customer continues to fail to comply with the material financial obligations specified in this Agreement.

Applicable to FSA Claims Administration

Calls for Funds. The withdrawals from the Bank Account are paid for by the balance Customer maintains in the Bank Account. This balance will be drawn down each FSA claims administration banking day to satisfy the previous day's liability.

Every business day, United will notify Customer of the funding amounts that are due by providing a funding notification and an associated detail report to Customer, via electronic mail, by 9:30 am CST/10:30 am EST. The daily funding notification shall reflect the aggregated claims charges that United has processed and has paid electronically, or if paid by check has cleared through United's omnibus check writing bank account for payment for the prior daily Bank days' period ending on the prior business day. The detail report identifies the payments by structure.

If United does not provide the daily funding notification to Customer by 9:30 am CST in accordance with this Section, Customer shall not be required to fund the amount of the funding notification due until the following business day.

If the day that the funding notice is provided pursuant to this Section is a Bank holiday (where the Bank is closed), United shall provide the daily funding notification on the immediately preceding business day that is not a Bank holiday.

If the day that the funding notice is provided pursuant to this Section is a County Holiday or Staff Development day United shall provide the daily funding notification and the County will process the payment funding on the next business day.

Upon notice to Customer of the amount due, Customer will fund the designated amount(s) within one business days via wire transfer to the designated Bank Account for payment of Plan benefits. Customer will initiate the fund transfers unless United determines that Customer fails to comply with the material funding and financial obligations specified in this Agreement. If such a condition occurs, Customer agrees to authorize United to initiate the transfers. The number of days between transfers and the method of transfer are based Customer's compliance with material financial obligations. United reserves the right to increase the frequency of such fund transfers and/or change the method of transfer if United determines, based on reasonable information and belief, that Customer continues to fail to comply with the material financial obligations specified in this Agreement.

Underfunding. If Customer does not provide the amounts sufficient to maintain the required minimum balance in the Bank Account, or to cover Bank Account withdrawals: (1) Customer must immediately correct the deficiency and provide prompt notice to United. (2) If United learns of the funding deficiency, United will notify Customer within one business day so Customer can correct the deficiency. (3) United may stop issuing checks and non-draft payments and suspend any of its other services under this Agreement for the period of time Customer does not provide the required funding. (4) If Customer does not correct the funding deficiency within three banking days of United's notice to Customer, United may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began. Customer will pay interest on the amount of underfunding in accordance with Texas Government Code Chapter 2251.

Stop Payments on Outstanding Checks. At Customer's expense, United may place stop payments on checks if United determines that Customer has insufficient funds in its own designated funding bank account to honor such checks. United will send a search letter to the payee on all checks that have not been cashed within six (6) months. United will automatically stop payment on all checks that have not been cashed within twelve (12) months and provide Customer with reports Customer needs for the purposes of performing escheat. Customer is solely responsible for determining to file and/or filing unclaimed property once notified, or for making unclaimed payee payments directly.

Funding After Termination. When this Agreement terminates, the funding method will remain in place for the length of the run-out period. After the run-out period has ended, that funding method will cease and Customer will deposit and maintain in the Bank Account sufficient funds to cover all checks for Plan benefits that have been issued but not cashed. This balance will remain in the Bank Account for a limited period of time to fund the outstanding checks and other funding obligations. This period will be reasonable, as determined by United. United will stop payment on all checks that remain uncashed at the end of this period and Customer will request in writing to close the Bank Account and recover any funds remaining in it. United will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

Effective October 1, 2018 Exhibit A, Section I Care Management and Outreach Services in Exhibit A is amended by the addition of Obesity and Diabetes Prevention (Real Appeal) Services:

Service	Comments
<p>Obesity and Diabetes Prevention Services, customizable program delivered to eligible Participants with a goal of preventing diabetes and other obesity related diseases. The program uses a 52-week approach with online technology and live audio/video capabilities.</p>	<p>Services are delivered by United Network Providers. At the Customer's request, United can direct bill for these services</p>

EXHIBIT B –FEES

The following financial terms are effective for the period January 1, 2018 through December 31, 2022.

This exhibit lists the fees Customer must pay United for its services during the term of the Agreement. These fees apply for the period from January 1, 2018 through December 31, 2022. Customer acknowledges that the amounts paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account.

Standard Medical Service Fees

The Standard Medical Service Fees described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

The Standard Medical Fees listed below are based upon an estimated minimum of 1,502 enrolled Employees

The Standard Medical Service Fees are the sum of the following:

January 1, 2018 through December 31, 2020

- \$48.51^{1r} per Employee per month covered under the Choice Plus portion of the Plan, including COBRA PEPM charges.
(Combined total of the following service fees: \$47.96 pepm medical administration and \$.55 pepm COBRA administration)
- \$51.13^{1r} per Employee per month covered under the Nexus portion of the Plan , including COBRA PEPM charges.
(Combined total of the following service fees: \$50.58 pepm medical administration and \$.55 pepm COBRA administration)

January 1, 2021 through December 31, 2021

- \$49.96¹ per Employee per month covered under the Choice Plus portion of the Plan, including COBRA PEPM charges.
(Combined total of the following service fees: \$49.41 pepm medical administration and \$.55 pepm COBRA administration)
- \$52.66¹ per Employee per month covered under the Nexus portion of the Plan , including COBRA PEPM charges.
(Combined total of the following service fees: \$52.11 pepm medical administration and \$.55 pepm COBRA

January 1, 2021 through December 31, 2021

- \$51.46¹ per Employee per month covered under the Choice Plus portion of the Plan, including COBRA PEPM charges.
(Combined total of the following service fees: \$50.91 pepm medical administration and \$.55 pepm COBRA administration)
- \$54.24¹ per Employee per month covered under the Nexus portion of the Plan , including COBRA PEPM charges.
(Combined total of the following service fees: \$53.69 pepm medical administration and \$.55 pepm COBRA

Average Contract Size: 2.28

Pharmacy AWP Contract Rate

Customer’s contract rate for prescription drugs is as provided in Exhibit C. United uses Medi-Span’s national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Standardized Summary of Benefits and Coverage (SBC) as established under The Patient Protection and Affordable Care Act of 2010	United will provide, at no additional charge, standard format, electronic copies of the SBC documents (twice per year) for medical benefit plans administered by United. Customer logos can be included on the SBC at no additional charge. Additional fees will apply for other services. United will not create SBCs for medical plans it does not administer.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Advanced Analytics and Recovery Services	Fee equal to twenty four percent (24%) of the gross recovery amount
Shared Savings Program	Customer will pay a fee equal to twenty-nine percent (29%) of the Savings Obtained as a result of the Shared Savings Program, to be paid through a withdrawal from the Bank Account. The fee per individual claimant for Shared Savings will not exceed \$50,000. Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.
External Reviews	For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review.
Standard Dental Administrative Service Fees ²	The Standard Dental Service Fees are the sum of \$3.12 per Employee per month covered under the Passive PPO portion of the Plan. The Standard Dental Service Fees escalator for years 2021 and 2022 is 3%.

Flexible Spending Account Administrative Fees

Service Description	Fee
FSA Administration	\$4.22 Per Enrollee Per Month (PEPM)
Additional FSA Fees	
External Rollover – Set up charge per customer per vendor	\$1,765
Eligibility feeds – Per file in excess of 52 per year	\$235
Healthcare Spending Account Card	\$0.50 PEPM
Nondiscrimination testing (NDT)	\$500 per testing occurrence

COBRA Administrative Fees

		January 1, 2018 through December 31, 2022
<i>The following COBRA Services are included in the Standard Medical Service Fee identified above:</i>		
<i>COBRA and/or Direct Billing Set Up and Maintenance</i>		² \$0.55 PEPM is included in the Standard Medical Service Fees above
Group Setup Fee (one time fee at implementation)		Included
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)		Included
On-going Maintenance Fee (annual fee in subsequent years after implementation)		n/a
COBRA Services		
Ongoing COBRA Continuant Per Month Charge		Included
Qualifying Event Notifications: Qualifying Event Services (fee per Qualifying Event -- includes distribution of Qualifying Event notices and election forms via proof of mail with instructions, and processing of enrollment forms returned)		Included
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)		Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification		Included
Women's Health Cancer Rights Act (WHCRA) Notices (per notice)		Included
Texas State Continuation Notification (per notice)		Included
Past Due Notices to Continuant (per notice, upon request)		Included
<i>Note: The 2% COBRA administration portion from premium collected from continuants is remitted to the customer.</i>		
<i>The following Optional Services are billed independently of the Standard Medical Service Fee:</i>		
Retiree Billing Services		
Retiree Direct Billing (per continuant per month)		\$4.50
Past Due Notices to Continuant (per notice, upon request)		Included
<i>The following are Optional Services Available to customers purchasing COBRA/Direct Bill Services</i>		
Employee Notification Services		
Retro COBRA / HIPAA Initial Rights Notices (per notice)		\$3.00
Post-COBRA HIPAA Certificates of Coverage on outside COBRA members (per certificate)*		\$3.00
HIPAA Privacy Notices (per notice)		\$3.00
Medicare-D Notifications		\$0.95
Open Enrollment Services		
Open Enrollment Service (per person)		\$8.00 Plus Postage

Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client

**There is a \$100 minimum for Open Enrollment Services*

*United provides these certificates through its internal processes as part of standard services for UnitedHealthcare members.

Optional Service Fees

As of the Effective Date United is not providing the service identified below. If Customer requests United provide the service, Customer will pay the additional fee outlined below as of the effective date of the service.

Service Description	Fee
Onsite Services Coordinator	\$5.55 per Employee per month
Diabetes Health Plan	\$1.31 PEPM
Cardiology and Radiology Prior Authorization Programs	\$1.07 PEPM
Onsite Wellness Coordinator	\$7.77 PEPM
Rally Engaged	\$0.46 PEPM
Personal Rewards w/Flex Outcomes	\$1.64 PEPM
Telephonic Health Coaching	\$2.71 PEPM
Smoking Cessation Services (Quit4Life)	\$0.48 PEPM
Processing of run-out claims for twelve (12) months following termination	The Standard Medical Service Fees identified above include six (6) months of run-out claims processing. The fee for run-out claims processing for an additional six (6) months is equal to the last one months' Standard Medical Service Fees in effect at the time of termination. If Customer terminates this Agreement at the end of the initial Term, a matured Standard Medical Service Fee will be used as the basis for the run-out fee.

Credits

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. This credit is available during the first five years.

Pursuant to Customer's request, the Wellness Allowance amount may be used to pay for reasonable wellness-related programs or activities the County receives from United or Customer's third-party vendors incurred annually through December 31, 2022, provided the Agreement is not terminated. The wellness allowance may be used for wellness related programming and services such as wellness fairs, biometric screenings, and on site flu vaccinations. These annually allotted funds will be available as of the Effective Date, and on each anniversary of the Effective Date.

For Customer's third-party vendor provided wellness services, at Customer's written direction, United will pay wellness-related expenses directly to a Customer third-party vendor once the invoice is sent outlining the expenses Customer has incurred. Customer agrees that United is not responsible for the services Customer's third-party vendor provides, and Customer's third-party vendor is solely responsible for any services rendered to Customer or Participants. The invoices should be submitted within 60 days of the service being incurred. Expenses must be for wellness-related programs or activities that are designed to promote the health and wellbeing of Participants, or to educate Participants about healthy lifestyles and choices.

Any wellness-related allowance amounts must comply with these conditions.

In the event that there is a dispute between Customer and Vendor over continuing to make the Vendor Fee payment, the Vendor Fee amount or frequency of the Vendor Fee payment, Customer and Vendor shall be the parties to resolve such dispute and shall hold United harmless in such disputes. In the event of any change whatsoever in the Vendor Fee, Customer shall immediately notify United of such change.

\$40,000 Wellness allowance in 2018 \$40,000 Wellness allowance in 2019

\$40,000 Wellness allowance in 2020

\$40,000 Wellness allowance in 2021

\$40,000 Wellness allowance in 2022

Fee Waiver

United will provide a 1-month fee waiver in the 1st month of years 1-3 (2018 , 2019, and 2020) for all United medical services sold on a PEPM Basis (excluding commissions).

Conditions:

- Requires a three year agreement. Early termination is subject to the early termination penalty outlined below.
- Assumes an enrolled Employee count within 15% of the quoted subscriber count of 1,502.
- 1-month fee waiver is calculated after any credits are applied.

Fee Waiver Early Termination Penalty:

- Termination prior to 1/1/2019 = 100% of fees waived
- Termination prior to 1/1/2020 = 50% of fees waived
- Termination prior to 1/1/2021 = 25% of fees waived

2Packaged Savings Program

The Packaged Savings Program is a \$2.00 per-employee per-month (PEPM) credit to the Dental and Vision service fees based upon the medical administration and the Dental and Vision line of specialty coverage Customer has with United.

Packaged Savings Program credit is available effective January 1, 2018 for the initial 12 months that the eligible medical administration and the Dental and Vision line of specialty coverage remain in-force.

United reserves the right to revise or revoke this Packaged Savings Program credit under the following circumstances:

- The benefits requested and/or quoted change.
- Changes in federal, state or other applicable legislation or regulation require changes to the Packaged Savings Program.
- Specialty products can be added off-cycle from the medical product effective date. However, if the medical or specialty coverage terminates prior to December 31, 2018, any remaining Packaged Savings administrative credits will be forfeited.

This Amendment No. 1 will not affect any of the terms, provisions or conditions of the Agreement except as stated herein.

Williamson County

United HealthCare Services, Inc.

By _____

By _____

Authorized Signature

Authorized Signature

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

ASA AMEND 7.2016

FINANCIAL RENEWAL AMENDMENT

This Amendment (“Amendment”) is made to the Administrative Services Agreement (“Agreement”) by and between United HealthCare Services, Inc. and its affiliates (“United”) and Williamson County (“Customer”), Contract No. 911463, and is effective on January 1, 2019 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Williamson County

United HealthCare Services, Inc.

By _____
Authorized Signature

By _____
Authorized Signature

Print Name _____

Print Name _____

Print Title _____

Print Title _____

Date _____

Date _____

Renewal 3Q 2016

The Administrative Services Agreement is amended on January 1, 2019 as noted below.

EXHIBIT B –FEES

The following financial terms are effective for the period January 1, 2019 through December 31, 2022, or as otherwise indicated.

This exhibit lists the fees Customer must pay United for its services during the term of the Agreement. These fees apply for the period from January 1, 2019 through December 31, 2022. Customer acknowledges that the amounts paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account.

Standard Medical Service Fees

The Standard Medical Service Fees described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

The Standard Medical Fees listed below are based upon an estimated minimum of 1,523 enrolled Employees

The Standard Medical Service Fees are the sum of the following:

January 1, 2019 through December 31, 2020

- \$51.03¹ per Employee per month covered under the Choice Plus portion of the Plan, including COBRA PEPM charges.
(Combined total of the following service fees: \$50.48 pepm medical administration and \$.55 pepm COBRA administration)
- \$53.65¹ per Employee per month covered under the Nexus portion of the Plan, including COBRA PEPM charges.
(Combined total of the following service fees: \$53.10 pepm medical administration and \$.55 pepm COBRA administration)

January 1, 2021 through December 31, 2021

- \$52.56¹ per Employee per month covered under the Choice Plus portion of the Plan, including COBRA PEPM charges.
(Combined total of the following service fees: \$52.01 pepm medical administration and \$.55 pepm COBRA administration)
- \$55.26¹ per Employee per month covered under the Nexus portion of the Plan, including COBRA PEPM charges.
(Combined total of the following service fees: \$54.71 pepm medical administration and \$.55 pepm COBRA

January 1, 2022 through December 31, 2022

- \$54.14¹ per Employee per month covered under the Choice Plus portion of the Plan, including COBRA PEPM charges.
(Combined total of the following service fees: \$53.59 pepm medical administration and \$.55 pepm COBRA administration)
- \$56.92¹ per Employee per month covered under the Nexus portion of the Plan, including COBRA PEPM charges.
(Combined total of the following service fees: \$56.37 pepm medical administration and \$.55 pepm COBRA

Average Contract Size: 2.23

Pharmacy AWP Contract Rate

Customer’s contract rate for prescription drugs is as provided in Exhibit C. United uses Medi-Span’s national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Standardized Summary of Benefits and Coverage (SBC) as established under The Patient Protection and Affordable Care Act of 2010	United will provide, at no additional charge, standard format, electronic copies of the SBC documents (twice per year) for medical benefit plans administered by United. Customer logos can be included on the SBC at no additional charge. Additional fees will apply for other services. United will not create SBCs for medical plans it does not administer.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Advanced Analytics and Recovery Services	Fee equal to twenty four percent (24%) of the gross recovery amount
Shared Savings Program	<p>Customer will pay a fee equal to twenty-nine percent (29%) of the Savings Obtained as a result of the Shared Savings Program, to be paid through a withdrawal from the Bank Account.</p> <p>The fee per individual claimant for Shared Savings will not exceed \$50,000.</p> <p>Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.</p>
External Reviews	For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review.
Standard Dental Administrative Service Fees ²	<p>The Standard Dental Service Fees are the sum of \$3.12 per Employee per month covered under the Passive PPO portion of the Plan.</p> <p>The Standard Dental Service Fees escalator for years 2021 and 2022 is 3%.</p>

Flexible Spending Account Administrative Fees

Effective January 1, 2019 through December 31, 2022

Service Description	Fee
FSA Administration	\$4.22 Per Enrollee Per Month (PEPM)
Additional FSA Fees	
External Rollover – Set up charge per customer per vendor	\$1,765
Eligibility feeds – Per file in excess of 52 per year	\$235
Healthcare Spending Account Card	\$0.50 PEPM
Nondiscrimination testing (NDT)	\$500 per testing occurrence

COBRA Administrative Fees

January 1, 2019 through December 31, 2022	
<i>The following COBRA Services are included in the Standard Medical Service Fee identified above:</i>	
<i>COBRA and/or Direct Billing Set Up and Maintenance</i>	² \$0.55 PEPM is included in the Standard Medical Service Fees above
Group Setup Fee (one time fee at implementation)	Included
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	Included
On-going Maintenance Fee (annual fee in subsequent years after implementation)	n/a
<i>COBRA Services</i>	
Ongoing COBRA Continuant Per Month Charge	Included
Qualifying Event Notifications: Qualifying Event Services (fee per Qualifying Event -- includes distribution of Qualifying Event notices and election forms via proof of mail with instructions, and processing of enrollment forms returned)	Included
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	Included
Women's Health Cancer Rights Act (WHCRA) Notices (per notice)	Included
Texas State Continuation Notification (per notice)	Included
Past Due Notices to Continuant (per notice, upon request)	Included

Note: The 2% COBRA administration portion from premium collected from continuants is remitted to the customer.

<i>The following Optional Services are billed independently of the Standard Medical Service Fee:</i>	
Retiree Billing Services	
Retiree Direct Billing (per continuant per month) Past Due Notices to Continuant (per notice, upon request)	\$4.50 Included
The following are Optional Services Available to customers purchasing COBRA/Direct Bill Services	
Employee Notification Services	
Retro COBRA / HIPAA Initial Rights Notices (per notice)	\$3.00
Post-COBRA HIPAA Certificates of Coverage on outside COBRA members (per certificate)*	\$3.00
HIPAA Privacy Notices (per notice)	\$3.00
Medicare-D Notifications	\$0.95
Open Enrollment Services	
Open Enrollment Service (per person) Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client <i>*There is a \$100 minimum for Open Enrollment Services</i>	\$8.00 Plus Postage
<i>*United provides these certificates through its internal processes as part of standard services for UnitedHealthcare members.</i>	

Credits

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. This credit is available during the first five years.

Pursuant to Customer’s request, the Wellness Allowance amount may be used to pay for reasonable wellness-related programs or activities the County receives from United or Customer’s third-party vendors incurred annually through December 31, 2022, provided the Agreement is not terminated. The wellness allowance may be used for wellness related programming and services such as wellness fairs, biometric screenings, and on site flu vaccinations. These annually allotted funds will be available as of the Effective Date, and on each anniversary of the Effective Date.

For Customer’s third-party vendor provided wellness services, at Customer’s written direction, United will pay wellness-related expenses directly to a Customer third-party vendor once the invoice is sent outlining the expenses Customer has incurred. Customer agrees that United is not responsible for the services Customer’s third-party vendor provides, and Customer’s third-party vendor is solely responsible for any services rendered to Customer or Participants. The invoices should be submitted within 60 days of the service being incurred. Expenses must be for wellness-related programs or activities that are designed to promote the health and wellbeing of Participants, or to educate Participants about healthy lifestyles and choices.

Any wellness-related allowance amounts must comply with these conditions.

In the event that there is a dispute between Customer and Vendor over continuing to make the Vendor Fee payment, the Vendor Fee amount or frequency of the Vendor Fee payment, Customer and Vendor shall be the parties to resolve such dispute and shall hold United harmless in such disputes. In the event of any change whatsoever in the Vendor Fee, Customer shall immediately notify United of such change.

\$40,000 Wellness allowance in 2018
\$40,000 Wellness allowance in 2019
\$40,000 Wellness allowance in 2020
\$40,000 Wellness allowance in 2021
\$40,000 Wellness allowance in 2022

Fee Waiver

United will provide a 1-month fee waiver in the 1st month of years 1-3 (2018, 2019, and 2020) for all United medical services sold on a PEPM Basis (excluding commissions).

Conditions:

- Requires a three year agreement. Early termination is subject to the early termination penalty outlined below.
- Assumes an enrolled Employee count within 15% of the quoted subscriber count of 1,502.
- 1-month fee waiver is calculated after any credits are applied.

Fee Waiver Early Termination Penalty:

- Termination prior to 1/1/2019 = 100% of fees waived
- Termination prior to 1/1/2020 = 50% of fees waived
- Termination prior to 1/1/2021 = 25% of fees waived

²Packaged Savings Program

The Packaged Savings Program is a \$2.00 per-employee per-month (PEPM) credit to the Dental and Vision service fees based upon the medical administration and the Dental and Vision line of specialty coverage Customer has with United. (\$1 per line of coverage)

Packaged Savings Program credit is available effective January 1, 2018 for the initial 36 months that the eligible medical administration and the Dental and Vision line of specialty coverage remain in-force.

United reserves the right to revise or revoke this Packaged Savings Program credit under the following circumstances:

- The benefits requested and/or quoted change.
- Changes in federal, state or other applicable legislation or regulation require changes to the Packaged Savings Program.
- Specialty products can be added off-cycle from the medical product effective date. However, if the medical or specialty coverage terminates prior to December 31, 2020, any remaining Packaged Savings administrative credits will be forfeited.

EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees”) payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period beginning January 1, 2019 through December 31, 2019 (each twelve month period is a “Guarantee Period”). With respect to the aspects of United’s performance addressed in this exhibit, these fee adjustments are Customer’s exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United’s failure is due to Customer’s actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United’s required compliance with any law, regulation, or governmental agency mandate or anything beyond United’s reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

Effective for the period January 1, 2019 through December 31, 2019		
Claim Operations		
Time to Process in 10 Days		
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.	
Measurement	Percentage of claims processed	94%
	Time to process, in business days or less after receipt of claim	10 business days
Criteria	Standard claim operations reports	
Level	Site Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more	
Procedural Accuracy		
Definition	Procedural accuracy rate of not less than the designated percent.	
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors	97%
	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.	
Criteria		
Level	Office Level	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	96.99% - 96.50%	

	96.49% - 96.00%		
	95.99% - 95.50%		
	95.49% - 95.00%		
	Below 95.00%		
Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50%		
	98.49% - 98.00%		
	97.99% - 97.50%		
	97.49% - 97.00%		
	Below 97.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed of Answer			
Definition	Calls will sequence through our phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less		
	34 seconds or less		
	36 seconds or less		
	38 seconds or less		
	Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		2%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	2.01% - 2.50%		
	2.51% - 3.00%		
	3.01% - 3.50%		
	3.51% - 4.00%		
	Greater than 4.00%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using our standard internal call quality assurance program.		
Level	Office that services Customer's account		

Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$14,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%	
Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$7,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Customer Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"	
Measurement	Minimum score on a 10 point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$7,286
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

Effective for the period January 1, 2019 through December 31, 2021				
Pharmacy Financials				
Definition	Contracted pharmacy rates that will be delivered to You.			
Measurement and Criteria	01/01/2019 01/01/2020 01/01/2021			
	Combined Discount Guarantee			
	Retail Brand, Average Wholesale Price (AWP) less	19.1%	19.1%	19.1%
	Retail Brand -- 90 Day Supply, AWP less	23.1%	23.1%	23.1%
	Retail Generic - 30 and 90 Day Supply, AWP less	80.5%	80.5%	80.5%
	Mail Order Brand, AWP less	24.0%	24.0%	24.0%
	Mail Order Generic, AWP less	83.5%	83.5%	83.5%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.			
	Dispensing Fees			
	Retail Brand - 30 Day	\$0.85	\$0.85	\$0.85
	Retail Brand -- 90 Day Supply	\$0.50	\$0.50	\$0.50
	Retail Generic - 30 Day	\$0.85	\$0.85	\$0.85
	Retail Generic -- 90 Day Supply	\$0.50	\$0.50	\$0.50
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
Minimum Rebate Guarantee (Traditional PDL)				

-	Rebate Sharing Percentage	100.0%	100.0%	100.0%
-	Basis, per script	Brand	Brand	Brand
-	Retail - 30 and 90 Day	\$185.76	\$203.75	\$257.40
-	Mail Order	\$336.66	\$383.80	\$413.27
-	Specialty	Included In Retail	Included In Retail	Included In Retail
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.			
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.			
Conditions	<p>Discount Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • The arrangement excludes all specialty drugs, generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and non-drug items. • The Arrangement includes usual & customary claims, vaccines, long term care facility claims, veterans' affairs facility claims, over-the-counter claims. • The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers. • The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater. <p>Rebate Specific Conditions</p> <ul style="list-style-type: none"> • Assumes implementation of United's Traditional PDL <p>United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:</p> <ul style="list-style-type: none"> • if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level • in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates • if Customer changes or does not elect an Incented plan design • United will pay Rebates consistent with the Agreement. A reconciliation of the Rebate amounts will occur after the end of each annual contract period and when Rebate payments are substantially complete. The reconciliation calculates the minimum rebate amount by multiplying the actual number of scripts filled by the applicable rebate amount for that script type. • Specialty rebates are included in the guaranteed retail per-script rebates above. • Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement. • If Customer terminates pharmacy benefit services with United prior to 12/31/2021, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services. <p>General Conditions</p>			

TRRX (06/2018)	<ul style="list-style-type: none"> • On mail order drugs and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service. • A minimum of 1,371 Employees and 3,055 Participants enrolled in the pharmacy plan is required. • The lessor of three logic (non-ZBL) will apply to Participant payments. Participants pay the lessor of the discounted price, the usual and customary charge or the cost share amount. • All pricing guarantees require the selection of United as the exclusive mail provider. • United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote; f) if Customer changes their mail service benefit.
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Effective for the period January 1, 2019 through December 31, 2021					
Specialty Pharmacy					
Specialty Pharmacy Discount Guarantee					
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network				
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below.				
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through Our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.				
Level	Customer Specific				
Period	Annual				
Payment Period	Annual				
Payment Amount	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.				
Conditions	<ul style="list-style-type: none"> • Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. • United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark 				
Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	14.2%	HIV	SELZENTRY	13.5%
ANEMIA	EPOGEN	13.3%	HIV	STAVUDINE	85.7%
ANEMIA	PROCRIT	13.6%	HIV	STRIBILD	13.0%
ANTIHYPERLIPIDE MIC	JUXTAPID	13.0%	HIV	SUSTIVA	14.3%
ANTIHYPERLIPIDE MIC	KYNAMRO	11.4%	HIV	TENOFOVIR	33.1%
ANTIHYPERLIPIDE MIC	PRALUENT	13.5%	HIV	TIVICAY	12.5%
ANTIHYPERLIPIDE MIC	REPATHA	13.8%	HIV	TRIUMEQ	13.9%

ANTI-INFECTIVE	DARAPRIM	12.5%	HIV	TRIZIVIR	14.3%
CARDIOVASCULAR	NORTHERA	13.5%	HIV	TRUVADA	14.1%
CNS AGENTS	AUSTEDO	12.5%	HIV	TYBOST	13.5%
CNS AGENTS	HETLIOZ	13.5%	HIV	VIDEX	14.3%
CNS AGENTS	INGREZZA	13.0%	HIV	VIDEX EC	14.3%
CNS AGENTS	SABRIL	14.3%	HIV	VIRACEPT	14.3%
CNS AGENTS	TETRABENAZINE	38.2%	HIV	VIRAMUNE	14.3%
CNS AGENTS	VIGABATRIN	33.1%	HIV	VIRAMUNE XR	14.3%
CNS AGENTS	XENAZINE	12.5%	HIV	VIREAD	14.3%
CNS AGENTS	XYREM	5.5%	HIV	ZERIT	14.3%
CYSTIC FIBROSIS	BETHKIS	11.4%	HIV	ZIAGEN	14.3%
CYSTIC FIBROSIS	CAYSTON	13.7%	HIV	ZIDOVUDINE	47.0%
CYSTIC FIBROSIS	KALYDECO	11.8%	IMMUNE MODULATOR	ACTIMMUNE	14.0%
CYSTIC FIBROSIS	KITABIS PAK	12.5%	IMMUNE MODULATOR	ARCALYST	14.0%
CYSTIC FIBROSIS	ORKAMBI	13.5%	INFERTILITY	BRAVELLE	13.2%
CYSTIC FIBROSIS	PULMOZYME	15.0%	INFERTILITY	CETROTIDE	14.3%
CYSTIC FIBROSIS	SYMDEKO	12.5%	INFERTILITY	CHORIONIC GONADOTROPIN	22.8%
CYSTIC FIBROSIS	TOBI	13.8%	INFERTILITY	FOLLISTIM AQ	13.2%
CYSTIC FIBROSIS	TOBI PODHALER	13.8%	INFERTILITY	GANIRELIX ACETATE	10.0%
CYSTIC FIBROSIS	TOBRAMYCIN	33.1%	INFERTILITY	GONAL-F	22.9%
ENDOCRINE	BUPHENYL	13.5%	INFERTILITY	GONAL-F RFF	22.8%
ENDOCRINE	CARBAGLU	7.9%	INFERTILITY	MENOPUR	10.0%
ENDOCRINE	CHENODAL	9.4%	INFERTILITY	NOVAREL	15.0%
ENDOCRINE	CUPRIMINE	12.7%	INFERTILITY	OVIDREL	14.3%
ENDOCRINE	CYSTADANE	10.4%	INFERTILITY	PREGNYL	14.5%
ENDOCRINE	CYSTARAN	13.0%	INFLAMMATORY CONDITIONS	ACTEMRA	14.1%
ENDOCRINE	DEPEN TITRATABS	14.0%	INFLAMMATORY CONDITIONS	CIMZIA	15.5%
ENDOCRINE	EGRIFTA	13.5%	INFLAMMATORY CONDITIONS	COSENTYX	12.2%
ENDOCRINE	FIRMAGON	13.5%	INFLAMMATORY CONDITIONS	DUPIXENT	14.1%
ENDOCRINE	GATTEX	13.5%	INFLAMMATORY CONDITIONS	EMFLAZA	10.4%
ENDOCRINE	H.P. ACTHAR	13.5%	INFLAMMATORY CONDITIONS	ENBREL	13.7%
ENDOCRINE	KEVEYIS	13.0%	INFLAMMATORY CONDITIONS	HUMIRA	14.9%
ENDOCRINE	KORLYM	11.4%	INFLAMMATORY CONDITIONS	KEVZARA	9.9%
ENDOCRINE	KUVAN	12.7%	INFLAMMATORY CONDITIONS	KINERET	13.2%
ENDOCRINE	MYALEPT	0.3%	INFLAMMATORY CONDITIONS	ORENCIA	13.6%
ENDOCRINE	NATPARA	12.5%	INFLAMMATORY CONDITIONS	OTEZLA	11.4%
ENDOCRINE	NITYR	11.7%	INFLAMMATORY CONDITIONS	SILIQ	11.4%
ENDOCRINE	OCTREOTIDE ACETATE	33.1%	INFLAMMATORY CONDITIONS	SIMPONI	13.5%
ENDOCRINE	PROCYSBI	7.3%	INFLAMMATORY CONDITIONS	STELARA	12.5%
ENDOCRINE	RAVICTI	11.9%	INFLAMMATORY CONDITIONS	TALTZ	11.4%
ENDOCRINE	SAMSCA	13.5%	INFLAMMATORY CONDITIONS	TREMFYA	14.1%

ENDOCRINE	SANDOSTATIN	13.8%	INFLAMMATORY CONDITIONS	XELJANZ	13.5%
ENDOCRINE	SIGNIFOR	7.9%	INFLAMMATORY CONDITIONS	XELJANZ XR	13.5%
ENDOCRINE	SODIUM PHENYL BUTYRATE	33.1%	IRON OVERLOAD	EXJADE	11.9%
ENDOCRINE	SOMATULINE DEPOT	13.5%	IRON OVERLOAD	FERRIPROX	12.5%
ENDOCRINE	SOMAVERT	10.6%	IRON OVERLOAD	JADENU	13.0%
ENDOCRINE	SYPRINE	12.7%	LIVER DISEASE	OCALIVA	14.5%
ENDOCRINE	THIOLA	11.4%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	13.5%
ENDOCRINE	TRIENTINE	12.7%	MULTIPLE SCLEROSIS	AMPYRA	11.7%
ENDOCRINE	XERMELLO	12.5%	MULTIPLE SCLEROSIS	AUBAGIO	12.5%
ENDOCRINE	XURIDEN	13.2%	MULTIPLE SCLEROSIS	AVONEX	13.5%
ENZYME DEFICIENCY	CHOLBAM	4.2%	MULTIPLE SCLEROSIS	BETASERON	13.9%
ENZYME DEFICIENCY	CYSTAGON	10.9%	MULTIPLE SCLEROSIS	COPAXONE	13.9%
ENZYME DEFICIENCY	ORFADIN	2.2%	MULTIPLE SCLEROSIS	EXTAVIA	13.5%
ENZYME DEFICIENCY	STRENSIQ	11.3%	MULTIPLE SCLEROSIS	GILENYA	13.5%
ENZYME DEFICIENCY	SUCRAID	12.2%	MULTIPLE SCLEROSIS	GLATIRAMER	33.1%
ENZYME DEFICIENCY	ZAVESCA	10.9%	MULTIPLE SCLEROSIS	GLATOPA	33.1%
GAUCHERS DISEASE	CERDELGA	13.5%	MULTIPLE SCLEROSIS	PLEGRIDY	13.5%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	14.1%	MULTIPLE SCLEROSIS	REBIF	13.7%
GROWTH HORMONE DEFICIENCY	HUMATROPE	14.7%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	13.7%
GROWTH HORMONE DEFICIENCY	INCRELEX	13.5%	MULTIPLE SCLEROSIS	TECFIDERA	13.5%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	15.7%	MULTIPLE SCLEROSIS	ZINBRYTA	12.5%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	13.9%	NEUTROPENIA	GRANIX	13.8%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ NUSPIN	13.9%	NEUTROPENIA	LEUKINE	13.8%
GROWTH HORMONE DEFICIENCY	OMNITROPE	13.9%	NEUTROPENIA	NEULASTA	13.8%
GROWTH HORMONE DEFICIENCY	SAIZEN	17.5%	NEUTROPENIA	NEUPOGEN	13.8%
GROWTH HORMONE DEFICIENCY	SEROSTIM	13.5%	NEUTROPENIA	ZARXIO	13.8%
GROWTH HORMONE DEFICIENCY	ZOMACTON	14.7%	ONCOLOGY - INJECTABLE	INTRON A	13.0%
GROWTH HORMONE DEFICIENCY	ZORBIVITE	13.0%	ONCOLOGY - INJECTABLE	SYLATRON	13.5%
HEMATOLOGIC	BERINERT	12.5%	ONCOLOGY - INJECTABLE	SYNRIBO	11.4%

HEMATOLOGIC	CINRYZE	7.8%	ONCOLOGY - ORAL	AFINITOR	13.5%
HEMATOLOGIC	FIRAZYR	13.5%	ONCOLOGY - ORAL	AFINITOR DISPERZ	13.5%
HEMATOLOGIC	HAEGARDA	12.5%	ONCOLOGY - ORAL	ALECENSA	13.9%
HEMATOLOGIC	MOZOBIL	13.5%	ONCOLOGY - ORAL	ALKERAN	33.1%
HEMATOLOGIC	PROMACTA	13.5%	ONCOLOGY - ORAL	ALUNBRIG	11.9%
HEMATOLOGIC	RUCONEST	12.5%	ONCOLOGY - ORAL	BEXAROTENE	33.5%
HEMOPHILIA	ADVATE	41.0%	ONCOLOGY - ORAL	BOSULIF	13.5%
HEMOPHILIA	ADYNOVATE	32.0%	ONCOLOGY - ORAL	CABOMETYX	11.4%
HEMOPHILIA	AFSTYLA	34.0%	ONCOLOGY - ORAL	CALQUENCE	13.5%
HEMOPHILIA	ALPHANATE/VON WILLEBRAND	39.5%	ONCOLOGY - ORAL	CAPECITABINE	33.1%
HEMOPHILIA	ALPHANINE SD	44.9%	ONCOLOGY - ORAL	CAPRELSA	8.3%
HEMOPHILIA	ALPROLIX	13.5%	ONCOLOGY - ORAL	COMETRIQ	10.6%
HEMOPHILIA	BEBULIN	20.7%	ONCOLOGY - ORAL	COTELLIC	12.5%
HEMOPHILIA	BENEFIX	13.5%	ONCOLOGY - ORAL	ERIVEDGE	12.5%
HEMOPHILIA	COAGADEX	30.0%	ONCOLOGY - ORAL	ERLEADA	12.5%
HEMOPHILIA	CORIFACT	27.9%	ONCOLOGY - ORAL	FARYDAK	11.4%
HEMOPHILIA	ELOCTATE	25.1%	ONCOLOGY - ORAL	GILOTRIF	13.5%
HEMOPHILIA	FEIBA	31.1%	ONCOLOGY - ORAL	GLEEVEC	15.1%
HEMOPHILIA	HELIXATE FS	40.2%	ONCOLOGY - ORAL	HYCAMTIN	14.8%
HEMOPHILIA	HEMLIBRA	12.5%	ONCOLOGY - ORAL	IBRANCE	13.0%
HEMOPHILIA	HEMOPHIL M	43.4%	ONCOLOGY - ORAL	ICLUSIG	12.5%
HEMOPHILIA	HUMATE-P	32.3%	ONCOLOGY - ORAL	IDHIFA	14.5%
HEMOPHILIA	IDELVION	13.5%	ONCOLOGY - ORAL	IMATINIB MESYLATE	39.2%
HEMOPHILIA	IXINITY	13.5%	ONCOLOGY - ORAL	IMBRUVICA	13.5%
HEMOPHILIA	KOATE	42.3%	ONCOLOGY - ORAL	INLYTA	13.5%
HEMOPHILIA	KOATE-DVI	42.3%	ONCOLOGY - ORAL	IRESSA	13.5%
HEMOPHILIA	KOGENATE FS	44.3%	ONCOLOGY - ORAL	JAKAFI	12.5%
HEMOPHILIA	KOVALTRY	35.1%	ONCOLOGY - ORAL	KISQALI	14.5%
HEMOPHILIA	MONOCLATE-P	33.7%	ONCOLOGY - ORAL	KISQALI FEMARA	14.5%
HEMOPHILIA	MONONINE	31.4%	ONCOLOGY - ORAL	LENVIMA	12.5%
HEMOPHILIA	NOVOEIGHT	41.8%	ONCOLOGY - ORAL	LONSURF	14.5%
HEMOPHILIA	NOVOSEVEN RT	33.7%	ONCOLOGY - ORAL	LYNPARZA	11.9%
HEMOPHILIA	NUWIQ	36.1%	ONCOLOGY - ORAL	MATULANE	13.0%
HEMOPHILIA	PROFILNINE	30.0%	ONCOLOGY - ORAL	MEKINIST	11.4%
HEMOPHILIA	PROFILNINE SD	30.0%	ONCOLOGY - ORAL	MELPHALAN	33.1%

HEMOPHILIA	REBINYN	22.8%	ONCOLOGY - ORAL	MESNEX	14.0%
HEMOPHILIA	RECOMBINATE	40.2%	ONCOLOGY - ORAL	NERLYNX	14.0%
HEMOPHILIA	RIXUBIS	13.7%	ONCOLOGY - ORAL	NEXAVAR	12.5%
HEMOPHILIA	TRETTEN	12.5%	ONCOLOGY - ORAL	NINLARO	13.5%
HEMOPHILIA	VONVENDI	11.9%	ONCOLOGY - ORAL	ODOMZO	13.8%
HEMOPHILIA	WILATE	36.1%	ONCOLOGY - ORAL	POMALYST	13.0%
HEMOPHILIA	XYNTHA	38.4%	ONCOLOGY - ORAL	REVLIMID	11.4%
HEPATITIS B	ADEFOVIR DIPVOXIL	33.1%	ONCOLOGY - ORAL	RUBRACA	13.5%
HEPATITIS B	BARACLUDGE	13.5%	ONCOLOGY - ORAL	RYDAPT	15.4%
HEPATITIS B	ENTECAVIR	56.7%	ONCOLOGY - ORAL	SPRYCEL	14.8%
HEPATITIS B	EPIVIR HBV	14.3%	ONCOLOGY - ORAL	STIVARGA	11.9%
HEPATITIS B	HEPSERA	13.5%	ONCOLOGY - ORAL	SUTENT	13.5%
HEPATITIS B	LAMIVUDINE HBV	33.1%	ONCOLOGY - ORAL	TAFINLAR	11.4%
HEPATITIS B	TYZEKA	13.2%	ONCOLOGY - ORAL	TAGRISSEO	13.5%
HEPATITIS B	VEMLIDY	13.3%	ONCOLOGY - ORAL	TARCEVA	13.5%
HEPATITIS C	DAKLINZA	13.5%	ONCOLOGY - ORAL	TARGRETIN	13.8%
HEPATITIS C	EPCLUSA	13.5%	ONCOLOGY - ORAL	TASIGNA	13.5%
HEPATITIS C	HARVONI	14.8%	ONCOLOGY - ORAL	TEMODAR	14.8%
HEPATITIS C	MAVYRET	14.0%	ONCOLOGY - ORAL	TEMOZOLOMIDE	51.6%
HEPATITIS C	OLYSIO	14.1%	ONCOLOGY - ORAL	THALOMID	14.0%
HEPATITIS C	PEGASYS	16.4%	ONCOLOGY - ORAL	TRETINOIN	44.2%
HEPATITIS C	PEGINTRON	17.5%	ONCOLOGY - ORAL	TYKERB	14.8%
HEPATITIS C	SOVALDI	13.8%	ONCOLOGY - ORAL	VENCLEXTA	12.5%
HEPATITIS C	TECHNIVIE	13.5%	ONCOLOGY - ORAL	VERZENIO	13.0%
HEPATITIS C	VIEKIRA PAK	13.5%	ONCOLOGY - ORAL	VOTRIENT	13.5%
HEPATITIS C	VIEKIRA XR	13.5%	ONCOLOGY - ORAL	XALKORI	11.9%
HEPATITIS C	VOSEVI	14.0%	ONCOLOGY - ORAL	XELODA	13.8%
HEPATITIS C	ZEPATIER	13.7%	ONCOLOGY - ORAL	XTANDI	13.5%
HIV	ABACAVIR	52.0%	ONCOLOGY - ORAL	ZEJULA	13.5%
HIV	ABACAVIR SULFATE/LAMIVU DINE/ZIDOVUDINE	35.1%	ONCOLOGY - ORAL	ZELBORAF	12.7%
HIV	ABACAVIR/LAMIV UDINE	35.1%	ONCOLOGY - ORAL	ZOLINZA	14.8%
HIV	APTIVUS	14.3%	ONCOLOGY - ORAL	ZYDELIG	13.5%
HIV	ATAZANAVIR	33.1%	ONCOLOGY - ORAL	ZYKADIA	13.0%
HIV	ATRIPLA	13.9%	ONCOLOGY - ORAL	ZYTIGA	13.5%

HIV	BIKTARVY	14.1%	ONCOLOGY - TOPICAL	VALCHLOR	7.8%
HIV	COMBIVIR	14.3%	OSTEOPOROSIS	FORTEO	13.5%
HIV	COMPLERA	13.9%	OSTEOPOROSIS	TYMLOS	13.3%
HIV	CRIXIVAN	14.3%	PARKINSONS DISEASE	APOKYN	11.5%
HIV	DESCOVY	14.1%	PULMONARY DISEASE	ESBRIET	13.5%
HIV	DIDANOSINE	47.0%	PULMONARY DISEASE	OFEV	12.5%
HIV	EDURANT	13.9%	PULMONARY HYPERTENSION	ADCIRCA	12.7%
HIV	EFAVIRENZ	14.3%	PULMONARY HYPERTENSION	ADEMPAS	12.5%
HIV	EMTRIVA	14.3%	PULMONARY HYPERTENSION	LETAIRIS	12.7%
HIV	EPIVIR	14.3%	PULMONARY HYPERTENSION	OPSUMIT	12.7%
HIV	EPZICOM	13.6%	PULMONARY HYPERTENSION	ORENITRAM	12.5%
HIV	EVOTAZ	13.5%	PULMONARY HYPERTENSION	REVATIO	10.9%
HIV	FOSAMPRENAVIR	33.1%	PULMONARY HYPERTENSION	SILDENAFIL CITRATE	33.1%
HIV	FUZEON	12.1%	PULMONARY HYPERTENSION	TRACLEER	12.7%
HIV	GENVOYA	13.9%	PULMONARY HYPERTENSION	TYVASO	3.7%
HIV	INTELENCE	13.5%	PULMONARY HYPERTENSION	UPTRAVI	14.0%
HIV	INVIRASE	14.3%	PULMONARY HYPERTENSION	VENTAVIS*	+10.4%
HIV	ISENTRESS	11.7%	TRANSPLANT	ASTAGRAF XL	10.9%
HIV	ISENTRESS HD	11.7%	TRANSPLANT	CELLCEPT	13.2%
HIV	JULUCA	14.1%	TRANSPLANT	CYCLOSPORINE	51.8%
HIV	KALETRA	14.3%	TRANSPLANT	CYCLOSPORINE MODIFIED	51.8%
HIV	LAMIVUDINE	33.1%	TRANSPLANT	ENVARUSUS XR	13.5%
HIV	LAMIVUDINE/ZIDOVUDINE	55.6%	TRANSPLANT	GENGRAF	64.0%
HIV	LEXIVA	14.3%	TRANSPLANT	MYCOPHENOLATE MOFETIL	93.4%
HIV	NEVIRAPINE	98.4%	TRANSPLANT	MYCOPHENOLIC ACID	33.1%
HIV	NEVIRAPINE ER	33.1%	TRANSPLANT	MYCOPHENOLIC ACID DR	33.1%
HIV	NORVIR	14.3%	TRANSPLANT	MYFORTIC	14.3%
HIV	ODEFSEY	14.1%	TRANSPLANT	NEORAL	23.9%
HIV	PREZCOBIX	13.5%	TRANSPLANT	PROGRAF	13.9%
HIV	PREZISTA	14.3%	TRANSPLANT	RAPAMUNE	14.3%
HIV	RESCRIPTOR	14.3%	TRANSPLANT	SANDIMMUNE	27.1%
HIV	RETROVIR	14.3%	TRANSPLANT	SIROLIMUS	33.1%
HIV	REYATAZ	13.9%	TRANSPLANT	TACROLIMUS	79.1%
HIV	RITONAVIR	14.3%	TRANSPLANT	ZORTRESS	13.5%

*Includes Nebulizer

NOTE: Can only dispense Anemia and Neutropenia drugs where they are adjunct therapy to Hepatitis-C.

Commissioners Court - Regular Session

57.

Meeting Date: 12/18/2018

UnitedHealthcare Insurance Company Vision Group Policy for Williamson County

Submitted By: Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to accept the Vision Group Policy for Williamson County covered employees, Policy Effective Date January 1, 2019 as submitted by United Health Care Insurance.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

UnitedHealthcare Insurance Company Vision Policy

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:35 AM

Started On: 12/13/2018 11:00 AM

UnitedHealthcare Insurance Company

Vision

Group Policy

For

Williamson County

Enrolling Group Number: 911463

Policy Effective Date: January 1, 2019

Group Policy

UnitedHealthcare Insurance Company

185 Asylum Street

Hartford, Connecticut 06103-0450

860-702-5000

Issued To: Williamson County ("Enrolling Group")

Policy Number: 911463

Policy Effective Date: January 1, 2019

Policy Anniversary Date: January 1

This Group Policy ("Policy") is entered into by and between UnitedHealthcare Insurance Company ("Company"), and the "Enrolling Group".

Upon receipt of the Enrolling Group's application and payment of the required Policy Charges, this Policy is deemed executed. The Company agrees with the Enrolling Group to provide Coverage for Vision Services set forth herein, subject to the terms, conditions, exclusions, and limitations of this Policy. The Enrolling Group's application is made a part of this Policy.

This Policy replaces and supersedes any previous agreements relating to the Coverage of Vision Services between the Enrolling Group and the Company. The terms and conditions of this Policy will in turn be superseded by those of any subsequent agreements relating to the Coverage of Vision Services between the Enrolling Group and the Company.

The Company will not be deemed or construed as an employer for any purpose with respect to the administration or provision of benefits under the Enrolling Group's benefit plan. The Company will not be responsible for fulfilling any duties or obligations of an employer with respect to the Enrolling Group's benefit plan.

This Policy will become effective at 12:01 a.m. at the Enrolling Group's address on the Policy Effective Date, and will be continued in force by the timely payment of the required Policy Charges when due, subject to termination of this Policy as provided herein. When the Policy is terminated as provided for in the *Termination of the Entire Policy* section, this Policy and all Coverage under this Policy will end at 12:00 midnight on the date of termination.

This Policy is delivered in and governed by the laws of the State of Texas.

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED

Issued By:

UNITEDHEALTHCARE INSURANCE COMPANY

A handwritten signature in black ink, appearing to read 'W. J. Golden', with a long horizontal flourish extending to the right.

William J Golden, President

Article 1: Definitions

The terms used in this Policy have the same meaning given those terms in the *Certificate of Coverage* ("*Certificate*"), unless otherwise specifically defined in this Policy.

Grace Period - a period of time following the Payment Due Date during which the Enrolling Group may pay the due Policy Charge without penalty under the Policy.

Payment Due Date - the date on which the Enrolling Group's payment of a Policy Charge is due.

Policy Charge - the sum of the Premiums for all Subscribers and Enrolled Dependents Covered under the Policy.

Policy Effective Date - the date on which the Enrolling Group's Coverage under the plan becomes effective.

Article 2: Vision Services

Subscribers and their Enrolled Dependents are entitled to Coverage for Vision Services subject to the terms, conditions, limitations and exclusions set forth in the *Certificate(s)* and *Schedule(s) of Covered Vision Services*, included in this Policy. The *Certificate(s)* and *Schedule(s) of Covered Vision Services* describe the Covered Vision Services including any optional Riders and Amendments, required Copayments, and the terms, conditions, limitations and exclusions related to Coverage.

Article 3: Premium Rates and Policy Charge

Premium Rates

Premiums will be charged based upon the number of Subscribers enrolling in each Coverage classification. The Premium rate in effect will be as indicated in Exhibit 1. The Company may change Premium rates pursuant to the section titled *Change in Premium Rates*.

Adjustments to the Policy Charge

Retroactive adjustments may be made for any additions or terminations of Subscribers or changes in Coverage classification not reflected in the Company's records at the time the Policy Charge is calculated by the Company. However, no retroactive credit will be granted for any change occurring more than 60 days prior to the date the Company received notification of the change from the Enrolling Group, nor will retroactive credit be granted for any calendar month in which a Subscriber has received Vision Services.

The Enrolling Group will notify the Company in writing within 30 days of the Policy Effective Date of enrollments, terminations or other changes; provided, however, that the Enrolling Group will notify the Company in writing each month of any changes in the Coverage classification of any Subscriber.

In the event there is any increase in premium tax, guarantee or uninsured fund assessment or other governmental charges relating to or calculated in regard to Premium, such increase will be automatically added to the Premium.

Payment of the Policy Charge

The Enrolling Group will pay the Policy Charge to the Company or to the Company's agent on the Payment Due Date. The first Payment Due Date will be the Policy Effective Date of the coverage. Each subsequent Payment Due Date will coincide with the first day of each succeeding calendar month for coverage during that month. We will determine the amount of any adjustment for coverage for a period of

less than one (1) calendar month. The entire amount of the applicable Policy Charge will be paid when due. We are not obligated to accept or apply any Policy Charge paid which is less than the entire amount due for any period. Policy Charge payments will be credited first to any past due and unpaid Policy Charges, in the order in which due.

A late payment charge will be assessed for any Policy Charge not received by the last day of the Grace Period. A service charge will be assessed for any non-sufficient-fund check received in payment of the Policy Charge. All Policy Charge payments will be accompanied by supporting documentation which states the names of the Covered Persons for whom payment is made.

The Enrolling Group will reimburse the Company for attorney's fees and any other costs related to collecting delinquent Policy Charges.

Change in Premium Rates

The Company reserves the right to change the schedule of rates for Premiums, after a 60 day prior written notice on any Payment Due Date. The Company also reserves the right to change the schedule of rates for Premiums, retroactive to the Policy Effective Date, if a material misrepresentation has resulted in a lower schedule of rates. However, the Company may at its option limit future rate increases by agreement with the Enrolling Group.

Grace Period

A Grace Period of 31 days will be granted for the payment of any Policy Charge, during which time the Policy will continue in force. In no event will the Grace Period extend beyond the date the Policy terminates.

This Policy will automatically terminate retroactive to the last paid date of Coverage if the Grace Period expires and any Policy Charge remains unpaid, or if the Company receives written notice of termination from the Enrolling Group during the Grace Period.

Article 4: Eligibility and Effective Date of Coverage

Initial Eligibility Period

Eligible Persons and their Dependents may enroll for Coverage under the Policy during the Initial Eligibility Period. The Initial Eligibility Period is the period of time agreed to by the Enrolling Group and the Company.

Open Enrollment

If specified in the *Certificate*, the Enrolling Group will provide an Open Enrollment Period as specified in the *Certificate*, during which Eligible Persons may enroll for Coverage under the Policy.

Eligibility Conditions

The eligibility conditions stated in the application are in addition to those specified in Section 2 of the *Certificate*.

Article 5: Policy Termination

Conditions for Termination of This Entire Policy

This Policy and all Coverage under this Policy will automatically terminate on the earliest of the dates specified below:

- A. At the Company's option, retroactive to the last paid date of Coverage, if the Grace Period expires and any Policy Charge remains unpaid.
- B. On the date specified by the Company in written notice to the Enrolling Group that this Policy will be terminated, due to the Enrolling Group's violation of participation and contribution rules.
- C. On the date specified by the Company in written notice to the Enrolling Group that this Policy will be terminated because the Enrolling Group provided the Company with false information material to the execution of this Policy or to the provision of Coverage under this Policy. The Company has the right to rescind this Policy back to the Policy Effective Date.
- D. On the date specified by the Company in written notice to the Enrolling Group that this Policy will be terminated because the Enrolling Group does not provide us with information that we need to administer the Policy or fails to perform any of its obligations that relate to the Policy.
- E. On the date specified by the Company after at least 90 days prior written notice to the Enrolling Group that this Policy will be terminated because the Company will no longer renew or issue this type of vision benefit plan within the applicable market.
- F. On the date specified by the Company, after at least 180 days prior written notice to the applicable state authority and to the Enrolling Group that this Policy will be terminated because the Company will no longer renew or issue any vision benefit plan within the applicable market.

Payment and Reimbursement Upon Termination

Upon any termination of this Policy, the Enrolling Group will be and will remain liable to the Company for the payment of any and all Premiums which are unpaid at the time of termination, including a pro rata fee for any period this Policy was in force during the Grace Period, if any, preceding the termination.

Article 6: General Provisions

Entire Policy

The Policy, including the *Certificate(s)*, *Schedule(s) of Covered Vision Services*, the application of the Enrolling Group, any individual Subscriber enrollment forms, Amendments and Riders will constitute the entire Policy between parties. All statements made by the Enrolling Group or by a Subscriber will, in the absence of fraud, be deemed representations and not warranties.

Time Limit on Certain Defenses

No statement made by the Enrolling Group, except a fraudulent statement, will be used to void this Policy after it has been in force for a period of 2 years. In the absence of fraud, a statement made relating to an individual's insurability may not be used in contesting the validity of coverage:

- 1.) after coverage has been in force before the contest for two years during the individual's lifetime; and
- 2.) unless the statement is contained in a written instrument signed by the individual making the statement.

Amendments and Alterations

Amendments to the Policy are effective upon 31 days written notice to the Enrolling Group. Riders are effective on the date specified by the Company. No change will be made to this Policy unless made by an Amendment or a Rider which is signed by an executive officer of the Company. No agent has authority to change this Policy or to waive any of its provisions.

Relationship Between Parties

The relationships between the Company and providers and relationships between the Company and Enrolling Groups, are solely contractual relationships between independent contractors. Providers and Enrolling Groups are not agents or employees of the Company, nor is the Company or any employee of the Company an agent or employee of providers or Enrolling Groups.

The relationship between a provider and any Covered Person is that of provider and patient. The provider is solely responsible for the services provided by it to any Covered Person. The relationship between any Enrolling Group and any Covered Person is that of employer and employee, Dependent, or other Coverage classification as defined in this Policy. The Enrolling Group is solely responsible for enrollment and Coverage classification changes (including termination of a Covered Person's Coverage through the Company) and for the timely payment of the Policy Charge.

Records

The Enrolling Group will furnish the Company with all information and proofs which the Company may reasonably require with regard to any matters pertaining to this Policy. The Company may at any reasonable time inspect all documents furnished to the Enrolling Group by an individual in connection with the Coverage, and the Enrolling Group's payroll, and any other records pertinent to the Coverage under this Policy.

By accepting Benefits under this Policy, each Covered Person authorizes and directs any person or institution that has provided services to them, to furnish the Company or its designees any and all information and records or copies of records relating to the services provided to the Covered Person. The Company has the right to request this information at any reasonable time. This applies to all Covered Persons, including Enrolled Dependents whether or not they have signed the Subscriber's enrollment form.

The Company agrees that such information and records will be considered confidential. The Company has the right to release any and all records concerning vision services which are necessary to implement and administer the terms of this Policy, for appropriate medical review or quality assessment, or as the Company is required by law or regulation.

During and after the term of the Policy, the Company and its related entities may use and transfer the information gathered under the Policy for research and analytic purposes.

Administrative Services

The services necessary to administer this Policy and the Coverage provided under it will be provided in accordance with the Company's or its designee's standard administrative procedures. If the Enrolling Group requests that such administrative services be provided in a manner other than in accordance with these standard procedures, including requests for non-standard reports, the Enrolling Group will pay for such services or reports at the Company's or its designee's then-current charges for such services or reports.

Examination of Covered Persons

In the event of a question or dispute concerning Coverage for Vision Services, the Company may reasonably require that a Covered Person be examined at the Company's expense by a Network Provider acceptable to the Company.

Clerical Error

Clerical error will not deprive any individual of Coverage under this Policy or create a right to benefits. Failure to report the termination of Coverage will not continue such Coverage beyond the date it is scheduled to terminate according to the terms of this Policy. Upon discovery of a clerical error, any necessary appropriate adjustment in Premiums will be made. However, no such adjustment in Premiums or Coverage will be granted by the Company to the Enrolling Group for more than 60 days of Coverage prior to the date the Company received notification of such clerical error.

Workers' Compensation Not Affected

The Coverage provided under this Policy does not substitute for and does not affect any requirements for coverage by workers' compensation insurance.

Conformity with Statutes

Any provision of this Policy which, on its effective date, is in conflict with the requirements of applicable state or federal statutes or regulations is hereby amended to conform to the minimum requirements of such statutes and regulations.

Waiver/Estoppel

Nothing in the Policy, *Certificate* or *Schedule(s) of Covered Vision Services* is considered to be waived by any party unless the party claiming the waiver receives the waiver in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of the Policy, *Certificate* or *Schedule(s) of Covered Vision Services* or to exercise any option which is herein provided, will in no way be construed to be a waiver of such provision of the Policy, *Certificate* or *Schedule(s) of Covered Vision Services*.

Headings

The headings, titles and any table of contents contained in the Policy, *Certificate* or *Schedule(s) of Covered Vision Services* are for reference purposes only and will not in any way affect the meaning or interpretation of the Policy, *Certificate* or *Schedule(s) of Covered Vision Services*.

Unenforceable Provisions

If any provision of the Policy, *Certificate* or *Schedule(s) of Covered Vision Services* is held to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in effect and the illegal or unenforceable provision will be modified so as to conform to the original intent of the Policy, *Certificate* or *Schedule(s) of Covered Vision Services* to the greatest extent legally permissible.

Jurisdiction

The Policy has been issued and delivered in the Governing Jurisdiction shown on the first page of the Policy. The laws of such jurisdiction will govern its execution, performance and enforcement. Any provision of the Policy that is in conflict with such laws will be deemed amended to meet the minimum requirements of such laws.

Subscriber's Individual Certificate

The Company will issue *Certificate(s)*, *Schedule(s) of Covered Vision Services* and any attachments to the Enrolling Group who will in turn make them available to each covered Subscriber. Such *Certificate(s)*, *Schedules(s) of Covered Vision Services* and any attachments may be provided in electronic format. The *Certificate(s)*, *Schedule(s) of Covered Vision Services* and any attachments will show all the benefits and provisions of the Policy.

Article 7: Administration

Notices

All notices or other communications required or permitted under this Policy will be in writing and will be delivered personally, by commercial overnight delivery service, or by registered or certified mail, return receipt requested, and will be deemed received: upon receipt (or the first business day after receipt, if received after business hours) in the case of personal delivery; three business days after the date of mailing in the case of certified or registered mail; and one business day after sending if delivered by overnight delivery service, addressed as follows:

If to the Company:

Spectera, Inc.

2811 Lord Baltimore Drive

Baltimore, MD 21244

Attention: Account Management Services

With a copy to the Legal Department.

If to the Enrolling Group:

To the mailing address on file with the Company.

A party may change the address at which it elects to receive any notice provided under this Policy by advising the other party of such change in accordance with this section.

Information to be Provided by the Enrolling Group

The Enrolling Group will provide, with each Premium payment, a statement showing the number of persons enrolled for coverage during the time period. We will be permitted access to the Enrolling Group's records during reasonable business hours for the purpose of verifying such information.

Exhibit 1 to Group Vision Care Insurance Policy

Premiums

Monthly Premiums payable by or on behalf of Covered Persons are specified below:

All Employees

Employee Only coverage:	\$12.69
Employee + Spouse coverage:	\$24.07
Employee + Children coverage:	\$28.23
Employee + Family coverage:	\$39.71

Important Information About Coverage Under The Texas Life And Health Insurance Guaranty Association

(For Insurers declared insolvent or impaired on or after September 1, 2011)

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies that are members of the of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code, Chapter 463.*)

It is possible that the Association may not protect all or part of your policy because of statutory limitations.

Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court order or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, ONLY if the following conditions are met:
 1. The policyholder has a policy with the company domiciled in Texas;
 2. The policyholder's state of residence has a similar guaranty association; and
 3. The policyholder is not eligible for coverage by the guaranty association of the policyholder's state of residence.

Limitation of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contract holder regardless of the number of contracts.

Aggregate Limit:

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agent are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life and Health Insurance Guaranty Association

515 Congress Avenue, Suite 1875

Austin, TX 78701

800-982-6362 or www.txlifega.org

Texas Department of Insurance

PO Box 149104

Austin, TX 78714-9104

800-252-3439 or www.tdi.texas.gov

Commissioners Court - Regular Session

58.

Meeting Date: 12/18/2018

appointment

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 appointing Jerre Varnell to the Williamson County Child Welfare Board.

Background

This appointment is for a term from 10/1/18 through 9/30/2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Varnell

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 12/11/2018

Reviewed By

Wendy Coco

Date

12/11/2018 08:11 AM

Started On: 12/10/2018 01:44 PM



*Judge Dan A. Gattis
Williamson County Courthouse
710 Main Street, Ste. 101
Georgetown, TX 78626*

December 7, 2018

The Honorable Dan Gattis and Williamson County Commissioners:

I am requesting the Commissioner's Court approve the appointment of Jerre Varnell to the Williamson County Child Welfare Board, her appointment running from October 1, 2018 to September 30, 2021. Jerre lives in Florence and has attended several board meetings. We have visited with her and discussed board responsibilities and given her an overview of our board's activity. Like many before her, Jerre is excited about volunteering her time and talents for the good of the board and above all the foster children of Williamson County. Attached is a copy of her application for each of you to review.

Please place this request for a new appointment to the board on your agenda at your earliest convenience. Please call or email me with any questions you might have. Thank you so much for your time and the attention you give to our board and in turn enable us to partner with Williamson County to help care for the foster children of Williamson County!

Respectfully Submitted,

*Dianne Howell-WCCWB President
255-6594-home
JRZONE@aol.com*



Volunteer Application

Texas law gives you the right to know what information is collected about you by means of a form you submit to a state government agency. You can receive and review this information, and request that incorrect information about you be corrected, by contacting the person or unit to whom you submitted this form.

Name (Last, First, Middle) VARNELL, JERRE JENE (WHITE)		Preferred Name JERRE	Date of Birth [REDACTED]	Home Telephone [REDACTED]
Address (Street, City, State, ZIP Code) BOX 512 201 E TOMLINSON ST, FLORENCE, TX 76527				
Other Names Used/Known By (list any other names (aliases) you have used, such as maiden name, previous married name, etc):		Organization Represented (if applicable):		County Williamson Who referred you to DFPS? Nancy Zenner

Why do you want to volunteer for DFPS?
To serve the children of Williamson County.

Applicable skills:
Communication, Administrative, Technology, Teaching Skills, Mentoring, Psychology, Organization

Type of volunteer service preferred: **WCCWB**

Are you willing to receive training for another assignment? Yes No

Education (Check highest level completed):

Elementary School Middle School High School Vocational or Technical Training College Graduate School

Interns: undergraduate graduate post graduate

University **Baylor University** Date of undergraduate degree **1967** Date of graduate degree **1978**

Additional Languages (list):

	Speak			Read			Write		
	Fair	Good	Excellent	Fair	Good	Excellent	Fair	Good	Excellent
Minimal Spanish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
American Sign Language	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Previous volunteer experience:

Organization:	Position:	Responsibilities:
_____	_____	_____
_____	_____	_____

Rate(s) and time(s) available:

Days per week: _____

Hours per week: _____

Comments: **To Be Determined**



Volunteer Application

Are you presently employed?

Yes No

If yes, where? _____

Work Telephone _____

Address: _____

Occupation: _____

Prior employment: 42 yrs as an educator

Company:	Position:	Responsibilities:
Killeen ISD	principal	Campus Leader
Florence ISD	principal	Campus Leader
Georgetown ISD	asst principal / teacher	as assigned
Midway ISD	teacher	" "
Waco ISD	teacher	" "

Can you provide transportation for others?

Yes No

If yes, please complete Transportation Form 250c

Please list three (3) personal references (excluding relatives):

Name:	Address:	Telephone #:
Carol Walker	1713 Live Oak Valley Cr., Waco TX 76710	[REDACTED]
Ruth Caskey	11302 Oak Tree Dr., S. Lledo TX 76511	[REDACTED]
Janet Lewis	2675 CR 241, Florence TX 76527	[REDACTED]

Volunteer Agreement

I affirm that the information that I have provided is true and correct to the best of my knowledge.
 I agree to conform with the Texas Department of Family and Protective Services rules and regulations to the best of my ability.
 I agree to respect the confidential nature of case information and any personal contact with clients.
 I agree to inform the department if I am named in complaints or indictments or convicted of offenses.
 I understand that I will begin service on a reciprocal trial basis and agree to participate in orientation and training.

Jane Varnell
Signature of Volunteer

11-27-18
Date

In case of emergency, please notify:

Name	Relationship	Telephone #
<u>Maurice Varnell</u>	<u>husband</u>	[REDACTED]
Address <u>201 E Tomlinson, Florence, TX 76527</u>		

Commissioners Court - Regular Session

59.

Meeting Date: 12/18/2018

Discuss, consider and take appropriate action on increasing the budget on position control number 1793 by \$6,163.56

Submitted For: Jarred Thomas

Submitted By: Kelly Luna, EMS

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on increasing the budget on position control number 1793 by \$6,163.56

Background

This position was originally a grant position, which has been very confusing since its inception due to it spanning fiscal years (FY17 & FY18) and being split between grant funds and general funds. The Court was generous enough to adopt this position as a general fund position for FY19, which we are extremely grateful for because this position plays an instrumental role in identifying and mitigating potential hazards within the County. Due to the complexity of the funding, the timing of the position changes in relation to the Budget Process, and PCN confusion, the funding that was adopted for this position is \$6,163.56 short for FY19. The error went unnoticed by Emergency Management, HR, and the Budget Office (initially), until Budget discovered that the adopted budget vs. the current salary would create a shortage in the salary line for the department. The current salary, which carried over from FY18 (minus COLA and merit) was/is within the salary policies and parameters set forth by HR. The department is willing to utilize funding from within its FY19 operating budget to cover the shortage. The department, Budget, and HR have reviewed all that has transpired to determine how we missed this in an effort to catch something like this in the future, but are all in agreement that it was a "perfect storm" of events that lead us to this juncture. It has made us all aware to watch split funded positions in the future and coordinate as a team to ensure that the funding is correct, if and when they are adopted in the general fund budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0541.004100	Professional Services	\$5,000.00
From:	0100.0541.003010	Computer Equipment < \$5,000	\$963.56
From:	0100.0541.004999	Misc.	\$200.00
To:	0100.0541.001100	Salaries	\$5,065.39
To:	0100.0541.002010	FICA	\$387.50
To:	0100.0541.002020	Retirement	\$710.67

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

EMS (Originator)

Form Started By: Kelly Luna

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Kelly Luna

Date

12/13/2018 08:54 AM

12/13/2018 09:01 AM

Started On: 12/12/2018 06:05 PM

Commissioners Court - Regular Session

60.

Meeting Date: 12/18/2018

Discuss, consider, and take appropriate action on a draft MOU pertaining to fire investigations, inspections, and code enforcement

Submitted For: Marty Herrin

Submitted By: Kelly Luna, EMS

Department: Hazardous Materials

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a draft MOU pertaining to fire investigations, inspections, and code enforcement by the Williamson County Fire Marshal's Office.

Background

The Fire Marshal's Office is asking the Court's permission to discuss this draft version of the MOU with ESD's and pertinent municipalities; the finalized version will be brought back to the Court for official approval and adoption.

The goals of the MOU are:

- 1) Allow the ESD's conduct inspections in their own area without concerns of it being County Fire Marshal Responsibility.
- 2) Be able to interchange inspections to help Florence, Weir, Coupland, and Thrall as they begin to take over all inspections in their own area.
- 3) Allow the other certified Fire Investigators to help with Fire Investigations in their area with no issue of violating the Policy you approved, which is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Wilco Fire Investigation Policy](#)

[Master MOU Draft](#)

Form Review

Inbox

County Judge Exec Asst.
 Form Started By: Kelly Luna
 Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:29 AM
 Started On: 12/13/2018 08:37 AM

Williamson County
Fire Marshal's Office

911 Tracy Chambers Lane
Georgetown, TX 78626

Investigation
Rules and Procedures

Williamson County Fire Marshal's Office

Fire / Explosion Investigation Rules and Procedures

Purpose: This document will determine which fires and explosions warrant investigation by the Williamson County Fire Marshal's Office ("WCFMO").

Scope: These procedures apply to all unincorporated areas of Williamson County, and to investigations conducted by request in incorporated areas of Williamson County.

Effective Date: These procedures take effect immediately upon approval by The Williamson County Commissioner's Court.

Amendments: From time to time, these rules and procedures may be amended by a majority vote of the Williamson County Commissioner's Court.

Procedure:

1.01 Fire / Explosion Investigation

The WCFMO will investigate the origin and cause of fires and explosions meeting the following criteria that occur within the county, but outside the municipalities in the county. In addition, the WCFMO may aid and conduct investigations inside municipalities located within Williamson County at the request of the Municipality, State Fire Marshal's Office, or local Fire Chief provided the WCFMO has adequate resources and personnel to aid and conduct such investigations at the time the request is made to the WCFMO.

- 1. Structure Fires:** Buildings, Residences, etc. - The WCFMO will investigate all fires and explosions involving structures with the estimated dollar loss from fire, smoke, heat, or water damage exceeds \$5000.
- 2. Vehicle Fires:** The WCFMO will only investigate fires involving vehicles when requested to do so by Authority having Jurisdiction.

3. **Explosions:** The WCFMO will investigate the origin and cause surrounding any explosions that cause property damage or injury.
4. **Injuries/Death:** The WCFMO will investigate any fires that caused any bodily injury or death of a firefighter while in the performance of his/her duties. The WCFMO will investigate any fire that causes bodily injury that requires transport to a hospital or results in death to any civilians.
5. **Public Property:** The WCFMO will investigate any fire or explosion involving property owned or operated by a Public Official or Government Agency.
6. **Hazardous Materials Incidents:** The WCFMO will investigate any fire where the officer in charge determines an in-depth investigation into the incident is necessary to determine causative factors and responsibility.
7. **YOUTH (to include all youths under the age of 17) FIRE-SETTER:** -The WCFMO will investigate any fire where suspected that was caused by Youth Fire Setter or playing with fire, no matter what dollar value.
8. **Other Fires:** The WCFMO will investigate fires causing property damage in excess of \$5000 for which the Incident Commander for the responding agency is unable to determine the origin and cause.
9. **Outside Fires:** Any significant outdoor fire causing property damage in excess of \$5000 for which the Incident Commander for the responding agency is unable to determine the origin and cause.

1.02 Investigation of Fires

For investigations the WCFMO conducts pursuant to these rules and procedures, the WCFMO shall begin an investigation within 24 hours after the receipt of information regarding a fire. This 24-hour period does not include a Sunday.

In the performance of official duties, the County Fire Marshal or a Deputy/Assistant Fire Marshal, at any time of day, may enter and examine a structure where a fire has occurred, and may examine adjacent premises.

1.03 Additional Statutory Authority:

State Law, specifically Texas Local Government Code, Chapter 352.014 requires the County Fire Marshal to keep a record of each fire that the marshal is required to investigate. The record must include the facts, statistics, and circumstances determined by the investigation, including the origin of the fire and the estimated amount of the loss. Under the same chapter, each fire department and state or local agency that provides emergency medical services must submit reports requested by the County Fire Marshal in a timely manner.

Under Section 352.015, if the County Fire Marshal determines that further investigation of a fire or of an attempt to set a fire is necessary, the marshal may:

- Subpoena witnesses to testify regarding the fire or attempt;
- Administer oaths to the witnesses;
- Take and preserve written statements, affidavits, and depositions; and
- Require the production of an instrument that is pertinent to the investigation.

The County Fire Marshal shall also:

- File in a court of competent jurisdiction a complaint charging arson, attempted arson, conspiracy to defraud, or any other crime against a person the marshal believes to be guilty.
- File charges under Section 352.021 in a court of competent jurisdiction against a witness who refuses to cooperate with the investigation.

1.04 Effect on Civil Actions

An action taken by a County Fire Marshal in the investigation of a fire does not affect the rights of a policyholder or of any company regarding a loss caused by the fire. The result of an investigation by the County Fire Marshal of a fire may not be admitted in evidence in the trial of a civil action brought under the insurance policy. The statement of an insurance company, the company's officers, agents, or adjusters, or of a policyholder or the policyholder's representative, that is made to the County Fire Marshal or his representative with respect to the origin or cause or supposed origin or cause of the fire may not be admitted in evidence in or made the basis of a civil action for damages.

1.05 Cooperation with Other Fire Protection Agencies (fire investigation)

The County Fire Marshal shall enforce all state and county regulations that relate to fires, explosions, or damages of any kind caused by a fire or explosion. The County Fire Marshal shall cooperate with the State Fire Marshal to conduct fire prevention and fire-fighting activities or post fire investigations. The County Fire Marshal may aid or conduct an investigation in a municipality if requested by the state fire marshal, the municipality, or the fire chief of the municipality provided the WCFMO has adequate resources and personnel to aid and conduct such investigations at the time the request is made to the WCFMO.

1.06 Limited Liability

Under Section 352.021, the County Fire Marshal and the assistants and employees of the office are not liable in damages for any acts or omissions in the performance of their duties except in cases of gross negligence or willful malfeasance.

1.07 Penalties for contempt of a fire investigation proceedings

As provided in Texas Local Government Code §§ 352.022, a person “commits an offense if the person is a witness in connection with an investigation under Section 352.015 and refuses to be sworn, refuses to appear and testify, or fails and refuses to produce before the county fire marshal any book, paper, or other document relating to any matter under investigation if called on by the marshal to do so.

An offense under this section is a misdemeanor punishable by a fine of not more than \$2,000.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**MEMORANDUM OF UNDERSTANDING
ADDRESSING
APPLICABLE FIRE CODE,
CIVIL FIRE INSPECTIONS, AND
CRIMINAL FIRE INVESTIGATIONS
BETWEEN
WILLIAMSON COUNTY
AND
LOCAL EMERGENCY SERVICES DISTRICTS AND, WHERE APPLICABLE,
MUNICIPALITIES INVOLVED IN PROVIDING SERVICES TO EMERGENCY
SERVICES DISTRICT(S)**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) entered into by and between Williamson County, Texas (“WilCo”) and the local Williamson County Emergency Services Districts (“ESDs”) and, where applicable, Municipalities (“Cities”) involved in providing services to ESDs, all of which are political subdivisions of the State of Texas and individually referred to as a “Party” and collectively as “The Parties.”

RECITALS

WHEREAS, WilCo created the Williamson County Fire Marshal Office (“Wilco Fire Marshal”) on February 20, 2018 to coordinate standards for and to support fire investigations, inspections and code enforcement in the unincorporated areas of Williamson County pursuant to Chapter 352 of the Texas Local Government Code;

WHEREAS, The Parties desire to collaborate and provide support for fire code enforcement to prevent fires and emergencies and protect the health and safety of residents and property owners; and

WHEREAS, The Parties appreciate that each ESD within Williamson County has unique circumstances and different needs for designating what entity or entities have the presumed lead in providing civil fire inspection services or criminal fire investigation support;

THEREFORE, The Parties agree to and understand as follows:

PART 1 - EFFECTIVE DATE: This MOU takes effect when it has been signed by each Party's respective designated representative.

PART 2 - DURATION OF MOU: The term contemplated by this MOU shall continue until it is amended or terminated as set forth in Part 3 below.

PART 3 - TERMINATION: Any Party may opt out and terminate their respective participation in this MOU upon providing at least thirty (30) days prior written notice to the other Parties.

PART 4 - GOOD FAITH & LEGAL COMPLIANCE: The Parties agree to negotiate and act in good faith in the performance of this MOU and to follow all federal, state, and local laws.

PART 5 - APPLICABLE FIRE CODE: The minimum applicable fire code for all unincorporated areas of Williamson County, Texas is the 2015 edition of the *International Fire Code* ("2015 IFC") as set forth in an order of the Williamson County Commissioners Court ("The Court") approved and entered on July 10, 2018 during a regular session of The Court under agenda item no. 44 ("Order"). The Order is incorporated herein as if copied in full.

The Parties acknowledge that The Court retains legal authority, as set forth in Ch. 352 of the Tex. Loc. Gov't Code, to amend the Order as deemed necessary in the public interest.

The Parties also acknowledge that the ESDs retain legal authority, as set forth in Ch. 775 of the Tex. Health and Safety Code, to adopt and amend their respective fire codes as deemed necessary in the public interest. The Parties agree that the ESDs and the Cities may adopt stricter fire code requirement(s) than those contained in the Order, as amended, to apply within their respective boundaries covering unincorporated areas, including the relevant municipal extra-territorial jurisdiction(s).

PART 6 - CIVIL FIRE INSPECTIONS: Pursuant to the authority under Tex. Loc. Gov't Code Chapters 233 & 352, the Wilco Fire Marshal is authorized to conduct plan reviews and inspections, issue permits, and undertake related matters in the unincorporated areas of the County. Pursuant to the authority under Tex. Health & Safety Code Chapter 775, the ESDs are authorized to conduct plan reviews and inspections, issue permits, and undertake related matters in the unincorporated areas of the County. The Parties mutually agree to give notice to each other of any application or request for variance or exception to a rule or regulation applicable to a fire code in the areas they are policing.

The Parties acknowledge that The Court is authorized to adopt rules and procedures and for enforcing the Order and to contract with the ESDs to both obtain and provide assistance with enforcement of fire codes. *See e.g.*, Tex. Loc. Gov't Code. § 233.064 (stating "[t]he commissioners court may provide that a county employee or an employee of another governmental entity under intergovernmental contract may perform the inspection"); Tex. Loc. Gov't Code. § 352.016 (stating "the county fire marshal may inspect for fire or life safety hazards"); and Tex. Loc. Gov't Code. § 352.019 (stating "[t]he county fire marshal shall

coordinate the work of the various fire-fighting and fire prevention units in the county. On request, the county fire marshal may assist a rural fire prevention district or emergency services district located wholly or partially in the county to accomplish its powers and duties.”).

The Parties agree that the Wilco Fire Marshal may request assistance from the ESDs for enforcement of the Order and that the ESDs may request assistance from the Wilco Fire Marshal for enforcement of the ESDs’ respective fire codes, if any. If a Party provides assistance to Wilco for enforcement of the Order at the request of the Wilco Fire Marshal, that Party must coordinate and keeps the Wilco Fire Marshal informed¹.

The ESDs and the Cities may use the resources and systems at their disposal to conduct plan reviews, inspections, permits, and related matters under their respective fire codes.² This may include, but is not limited to, designating a District Fire Marshal, contracting with a City to provide such services for the ESD, or contracting with a City to provide such services for the City.

PART 7 – CRIMINAL FIRE INVESTIGATIONS: Pursuant to authority granted to The Court under Tex. Loc. Gov’t Code. § 352.013(b), “[t]he commissioners court of a county, with the advice of the county fire marshal, shall adopt rules and procedures for determining which fires warrant investigation by the county fire marshal.” The Court approved and entered on April 3, 2018 during a regular session of The Court under agenda item no. 27 (“Fire Investigations Order”). The Fire Investigations Order is incorporated herein as if copied in full.

The Parties acknowledge that the Court retains legal authority, as set forth in Ch. 352 of the Tex. Loc. Gov’t Code, to amend the Fire Investigations Order as deemed necessary in the public interest.

The ESDs and the Cities may, assuming there are adequate capabilities, to conduct their own fire origin and cause investigations³ within their respective boundaries covering unincorporated areas, including the relevant municipal extra-territorial jurisdiction(s), so long as there is no conflict with the Fire Investigations Order, as amended. Alternatively, the option of requesting assistance from the Wilco Fire Marshal’s office always remains.⁴

¹ Where deemed applicable and necessary by the Wilco Fire Marshal in the unincorporated areas, the fee schedule adopted by The Court for plan reviews, inspections of fire protection systems and final inspections must be followed for all submissions under the Wilco Order. Generally, the Party conducting the services under the Wilco Order will retain the applicable fees to recover such costs.

² The ESDs may adopt separate fee schedules for plan reviews, inspections of fire protection systems and final inspections under their respective fire codes.

³ The Parties understand and agree that the Wilco Fire Marshal must keep statistical information and information regarding circumstances of the origin of a fire and estimated amount of loss.

⁴ The Parties understand that it may be prudent and necessary to obtain input from the relevant criminal prosecutor in regard to criminal investigation(s).

PART 8 – TCOLE COMMISSIONS: The Wilco Fire Marshal will reasonably facilitate and assist requesting Parties to carry the commission for the purpose of Wilco Fire Marshal fire investigations. If the Wilco Fire Marshal carries such a commission, the Parties understand that it is narrowly-tailored to investigations with no secondary duties. Individuals commissioned through the Wilco Fire Marshal with regard to their investigative duties are subject to the rules and policies of the Wilco Fire Marshal’s Office.⁵ However, the Parties understand and acknowledge that these commissioned employees are not employees of Williamson County or the Wilco Fire Marshal, and are rather employees of their respective agency. Thus, the arrangement regarding TCOLE commissions is akin to that of a task force, and the Wilco Fire Marshal reserves the right to withdraw a commission as deemed reasonably necessary in his or her sole discretion.

PART 9 – NO WAIVER OF SOVEREIGN IMMUNITY: This MOU is not intended to extend the liability of the parties beyond that provided by law. The respective Parties do not waive any immunity or defense that would otherwise be available to it against claims by third parties.

(remainder of page intentionally blank)

⁵ Furthermore, individuals certified as peace officers whose commission is held by the Wilco Fire Marshal may not work in any other law enforcement capacity, including working for other law enforcement agencies or working in a private security assignment, unless the individual’s commission is held by such law enforcement agency or entity other than the Wilco Fire Marshal.

IN WITNESS WHEREOF, WILLIAMSON COUNTY AND WILLIAMSON COUNTY ESD NO. ____ have duly executed this Memorandum of Understanding to be duly executed to be effective as of the date of the last party's execution below. Where applicable, the CITY OF _____, TEXAS has also duly executed this Memorandum of Understanding.

**FOR WILLIAMSON COUNTY
FIRE MARSHAL:**

**FOR WILLIAMSON COUNTY
ESD NO. ____:**

**BY: _____
FIRE MARSHAL
REPRESENTATIVE**

**BY: _____
AUTHORIZED**

Date: _____, 20____

Date: _____, 20____

**AUTHORIZED AND APPROVED BY THE
WILLIAMSON COUNTY COMMISSIONERS COURT:**

**BY: _____
WILLIAMSON COUNTY JUDGE**

Date: _____, 20____

**IF APPLICABLE, AUTHORIZED AND APPROVED BY THE
CITY COUNCIL OF THE CITY OF _____**

**BY: _____
MAYOR OR AUTHORIZED
REPRESENTATIVE**

Date: _____, 20____

Commissioners Court - Regular Session

61.

Meeting Date: 12/18/2018

Exemption Policy

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 establishing a schedule to review Williamson County exemption policy.

Background

Williamson County Commissioners Court freezes taxes for citizens over the age of 65 and provides these individuals with a \$25,000 exemption. The County also freezes taxes for disabled persons and provides a \$15,000 exemption to them. The County complies with Section 11.13 of the Texas Property Tax Code related to all other eligible exemptions. It is proposed that the Commissioners Court review exemptions and amounts every five years beginning with Tax Year 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Kathy Pierce
Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 12:03 PM
Started On: 12/13/2018 10:20 AM

Commissioners Court - Regular Session

62.

Meeting Date: 12/18/2018

Rep WilsonLease

Submitted For: Dan Gattis

Submitted By: Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a District Office Lease Contract between Representative Terry M. Wilson, a Member of the House of Representatives of the State of Texas; the Committee on House Administration of the Texas House of Representatives of the State of Texas, as Lessee; and Williamson County, Texas, as Lessor, for the office space located at Williamson County Courthouse, 710 Main Street, Suite 242, Georgetown, Texas 78626, for a term commencing January 1, 2019 and ending December 31, 2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Dist Office Lease Rep. Wilson](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:33 AM

Started On: 12/13/2018 10:37 AM



State of Texas
House of Representatives

DISTRICT OFFICE LEASE CONTRACT

This lease is entered into between Williamson County, herein referred to as Lessor, and the Committee on House Administration of the Texas House of Representatives of the State of Texas, herein referred to as Lessee, for the benefit of Terry M. Wilson, a Member of the House of Representatives of the State of Texas, herein referred to as Member.

For and in consideration of the covenants, conditions, and provisions contained in this instrument, Lessor hereby leases to Lessee the following described property located in Williamson County, Texas. The address of the leased property is:

710 Main Street, Suite 242 Georgetown 78626
Street Address, Suite, etc. City Zip Code

(which includes approximately 100 square feet of floor space), with all the rights easements, and appurtenances belonging thereto and usually had and enjoyed therewith, on the terms and condition contained herein.

I.

The term of this lease begins 1/1/2019 and ends 12/31/20 but
(Month Day, Year) (Lease must end on or prior to January 12, 2021)

the Lessor understands and agrees that the Lessee may cancel this lease, without penalty, if funds for its continuation are not provided for the next fiscal period or if the Member, for whose benefit this lease is made, ceases to be a Member of the House of Representatives.

II.

Lessee has the option to renew this lease for an additional period of 12 Months for the same monthly rental and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of its election to do so to Lessor not later than 30 days before the expiration of the primary term of the lease.

III.

As rental for the leased premises, Lessee will pay Lessor the sum of \$ 200.00 per month, which shall be paid solely from the funds of the House of Representatives. However, the Lessor agrees that the liability of the House of Representatives to pay the rental is limited to the amount of money in the Member's operating account. If the Member's account is depleted, the House of Representatives may immediately notify the Lessor in writing. Until further notice, neither the House of Representatives nor the State of Texas is responsible for any rent that accrues after the date of the notice. The Lessor may thereupon, terminate the lease or allow the Member to continue to occupy the leasehold on terms mutually agreeable to the Lessor and the Member.

IV.

The leased premises will be used by the Member of the House of Representatives named herein as an office to be used in connection with his/her official business as a State Representative.

V.

Although this lease is for the purpose of providing office space for the Member named in this instrument, no title, credits, allowances, premiums, or anything of value shall inure to the benefit of the Member at any time because of this agreement. (Under Art. III, Sec 18, of the Texas Constitution, neither the legislator nor his firm may contract with the State of Texas if the subject of the contract was authorized or funded by a legislature of which the individual was a member.) The Member named in this lease is not related in the first degree by marriage, or through blood relationship, to anyone who has a financial interest,

either directly or indirectly, in the property leased by the House of Representatives for this said Member. Any agreement contrary to this paragraph renders the lease null and void and renders Lessor liable for the refund of all payments paid hereunder together with interest on that at 10 percent annum, reasonable attorney's fees for the collection of that amount, and all costs incurred with said collection.

VI.

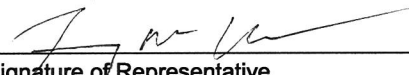
Either party may terminate this lease at any time for failure of the other to comply with the covenants, conditions, and provisions of the lease. Also, either party may terminate this lease by providing the other party with written notice 30 days prior to date of termination.

VII.

The following additional covenants, and provisions are further agreed to by Lessor and Lessee:

VIII.

The covenants and conditions in this instrument are the full and complete terms of this lease. No alterations, amendments or modifications of those terms are binding unless reduced to writing and signed by the parties to the lease.

Lessor's Company Name (type or print)		Date	
Lessor's Name (type or print)		Date	
Lessor's Signature	(1)	Lessor's Signatory's Title	(1)
Lessor's Address		Telephone Number	
Lessor's Type of Organization	(2)	Lessor's Tax ID Number	(3)
		12-11-18	
Signature of Representative	(4)	Date	
Signature of Chairman	(5)	Date	

Note:

1. Must be signed by lessor or person authorized to contractually bind said individual, partnership, company or corporation. **Signature must be an original signature (not from a signature stamp or photo copied).**
2. Lessor's type of organization (law firms, realtor firm, sole proprietorship, dental firm, etc.).
3. The applicable tax identification number for individual, partnership, or corporation for reporting rent payments to the Internal Revenue Service.
4. Member of the Texas House of Representatives whose office operating account is to be charged. **Signature must be an original signature (not from a signature stamp or photo copied).**
5. Chairman of Committee on House Administration or person authorized to sign such agreements.

I, Terry M. Wilson do not have an interest
Name of Member
in the described property that I have requested the Texas House of Representatives to enter into a district office lease contract. Furthermore, I hereby state that I am not related in the first degree by marriage or through blood relationship to anyone who has a financial interest either directly or indirectly in the property leased by the House of Representatives for this said member. If I should acquire an interest in said property, I will advise the Chair of the Committee on House Administration in writing and terminate my district office lease immediately at no expense to the House of Representatives.



Member's Signature

12-11-18

Date

Commissioners Court - Regular Session

63.

Meeting Date: 12/18/2018

Lone Star Justice Alliance

Submitted For: Dan Gattis

Submitted By: Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Professional Services Agreement for the engagement of the Lone Star Justice Alliance to represent Williamson County in relation to the provision of professional services to increase efficiencies and address best practices of the criminal courts in Williamson County; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[LSJA Professional Services Agreement](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:27 AM

Started On: 12/12/2018 10:19 AM

LONE STAR JUSTIC ALLIANCE
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “*Agreement*”) is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas (the “*County*”), and Lone Star Justice Alliance, a nonprofit corporation, (“*LSJA*”) (each herein referred to individually as a “*Party*,” or collectively as the “*Parties*”).

The County desires to retain LSJA as an independent contractor to perform professional services for County, and LSJA is willing to perform such services, on the terms described below. In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Term

A. ***Initial Term.*** The term for this Agreement will begin on the Effective Date and shall continue in force for 12 months (the “*Initial Term*”), unless earlier terminated by the terms of this agreement. The term of this Agreement may be extended beyond the Initial Term by mutual agreement of the Parties on such terms and conditions as the Parties may agree.

B. ***Termination.*** Either Party may terminate this Agreement upon giving the other Party thirty days prior written notice of such termination to the other Party.

2. Services

LSJA shall provide professional services to increase efficiencies and address best practices of the criminal courts in Williamson County (the “*Services*”) to the County. LSJA’s services shall be expressly limited to such Services and the advice given in connection therewith. County agrees to cooperate with LSJA in fulfilling those Services, including sharing data with LSJA necessary for LSJA to perform the Services.

3. Compensation

In connection with the Services, the County agrees to pay LSJA a fixed fee of \$85,000.

A. ***Payment for Services.*** This is a fixed fee contract. LSJA has set this fee based upon an evaluation of the Services and the expertise of LSJA staff in this area. The Fee covers all local travel, photocopying, supplies and other expenses related to the provision of Services, including those expenses related to the analysis of data as required for the provision of the Services. County agrees to pay the full fee amount as follows:

1. \$21,250.00 on February 1, 2019;
2. \$21,250.00 on April 1, 2019;
3. \$21,250.00 on July 15, 2019; and
4. \$21,250.00 one year from the Effective Date.

B. ***Expense Reimbursement for Out of State Travel.*** In the event that any out of state travel is requested or required by the County or the stakeholders of LSJA, LSJA may request

reimbursement for such travel expenses. In connection therewith, LSJA will provide the County with a written request for reimbursement (a “**Reimbursement Request**”) that shall include an invoice detailing the dollar amount requested for reimbursement and a written report explaining how the invoiced expenses pertain to the Services. If the County, in consultation with LSJA, agrees to pay such expenses, County shall promptly pay (and, in any event, within days 30 days) any properly submitted and completed Reimbursement Request provided by LSJA. Any expenses consented to by County hereunder must comply with the Williamson County Vendor Reimbursement Policy.

4. Confidentiality

Except as may be required by law or legal process, LSJA will keep (a) the terms and conditions of this Agreement and the terms and conditions of LSJA’s engagement by County and (b) LSJA records and reports provided to County or accessed by County in connection this Agreement, strictly confidential and such records and reports shall be subject to all applicable laws regarding confidentiality and privacy. The County and LSJA agree that County shall be the owner of any reports or records that it may provide to or prepare for County in connection with this Agreement.

5. Return of Materials

Upon the termination of this Agreement, each Party will immediately deliver to the other Party, and will not keep in such Party’s possession, recreate, or deliver to anyone else, any property, including any reports or records prepared or maintained in connection with this Agreement, of the other Party.

6. Reports

LSJA agrees that LSJA will periodically keep the County advised as to LSJA’s progress in performing the Services under this Agreement. LSJA further agrees that LSJA may, following reasonable consultation with County and LSJA’s stakeholders, prepare written reports with respect to such progress as may be mutually agreed by the Parties. The County and LSJA agree that the reasonable time expended in preparing any such written reports will be considered time devoted to the performance of the Services.

7. Independent Contractor; LSJA Expertise

A. **Independent Contractor.** It is the express intention of the County and LSJA that LSJA perform the Services as an independent contractor to the County. LSJA will perform the Services entirely independently. Nothing in this Agreement shall in any way be construed to constitute LSJA as an agent, employee or representative of the County. County shall have no right to control or direct the manner in which LSJA, or its employees, perform their duties and services under this Agreement. LSJA shall be responsible for maintaining LSJA’s own business records, including records of income and expenses relating to the performance of LSJA’s Services under this Agreement.

B. **LSJA Expertise.** In carrying out the services to be performed under this Agreement, LSJA and its employees shall use independent judgment consistent with their training, skill, and experience as persons with experience in the Services and LSJA’s and its employees’ services shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with that standard of care and skill ordinarily exercised by members of the profession doing similar services.

8. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HEREUNDER OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. Miscellaneous

A. **Good Faith Effort to Resolve Disputes; Mediation.** In the event of any dispute arising out of this Agreement, the Parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the Parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either Party may initiate the mediation process with 30 days' prior written notice to the other Party. The dispute shall be submitted to mediation in Williamson County, Texas. Costs of mediation shall be borne equally by the Parties. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse.

B. **Venue and Choice of Law.** This Agreement is made subject to the charter and ordinances of County, as same may be amended from time to time, and all applicable laws of the State of Texas and the federal government, as amended. This Agreement is performable in Williamson County, Texas, and, in the event a dispute cannot be resolved by the Parties, in accordance with Section 10(A) above, venue for any legal action under this Contract shall lie exclusively in the state and federal courts of Williamson County, Texas. In construing this Agreement, the laws and court decisions of the State of Texas without regard to choice of law decisions or laws shall control.

C. **Assignability.** There are no intended third-party beneficiaries to this Agreement. Neither Party may sell, assign or delegate any rights or obligations under this Agreement except by written consent.

D. **Entire Agreement.** This Agreement and the Exhibits attached hereto, if any, which are incorporated by reference and made a part of this Agreement for all purposes, constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties.

E. **Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

F. **Severability.** If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

G. **Modification, Waiver.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by either Party of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

H. **Professional Services.** The Services to be performed and provided under this Agreement constitute personal or professional services and, as such, the Williamson County Commissioners Court, on behalf of County, has, by order, granted an exemption of the procurement of the Services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

I. **Notices.** All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier date of the date actually received or the third day following deposit in a United States Postal Service post office or receptacle; with proper postage, certified mail return receipt requested; and addressed to the other Party at the address set out below or at such other address as the receiving Party designates by proper notice to the sending Party.

County:

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

With copy to:

Williamson County General Counsel's Office
710 Main Street, Suite 101
Georgetown, Texas 78626

LSJA:

Lone Star Justice Alliance
1411 West Avenue, Suite 200
Austin, Texas 78701
Attn: Elizabeth Henneke

J. **Signatures.** This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

(signature page follows)

EXECUTED by COUNTY and LONE STAR JUSTICE ALLIANCE, signing by and through their duly authorized officials and representatives to be effective as of the date of the last party's execution ("Effective Date").

COUNTY OF WILLIAMSON

BY _____

TITLE: _____

DATE: _____, 2018

LONE STAR JUSTICE ALLIANCE, INC.

Elizabeth Henneke

BY *Elizabeth A Henneke*

TITLE: *Executive Director*

DATE: *December 12*, 2018

Commissioners Court - Regular Session

64.

Meeting Date: 12/18/2018

1708-179 renewal 1 with Certified Payments for Electronic Payment Processing Services

Submitted For: Randy Barker

Submitted By: Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Electronic Payment Processing Services contract, 1708-179, for the same terms and conditions as the existing contract for the term of January 16, 2019 - January 15, 2020 with Certified Payments.

Background

Certified Payments was awarded this contract initially for 12 months from the date of award, with three (3) renewal options, each in 12 month increments. This is the first (1st) renewal option period. There is no funding source for this contract and all fees are paid by the customer.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1708-179 renewal 1 with Certified Payments

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Dianne West
Final Approval Date: 12/13/2018

Reviewed By

Kerstin Hancock
Wendy Coco

Date

12/13/2018 09:15 AM
12/13/2018 10:40 AM
Started On: 12/07/2018 04:47 PM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	Department:	County Treasurer
Vendor Name:	Accelerated Card Company , LLC d/b/a Certified Payments		
Vendor Address:	100 Throckmorton Street, Fort Worth, TX 76102		
Purpose/Intended Use of Product or Service (summary):			
Electronic Payment Processing Services			
P.O./Contract Number:	1708-179	Effective Date:	01/16/2019
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	01/15/2020
Requested By:	Scott Heselmeyer, County Treasurer		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none"> • Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract. • PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> - Completed Texas Form 1295; AND - Renewed Certificate of Insurance if it was required in bid/proposal • Extend Contract for the 1st of three (3), one (1) year renewal option periods: 			
Renewal Option Period 1		January 16, 2019 – January 15, 2020	
Initial Contract Period		January 16, 2018 – January 15, 2019	
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor <u>Certified Payments</u>		Williamson County, 710 Main St., Georgetown, TX 78626	
Name <u>Michael LoMurro</u>		Dan A. Gattis	
Title <u>President</u>		Williamson County Judge	
Signature		Signature _____	
Date <u>December 4, 2018</u>		Date _____	

Commissioners Court - Regular Session

65.

Meeting Date: 12/18/2018

ILA for Thorndale PD

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving an Interlocal Agreement between Williamson County Constable Pct. #4 and Thorndale PD for the sale of a Ballistic vest in the amount of \$100 and authorizing the execution of the agreement.

Background

A former employee of Constable #4, who now works for Thorndale PD, has asked to purchase his Ballistic vest from Constable #4. Ballistic vests are fitted to each officer and purchasing a new vest is not as cost effective as selling a current one that fits. After the purchase has been made, the county no longer assumes warranty for the vest. See attached ILA agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Attachment 1](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Jayme Jasso
Final Approval Date: 12/13/2018

Reviewed By

Kerstin Hancock
Wendy Coco

Date

12/13/2018 11:41 AM
12/13/2018 12:00 PM
Started On: 12/12/2018 02:41 PM

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF THORNDALE POLICE DEPARTMENT
AND WILLIAMSON COUNTY, TEXAS,
FOR SALE OF SURPLUS EQUIPMENT**

RECITAL

This agreement (“Agreement”) is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Thorndale, Texas** Police Department (hereinafter “City”), acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. Effective Date and Term

This Agreement 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 3 below.

2. Sale of Surplus Equipment

The County agrees to sell a used/surplus Second Chance Body Armor Vest Serial #20797571 (hereinafter “the equipment”) **AS IS** with no warranties of any kind to the City for the sum of \$100.00 made payable to “Williamson County” and paid pursuant the Texas Prompt Payment Act:

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 City receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to 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.

It is understood and agreed that City shall be responsible for pick up and transportation costs to receive the equipment.

3. Termination

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof prior to completion of the Agreement. In the event of termination, The City will remain liable for its pro rata share of services rendered and or goods actually received.

4. Notices

4.1. The Parties designate the following persons for receipt of notice:

If to Williamson County:

Name: Williamson County Constable Precinct 4
Address: 412 Vance St., #3
Taylor, TX 76574
Phone: (512) 352-4181
Email: brian.olson@wilco.org

If to City of Thorndale:

Name: Mark Birchard
Title: Chief of Police
Address: City of Thorndale Police Department
105 North Main Street
Thorndale, TX 76577
Phone: (512) 898-2822
Email: chief@cityofthorndaletx.org

4.2. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

5. Miscellaneous

5.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

- 5.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.
- 5.3. In case any one or more of the provisions contained in this Agreement 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 agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 5.4. The Parties mutually agree to act in good faith in the performance of this agreement.
- 5.5. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- 5.6. This agreement may not be assigned.

AGREED AND APPROVED:

WILLIAMSON COUNTY

By: _____
County Judge

Date: _____

CITY OF THORNDALE

By: *Kurt Kessler*
Authorized City Representative

Date: 12/11/2018

Commissioners Court - Regular Session

66.

Meeting Date: 12/18/2018

RFP 1812-284 Public Involvement for Infrastructure Projects

Submitted For: Randy Barker

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Public Involvement for Infrastructure Projects RFP# 1812-284.

Background

Williamson County is seeking proposals from parties interested in providing public involvement, information and education related to the implementation of Williamson County Infrastructure projects. The point of contact is Connie Odom. Funding may be for Road Bond contract, funding from Road Bond Sales. Other Non-Road Bond contract, funding from Road and Bridge

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1812-284 RFP Packet

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 12/13/2018

Reviewed By

Kerstin Hancock
Wendy Coco

Date

12/13/2018 11:51 AM
12/13/2018 12:00 PM
Started On: 12/13/2018 09:19 AM

Solicitation 1812-284

Public Involvement for Williamson County Infrastructure Projects

Bid Designation: Public



Williamson County, Texas

Bid 1812-284**Public Involvement for Williamson County Infrastructure Projects**

Bid Number 1812-284
 Bid Title Public Involvement for Williamson County Infrastructure Projects

Bid Start Date In Held
 Bid End Date Jan 17, 2019 3:00:00 PM CST
 Question & Answer End Date Jan 15, 2019 4:00:00 PM CST

Bid Contact Johnny Grimaldo
 Purchasing Specialist III
 512-943-1553
 johnny.grimaldo@wilco.org

Contract Duration 8 years
 Contract Renewal Not Applicable
 Prices Good for Not Applicable
 Pre-Bid Conference Jan 14, 2019 10:00:00 AM CST
Attendance is mandatory
 Location: 3151 S.E Inner Loop, Georgetown, TX 78626

Bid Comments **Williamson County is seeking propoals from parties interested in public involvement, information and education related to the implementation of Williamson County Infrastructure Projects.**

Item Response Form

Item 1812-284-01-01 - Please attach all documents to this line

Quantity 1 each

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description

Please attach all documents to this line



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1812-284

Public Involvement for Williamson County Infrastructure Projects

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Jan 17, 2019 3:00:00 PM CST**

**PROPOSAL WILL BE PUBLICLY OPENED:
Jan 17, 2019 3:00:00 PM CST**

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Proposal.

All electronic proposal must be submitted via: www.bidsync.com

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Respondents are strongly encouraged to carefully read this entire RFP.

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

- If mailed or delivered in person, Proposal and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this RFP, to:

Williamson County Purchasing Department
Attn: **PROPOSAL NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
 - Respondent should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
 - It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
 - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	<input style="width: 100%;" type="text"/>
Address of Respondent:	<input style="width: 100%;" type="text"/>
Email:	<input style="width: 100%;" type="text"/>
Telephone:	<input style="width: 100%;" type="text"/>
Printed Name of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>
Signature of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (Name of Signer), who after being by me duly sworn, did depose and say: "I, , (Name of Signer) am a duly authorized officer of/agent for (Name of Respondent) and have been duly authorized to execute the foregoing on behalf of the said (Name of Respondent).

SUBSCRIBED AND SWORN to before me by the above-named
 on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.



Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

- A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.
- B. The least amount of plastic/laminate or other non-recyclable binding materials.
- C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Table of Contents.
- C. Executive Summary. Please see Section 2.4, Executive Summary.
- D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)
- E. Price Sheet.
- F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.
- G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

- I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Proposal.
- B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.
- C. Place of incorporation or organization, if applicable.
- D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.
- E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.
- F. The Respondent's Federal Employer Identification Number.
- G. A commitment by the Respondent to provide the services required by the County;
- H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.
- I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

- A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

- B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.
- C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP.** Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or

- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Respondent must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she is not now, nor has been for the past six months, directly or indirectly concerned in any pool or agreement or combination, to control the price services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not submit a Proposal thereon. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

2.8 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.9 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business

arrangement with any employee, official or agent of the County.

2.10 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

- A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

3.8 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.9 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.10 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.11 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any

manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.12 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. The RFP and its Addenda (if applicable); and
2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. The terms and conditions of the Ensuing Agreement;
2. The RFP and its Addenda; and
3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTIALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 South Austin Avenue
GEORGETOWN, TEXAS 78626

<https://www.bidsync.com>

REQUEST FOR PROPOSAL (RFP)

Public Involvement for Williamson County Infrastructure Projects

RFP# 1812-284

RFP SUBMITTALS TO BE RECEIVED ON OR BEFORE:
3:00 PM CST on Thursday, January 17, 2019

Special Note:

This RFP includes a Mandatory Pre-RFP meeting To be held Monday, January 14, 2019 at 10:00 am CST at Williamson County Central Maintenance Facility located at 3151 South East Inner Loop, Georgetown, Texas.

General Statement of Request

Williamson County is seeking proposals from parties interested in providing public involvement, information and education related to the implementation of Williamson County Infrastructure projects.

Proposals shall be received electronically through [bidsync.com](https://www.bidsync.com). or received physically at Williamson County Purchasing Department, 901 S. Austin Avenue, Georgetown, TX 78626 by 3:00 PM CST on Thursday, January 14, 2019.

If hard copies are submitted, submit seven (7) individually bound copies of the respondent's/team's response (1 original and 6 copies), and one PDF file of the proposal on USB flash drive. The response should be marked "original" or "copy".

All non-electronic responses submitted must be submitted in a sealed envelope or box. The Request for Proposals (RFP) name, number, and recognition date should be clearly marked on the outside. If an overnight delivery service is used, the RFP name, number, and recognition date should be clearly marked on the outside of the delivery service envelope. RFP responses are to be addressed to **Williamson County Purchasing Department, Attn: RFP# 1812-284** Public Involvement for Williamson County Infrastructure Projects.

Mandatory Pre-RFP Meeting

All respondents submitting to this RFP must attend in-person the Pre-RFP Meeting at **10:00am CST on January 14, 2019**, at the Central Maintenance Facility located at 3151 South East Inner Loop, Georgetown, Texas. At that time, respondents will be able to find out more about the project and ask any questions in reference to the project and/or RFP. **No phone conference attendance will be allowed.**

A sign in form will be provided **before** the meeting begins to document attendance; it is Williamson County's recommendation for interested firms to arrive 10 minutes early so there will be sufficient time to sign the attendance form. It is the responsibility of the attendee to sign in legibly in order to be eligible to respond to the RFP.

If a respondent submits to the RFP, but does not attend the Pre-RFP Meeting and sign in, their submittal will not be accepted for evaluation.

GENERAL SPECIFICATIONS

SCOPE OF WORK Responding to the RFP allows vendors to provide public involvement services on a project-by-project basis. If team proposals are submitted, the selected prime provider must perform a minimum of 40% of the actual contract work. The Scope of Services includes, but is not limited to:

* Maintain project-specific stakeholder contact database, including but not limited to:

Businesses

Chambers of Commerce and economic development groups

Residents and/or neighborhood associations

MUD's

Schools

Hospitals

City or other governmental entity Staff

Others as determined appropriate

* Coordinate with the project team regarding project development and construction management, and stakeholder notification needs.

* Prepare and distribute regular project updates to stakeholder contact databases.

* Prepare and distribute project-specific stakeholder information packets in-person, electronically and/or by the U.S. Postal Service mail. Information packets would include but not limited to:

Fact sheets

FAQ's Mapping exhibits (aerial, where available)

- * Provide project update and stakeholder information packet information for inclusion into existing organization newsletters and member communications.
- * Develop, in cooperation with County's Public Affairs Manager, project specific website pages to be posted to the County's website, road bond website or specific project site.
- * Develop and monitor telephone hotline and email-based project information systems or respond to questions or requests from these sources.
- * Develop and make presentation to various organizations (e.g., HOA's, PTA's, etc.) as directed by project team.
- * Prepare and conduct public meetings and open houses.
- * Prepare and conduct public hearings.

Weighted Evaluation Criteria

The Request for Proposal will be based on both price and qualifications. The "best value proposal" will be ranked according to the criteria below.

Responses will be evaluated by using the following criteria:

1. Experience of proposed Project Manager – 20 possible points
2. Experience of proposed Key Personnel including Sub-Consultants - 40 possible points
3. Availability of Project Manager and Staff including Sub-Consultants – 15 possible points
4. Quality and sufficiency of work product listed under Item 6 of Proposal – 15 possible points
5. References – 10 possible points
6. Cost Proposal – 25 possible points

Selection Process

Respondents are advised that the selection committee, at its option, may recommend a contract strictly on the basis of the initial proposal and/or may have interviews with some or all of the respondents to determine its final recommendation. Interviews, if held, are tentatively scheduled for January 31, 2019. The selection committee will present its recommendation to the Williamson County Commissioners Court for approval.

Compensation Information & Fees

Fee negotiations will be initiated once the top respondent is selected. If negotiations for acceptable fees are not successful, negotiations will be ended formally and another respondent will be selected and negotiations will be initiated with the second respondent. The contract award will be made by the Williamson County Commissioners' Court.

Proposal Format and Due Date

Please be succinct and respond to each criterion listed in the Evaluation Criteria section of the RFP. A page shall be considered as a single side of an 8.5 inch by 11 inch page. Minimum font size for text is 12-pitch except on exhibits where a minimum font size of 8 is permissible. Respond in the order the evaluation criteria is listed in the RFP.

The Proposal shall contain:

Item 1 A transmittal letter (one page maximum) which includes the following:

- a). Name, physical address, email address and telephone number of the proposed Project Manager.
- b). Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.).
- c). Place of incorporation or organization, if applicable.
- d). The Respondent's Federal Employer Identification Number.
- e). A commitment by the Respondent to provide the services required by Williamson County.
- f). A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Williamson County (Any Proposal containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive).
- g). The transmittal letter, shall be signed by an individual who is authorized to bind the Respondent contractually. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to contract award.

Item 2 An organizational chart showing all proposed key Staff including Sub-Consultants (maximum one page).

Item 3 Response to evaluation criteria (1) experience of proposed Project Manager (maximum of one page).

Item 4 Response to evaluation criteria (2) experience of key personal including Sub-Consultants (maximum of one page).

Item 5 Response to evaluation criteria (3) Availability of Project Manager and Staff including Sub-Consultants.

Item 6 Work Product: Please supply a sample of all work product created by your company or your subcontractor for a single project open house or public meeting that is similar in size and scope to a county corridor project open house. Corridor project open houses have 200 to 500 people in attendance and are an open format meeting over a two-hour time period. Work product might include all open house materials, presentation materials, hand-outs, fact sheets, FAQs, advertising, postcards, emails, media releases, social media post language, room set-up diagrams, etc. Please label each piece. Submitting work product related to more than one project may constitute rounds for considering the entire proposal non responsive.

(no page limit).

Item 7 References: Provide contact email and telephone number for client reference for three similar projects. All projects must be have occurred in the last five years.

Item 8 Proposed rate schedules for calendar year 2019 showing proposed billing rates including overhead and profit for the Project Manager and Key Staff including Sub-Consultants. (no page limit)

Item 9 Completed cost proposal.

Item 10 Conflict of Interest Questionnaire

Item 11 Proposal Affidavit and Agenda Acknowledgement

Item 12 Cooperative purchasing program (form this is an optional submission)

When the evaluation process is completed and the successful Respondent is determined, award of contract will be made. The successful Respondent shall be required to execute a formal contract/agreement at Williamson County's offices in Georgetown, Texas within ten (10) days after being notified in writing of the selection. Williamson County's required form of Agreement for Services may be obtained by going to <http://www.bidsync.com> or by requesting a copy from the Williamson County Purchasing Department by email at purchase@wilco.org. The only anticipated changes to the Agreement will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. Because the signed Agreement will be substantively and substantially derived from the said agreement, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the said Agreement **before** submitting a response to this RFP. Again, the Agreement contains important legal provisions and is considered part and parcel of this RFP. Failure or refusal to sign aforesaid agreement shall be grounds for Williamson County to revoke any selection of the respondent, forfeit of such respondent's bid security, if applicable, and force the selection of another respondent.

Questions Concerning this RFP

All questions concerning this RFP shall be entered through bidsync.com or emailed to johnny.grimaldo@wilco.org cc: purchase@wilco.org with "RFP# 1812-284 Williamson County" in the subject line.

Responses to questions will be posted on the purchasing website: <http://www.bidsync.com>

Questions will be accepted **until 4:00pm CST on January 14, 2019**.

Late Submissions

Qualifications received after the submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

Respondent's Acceptance

By submitting a response to this RFP, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Texas Public Information Act

Williamson County considers all information, documentation and other materials submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.

Commitment

Respondent understands and agrees that this RFP is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this RFP. Respondent acknowledges and understands that the Commissioners Court of Williamson County, Texas, reserves the right to refuse to award a contract for any or all services covered in this RFP. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

Williamson County Conflict of Interest Statement

Williamson County, Texas

Bid 1812-284

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responder's awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest. **A blank copy of this affidavit can be found on the following page of this RFP package. Respondents should complete this form and submit it as a part of their Proposal response to this RFP.**



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006, regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:
Name of Company:
Date:
Signature of person submitting form:

Notarized:

Sworn and subscribed before me
By: _____
On: _____ (date)

Williamson County Purchasing

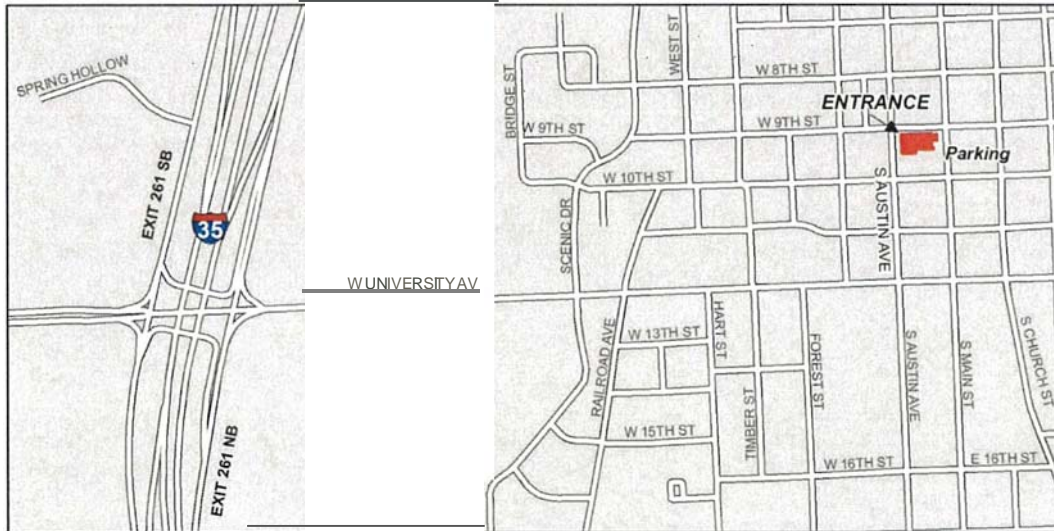
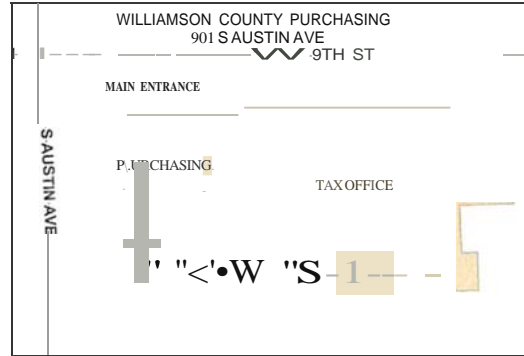
Address:

901 S Austin Ave
Georgetown, TX 78626

Directions:

From South (Austin, Round Rock)
Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901S AUSTIN AVE is on the right

From North (Jarrell,Georgetown)
Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901S AUSTIN AVE is on the right





Cost Proposal

1. Hourly rate of Project Manager

_____ X 10 hours = \$ _____

2. Average hourly rate of all Key Staff shown on rate sheet

_____ X 100 hours = \$ _____

Total Cost for Evaluation: \$ _____

Note all individuals shown on the rate sheets other than the Project Manager are considered Key Staff for the purposes of the average calculation to be used in line 2 above.



Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

1.2 Price Proposal

The Respondent must utilize the price sheet form as provided in the Appendix A which will be attached to this RFP. The Price Proposal should be included in each copy of the Proposal if submitted in paper form.

Note: Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at the County's sole discretion, result in the Respondent's disqualification.

1.3 Proposal Evaluation and Selection

1.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFP.

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character,

responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information.”

1.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Respondent's Proposal.

1.3.3 Mandatory Criteria

Minimum requirements must be passed in order to be considered for scoring as described in section 1.3.4

1.3.4 Graded Evaluation Factors

The following graded evaluation factors will be used to determine how well a Respondent(s) meet(s) the desired performance.

1.3.5 Interviews

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer will be required from all Respondents scheduled for interviews, twenty-four (24) hours prior to scheduled interview.

1.3.6 Additional Evaluation Information

The County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and

expectations for satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. The Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

1.4 Technical Contact

Connie Odom, Public Affairs Manager, Williamson County, 710 South Main St, Georgetown, TX shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

1.5 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of 8 years, beginning on the date the RFP is awarded by the Commissioners' Court.

1.6 Insurance Requirements

By signing its Bid, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent 's cost, insurance in accordance with this provision. Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following Location and should include the RFP number and description:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

Successful Respondent must comply with the following insurance requirements at all times during this Contract:

- A. Coverage Limits.** Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s) is in effect the following insurance:
1. Worker's Compensation in accordance with statutory requirements.
 2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
 3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
 4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.
- B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.
- C. Premiums and Deductible.** Successful Respondent shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over \$50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.
- D. Commencement of Work.** Successful Respondent shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Respondent shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent hereunder.
- E. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.
- F. Certification of Coverage.** Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within**

twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

- G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.
- H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.

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

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

Williamson County Purchasing Department
901 S Austin Ave
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.
- J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Successful Respondent shall be borne solely by Successful Respondent, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

1.7 Tentative Schedule

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP released in BidSync	December 18, 2018	
Deadline for RFP questions	January 15, 2019	4:00PM
RFP final responses due	January 17, 2019	3:00PM

Question and Answers for Bid #1812-284 - Public Involvement for Williamson County Infrastructure Projects

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session

67.

Meeting Date: 12/18/2018

Authorize issuing IFB 1812-282 Seward Junction Improvements

Submitted For: Randy Barker

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Seward Junction Improvements, under IFB # 1812-282.

Background

Williamson County is seeking qualified contractors to construct new roadway consisting of grading, flexible base, asphalt pavement, drainage, signals, signing, concrete culverts, erosion control, and pavement markings. Water line relocation, wastewater line relocation, and water quality pond improvements also included. Estimated time of completion 540 days to substantial completion, and 45 calendar days to final completion, with an estimated cost of \$12,500,000.00. HNTB is the point of Contact and P271 and P74 will be utilized.

Fiscal Impact

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

Attachments

1812-282 Publication

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 12/13/2018

Reviewed By

Kerstin Hancock
Wendy Coco

Date

12/13/2018 11:52 AM
12/13/2018 12:00 PM
Started On: 12/13/2018 09:37 AM



WILLIAMSON COUNTY PURCHASING DEPARTMENT
901 S. AUSTIN AVE.
GEORGETOWN, TX 78626

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

SOLICITATION WORKSHEET

Revised 1/2018

1. Statement of Work

2. Specifications Submitted in Word Format (Attach as a Separate File)

3. Construction / Public Works Contract

a. Name of Engineer or A/W Firm

b. Substantial Completion in Days

c. Final Completion in Days

d. Liquidated Damages (Per Day) \$

4. Contract Administrator

5. Bonds Recommended by Contract Administrator (Check Those That Apply & Provide Limits & Details Need)

Performance Bond

Payment Bond

Warranty Bond (Check One)

1 Year

2 Year

Bid Bond (5% of Bid Amount)

6. Weighted Evaluation Criteria Submitted in Word Format (Attach as a Separate File)

7. Evaluation Committee Members (Include Name, Department, Phone, & Email) (Attach as a Separate File)

8. Funding Source _____ **Was this budgeted** Yes No

Commissioners Court - Regular Session

68.

Meeting Date: 12/18/2018

Authorize Purchasing of Presidio Equipment through TIPS Purchasing Cooperative

Submitted For: Randy Barker

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Price Quotation # 2003118813257-01 between Presidio Network Solutions Group, LLC and Williamson County for computer equipment in the amount of \$131,500.00 pursuant to TIPS contract # 180501 and authorizing the purchase.

Background

This is to provide Isilon Expansion Nodes-36 months through the TIPS Contract #180501. Richard Semple is the point of contact for this transaction. This expenditure will be charged to 0100-0503-005740. Funding was approved in the FY2019

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Presidio Quote

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 12/13/2018

Reviewed By

Kerstin Hancock
Wendy Coco

Date

12/13/2018 11:50 AM
12/13/2018 12:00 PM
Started On: 12/13/2018 09:42 AM

TO:
 Williamson County
 Richard Semple
 301 SE Inner Loop
 Suite 106
 Georgetown, TX 78626

 rsemple@wilco.org
 (p) 512-943-1489

FROM:
 Presidio Networked Solutions Group, LLC
 Brett Marlier
 10415 Morado Circle
 The Campus Building 1
 Suite 320
 Austin, TX 78759

 bmarlier@presidio.com
 (p) 512.961.3958

Customer#: WILLI035
Account Manager: Brett Marlier
Inside Sales Rep: Greg Hubbard
Title: Isilon Expansion Nodes - 36 Months

Contract Vehicle: TIPS Networking Equip, Software & Services 180501

#	Part #	Description	Unit Price	Qty	Ext Price
Primary					
1	PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	\$0.00	1	\$0.00
2	800-0091	Node Pair Shipping Kit Gen6	\$94.75	1	\$94.75
3	851-0296	Transceivers/Optic/SFP+/SR/10GbE/2 GEN6	\$71.51	2	\$143.02
4	800-0078	PWCRD KIT for Gen6 Normal Chassis	\$8.90	1	\$8.90
5	IA200-8T-400G	A200-2.2GHZ/2C/16G+15x8TB SAT/400GB	\$10,171.37	2	\$20,342.74
6	IBEIO-10GBE	2x10GbE (SFP+)Back End	\$294.15	2	\$588.30
7	IFEIO-10GBE-B	2x10GbE (SFP+) L/M	\$86.20	2	\$172.40
8	851-0263	CABLE ETHERNET 10G PASS SFP+ 3M	\$58.37	4	\$233.48
9	M-PSM-HW-I-002	PROSUPPORT W/MISSION CRITICAL-HARDWARE	\$7,597.49	1 for 36 mo(s)	\$7,597.49
10	458-001-863	ONEFS PRODUCT	\$0.00	1	\$0.00
11	456-111-837	OneFS Base License Tier 4=ID	\$3,156.61	2	\$6,313.22
12	456-111-841	OneFS Capacity License Tier 4 =CB	\$35.36	240	\$8,486.40
13	M-PSM-SW-I-002	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$5,327.28	1 for 36 mo(s)	\$5,327.28
14	458-001-963	Enterprise Bundle Capacity T4 Per TB=CB	\$17.39	240	\$4,173.60
15	M-PSM-SW-I-002	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$2,254.40	1 for 36 mo(s)	\$2,254.40
16	458-001-962	Enterprise Bundle Tier 4=ID	\$827.93	2	\$1,655.86
17	M-PSM-SW-I-002	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$894.35	1 for 36 mo(s)	\$894.35
18	458-001-944	SYNCIQ	\$0.00	1	\$0.00
19	456-112-023	SyncIQ Base License Tier 4=ID	\$460.74	2	\$921.48
20	456-112-027	SyncIQ Capacity License Tier 4 =CB	\$9.66	240	\$2,318.40
21	M-PSM-SW-I-002	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$1,749.86	1 for 36 mo(s)	\$1,749.86
22	EGL-ENT-NODE-LIC	SEL EYEGLASS DR MANAGER Enterprise VAPP	\$444.47	2	\$888.94

23	EGL-ENT-NODE-5Y	SEL MAINT EYEGLASS DR MANAGER Ent 5YR	\$827.00	2 for 36 mo(s)	\$1,654.00
				Total (Primary):	\$65,818.87
DR					
24	PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	\$0.00	1	\$0.00
25	800-0091	Node Pair Shipping Kit Gen6	\$80.24	1	\$80.24
26	851-0296	Transceivers/Optic/SFP+/SR/10GbE/2 GEN6	\$71.37	2	\$142.74
27	800-0078	PWCRD KIT for Gen6 Normal Chassis	\$8.87	1	\$8.87
28	IA200-8T-400G	A200-2.2GHZ/2C/16G+15x8TB SAT/400GB	\$10,151.97	2	\$20,303.94
29	IBEIO-10GBE	2x10GbE (SFP+)Back End	\$293.59	2	\$587.18
30	IFEIO-10GBE-B	2x10GbE (SFP+) L/M	\$86.04	2	\$172.08
31	851-0263	CABLE ETHERNET 10G PASS SFP+ 3M	\$58.26	4	\$233.04
32	M-PSM-HW-I-002	PROSUPPORT W/MISSION CRITICAL-HARDWARE	\$7,582.58	1 for 36 mo(s)	\$7,582.58
33	458-001-863	ONEFS PRODUCT	\$0.00	1	\$0.00
34	456-111-837	OneFS Base License Tier 4=ID	\$3,150.59	2	\$6,301.18
35	456-111-841	OneFS Capacity License Tier 4 =CB	\$35.28	240	\$8,467.20
36	M-PSM-SW-I-002	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$5,317.34	1 for 36 mo(s)	\$5,317.34
37	458-001-963	Enterprise Bundle Capacity T4 Per TB=CB	\$17.37	240	\$4,168.80
38	M-PSM-SW-I-002	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$2,249.89	1 for 36 mo(s)	\$2,249.89
39	458-001-962	Enterprise Bundle Tier 4=ID	\$826.36	2	\$1,652.72
40	M-PSM-SW-I-002	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$892.55	1 for 36 mo(s)	\$892.55
41	458-001-944	SYNCIQ	\$0.00	1	\$0.00
42	456-112-023	SyncIQ Base License Tier 4=ID	\$459.86	2	\$919.72
43	456-112-027	SyncIQ Capacity License Tier 4 =CB	\$9.65	240	\$2,316.00
44	M-PSM-SW-I-002	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	\$1,746.70	1 for 36 mo(s)	\$1,746.70
45	EGL-ENT-NODE-LIC	SEL EYEGLASS DR MANAGER Enterprise VAPP	\$443.11	2	\$886.22
46	EGL-ENT-NODE-5Y	SEL MAINT EYEGLASS DR MANAGER Ent 5YR	\$826.07	2 for 36 mo(s)	\$1,652.14
				Total (DR):	\$65,681.13

		Sub Total:	\$131,500.00
		Grand Total:	\$131,500.00

The quote is governed by TIPS Contract Number 180501
Standard-Terms-for-Purchase-of-Services-or-Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability

Pursuant to this contract your PO must reflect the following TIPS Contract Number 180501

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

Commissioners Court - Regular Session

69.

Meeting Date: 12/18/2018

Agreement for Emergency Repair Underground Fire Sprinkler System Burst

Submitted For: Randy Barker

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying service agreement in the amount of \$12,866.51 between Texas Fire Suppression, INC and Williamson County for Emergency Repair of Underground Fire System for the Central Texas Treatment Center, exempting this purchase agreement from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024.(a)(3), and authorizing the execution of the agreement.

Background

This agenda item serves as the formal approval and exemption of this purchase. We had an emergency repair at the Central Texas Treatment Center regarding the fire sprinkler system which included Underground insulation. Contact for this service is Jeff Hancock in Facilities. Funding: 0100.1042.004510

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Agreement with Texas Fire Suppression](#)

[Texas Fire Suppression Invoice](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 12/13/2018

Reviewed By

Kerstin Hancock
Wendy Coco

Date

12/13/2018 11:50 AM
12/13/2018 12:00 PM
Started On: 12/13/2018 10:06 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
FIRE SPRINKLER SYSTEM
MAINTENANCE**

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 **Texas Fire Suppression, Inc., (hereinafter “Service Provider”)**, 100 B Don Currie Dr., Jarrell, TX 76537 (ph. 512-598-3959). 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/Proposal, dated November 30, 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 \$12,866.51.**

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/Proposal, dated November 30, 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:

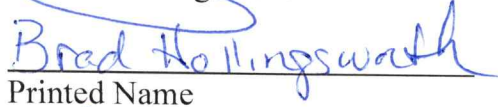
SERVICE PROVIDER:

Authorized Signature



Authorized Signature

Printed Name



Printed Name

Date: _____, 2018

Date: Dec. 12, 2018

Exhibit(s)
Statement of Work/Proposal dated November 30, 2018



Texas Fire Suppression, Inc.

100 B Don Currie Dr.
Jarrell, TX 76537

P: (512) 598-3959 bhollingsworth@texasfsi.com

F: (512) 598-3961 www.texasfsi.com

Invoice

Invoice #	Date
9641	11/30/2018

Bill To
Williamson County Facilities Maintenance 3101 S.E. Inner Loop Georgetown, TX 78626

Job Name / Address
Central Texas Treatment Center 601 N. Alligator Rd. Granger, TX 76530

Terms	Due Date	Work Order #	P.O. #	Project / Job Name
Net 30	12/30/2018	3266	Emergency	Underground Leak
Description	Quantity	U/M	Rate	Amount
Fire Sprinkler System Service Labor	78	hr	85.00	6,630.00T
Fire Sprinkler System Service Labor After Hours	10	hr	120.00	1,200.00T
Backhoe, Bucket, Breaker	1		3,440.89	3,440.89T
Fire Sprinkler System Materials	1	ea	1,389.71	1,389.71T
Underground Insulation	1	ea	98.47	98.47T
Backfill Dirt	1	ea	107.44	107.44T
Thank you for your prompt payment. We appreciate your business.			Subtotal	\$12,866.51
All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower.			Sales Tax (0.0%)	\$0.00
			Total	\$12,866.51

Commissioners Court - Regular Session

70.

Meeting Date: 12/18/2018

Approving Service Contract Georgetown Annex Move

Submitted For: Randy Barker

Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Move Solutions, Ltd. to provide office relocation services related to the Georgetown Annex Project in the amount of \$28,946.95 per the terms and conditions of BuyBoard Contract #559-18 and authorizing execution of the agreement.

Background

This contract is to provide office relocation services for departments moving to the new Georgetown Annex. Point of contact is Dale Butler. Funding source P325.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Service Agreement

Quote

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 12/13/2018

Reviewed By

Kerstin Hancock
Wendy Coco

Date

12/13/2018 11:50 AM
12/13/2018 12:00 PM
Started On: 12/13/2018 10:26 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
MOVING SERVICES
FOR GEORGETOWN ANNEX
(100 Wilco Way)
(BuyBoard #559-18)**

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 **Move Solutions, Ltd., (hereinafter “Service Provider”)**, 4101 Smith School Rd., Bldg 3-200, Austin, TX 78744 (ph. 512-326-1711). 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/Proposal, dated December 3, 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 \$28,946.95.**

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/Proposal, dated December 3, 2018, which is incorporated herein as if copied in full;**
- B. **BuyBoard #559-18; and**
- C. **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

Charlee Williams

Authorized Signature

Printed Name

Charlee Williams

Printed Name

Date: _____, 2018

Date: December 13, 2018

Exhibit(s)
Statement of Work/Proposal dated December 3, 2018

Service Value Proposal to Williamson County



Presented by:

Charlee Williams

Account Manager / Move Solutions, Ltd.
4101 Smith School Rd., Bldg 3-200 / Austin, TX 78744
Office: 512-326-1711 / Cell: 512-784-0693
cwilliams@tospartners.com

move solutions

office moving + stack-n-pack crate system + tech moves



Williamson County

MSL AM:Charlee Williams O:(512) 326-1711 C:(512) 784-0693 E:cwilliams@tospartners.com

Appvd: CW

Customer Working Contact Information & Mailing Address

Name: Dale Butler - Facilities Manager	Address: 3101 Southeast Inner Loop
Phone: (512) 943-1609	Address 2:
Cell: (512) 658-3925 Fax:	City, St, Zip: Georgetown, TX 78626
Email: dbutler@wilco.org	

Proposal Scope Of Work

Relocation of 7 Departments to New Annex Building at 100 Wilco Way in Georgetown (move to take place over 4 days)
 - Ag & Vets 3151 SE Innerloop
 - Commissioner 3010 Williams Dr and Purchasing 901 S Austin Ave
 - HR, Constable & JP 301 SE Innerloop (2 days)
 Move all labeled crates, computer equipment, furniture, and contents to 100 Wilco Way in Georgetown.
 BuyBoard #559-18
 Project Manager for duration of project.
 One-time delivery/14 day rental/one-time pick up of (632) crates.
 All materials/equipment necessary to complete relocation successfully.
 Property protection to be laid per building management requirements.
 Client to pack/unpack all contents.
 Client to de/reinstall all electronics.

Proposal Quotation

Project Management	\$550.00
Materials	\$5,749.56
Ag & Vets Relocation	\$4,961.27
Commissioner & Purchasing Relocation	\$4,998.57
HR, Constable, & JP Relocation	\$12,042.95

Proposal Subtotal: \$28,302.35

Estimated Project Start Date: 1/21/2019

Proposal Type: Firm Fixed Bid



Consumables - 1%: \$0.00

Fuel Surcharge: \$644.60

Sales Tax (for Materials / Materials Delivery): \$0.00

Proposal Total: \$28,946.95

MSL Maximum Limited Liability for damaged items is \$.60 per Lb. per item unless higher limits are requested.

Payment Terms

Terms: 0% Deposit 0% Job Start 100% Due Net 30 Days

Agreed Form of Payment: Business Check

Terms Acknowledgement: Client Initials: _____ Date: _____

Preferred Invoice Delivery Method: Email

Other Than Government Entities, All Pricing is Cash Discount Pricing. If paying by Credit card, please add 3% to the price.

Customer Payable Contact Information & Mailing Address

Name: Dale Butler - Facilities Manager	Address: 3101 Southeast Inner Loop
Phone: (512) 943-1609	Address 2:
Cell: (512) 658-3925 Fax:	City, St, Zip: Georgetown, TX 78626
Email: dbutler@wilco.org	

Four hour crew and resource minimum charge.
 Billable time includes all travel time from MSL and back to MSL.

Proposal is good for 30 days from 12/5/2018.
 Buy Board Contract Number: 559-18

Customer Proposal Acceptance

With my signature I confirm the Proposal Scope of Work and accept the Proposal Quotation detailed above. All amounts not paid on or before thirty (30) days from the receipt of invoice shall accrue interest of (18%) per annum. I warrant that I am authorized to commit the Company named above to payment of the MSL charges resulting from the Scope of Work described above and for any additional activities requested while performing this Scope of Work. I have read, understood, and agree to the attached Move Solutions, Ltd. (MSL) Proposal Terms and Conditions and have initialed the terms and conditions page.

Authorized Signature: _____ **Phone:** () _____

Printed Name & Title: _____ **Date:** _____

The attached Move Solutions, Ltd. Terms and Conditions must be initialed and returned with the Proposal.

Agreement Between Parties

This agreement, its attached Proposal, and any change orders that may result, constitute the entire agreement between Move Solutions, Ltd. (MSL hereafter) and the Customer and no other representations or statements will be binding upon those parties. If any part of this agreement is found to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect.

Plans / Drawings

If applicable Customer is to provide accurate, dimensioned floor plans, installation plans, etc. of the destination space to MSL in a timely manner prior to the provision of MSL Scope Of Work (SOW hereafter) services.

Customer Coordination Personnel

Customer is to assign Coordination Personnel to be present during SOW activities. MSL is not responsible for any cost of Customer's employees, representatives, loss of market, loss of use, or the employees, vehicles, and/or equipment of any other vendor that Customer may hire in any event.

Worksite, Dock, and Elevator Access

Customer is to ensure reasonable, unrestricted access to all facilities required to complete the SOW activities and/or to make needed post SOW repairs. MSL is not responsible for dock, elevator use, elevator operator, elevator mechanic, or elevator top/bottom car fees in any event.

Additionally Billable Events

Billable events outside of the SOW may include, but are not limited to, Customer's failure to perform certain agreed or assumed tasks by the times and dates agreed, incomplete destination finishout, inadequate space planning, missing parts, delay from elevator or power failure, weather delay, significant traffic delay, worksite obstruction from Customer assets or personnel, services or materials requested by Customer representatives outside of the SOW or signed change orders, debris, the presence of other Contractors, or requests to store or dispose of excess furniture or goods.

Schedule Cancellation, Rescheduling

In the event Customer cancels or reschedules either the entire "SOW" schedule, or a planned work activity phase of six or more MSL employees, within six business days of the scheduled start time of such activity, Customer agrees to pay MSL a "Loss of Revenue" rescheduling fee equal to twenty-five percent of the estimated MSL service charge for that planned work activity.

MSL Option to Repair

Customer grants MSL the option to repair any damage that in MSL's opinion is repairable. Successful repair is defined as returning the damaged item or area to its pre-move condition. At MSL's option, or in the event Customer unreasonably disapproves MSL's repair of the item or area, MSL reserves the right to "cash out" claimed damages within the limit of liability chosen by Customer, or to submit a claim to MSL's insurance provider.

Damage Reporting / Withholding

Damages which Customer may claim related to MSL services must be reported to MSL via written correspondence within six business days of the MSL service claimed to have caused the damage(s). Customer agrees not to hold MSL liable for any type of damage based on a "pro-rata" distribution of fault among multiple Vendors. In the event of damage, Customer agrees not to withhold all or any part of Move Solutions, Ltd.'s invoice(s) for services beyond the agreed payment term. Withholding payment beyond the agreement terms shall void all MSL warranties or repair liability.

Customer Packed Containers / Keys

MSL is not liable for damage or loss to contents of Customer packed containers, employee personally owned items, damage to file cabinets moved loaded, or for keys in locks which become lost or broken.

Marble, Granite, etc.

All stone items, such as marble granite, etc. are fragile and not meant to be moved frequently. Even with extreme caution there is risk of damage. Due to this circumstance MSL has no liability to damage to these items during the moving process.

Water Hookups / Plants

MSL is never responsible for water hookups, plant damage or plant health.

Electronic or Mechanical Equipment

Customer is responsible for correct copier and/or equipment move preparation. Copiers must be prepared for moving by Customer's service provider. Should there be clear evidence of external or internal physical damage resulting from MSL's negligence, MSL shall be liable for resulting physical and functional repair in limits per the damage reimbursement selected by the Customer. Should the equipment exhibit only a functional failure, such failure shall constitute "coincidental failure" for which Customer agrees MSL shall have no liability.

Contractor Billings

MSL will not be liable, including by offset or deduction, for other contractor repair expense without MSL's prior written consent.

Security, Missing Items

Customer is to provide all security it desires at all times. Absent proof of an MSL employee's involvement in a theft during a scheduled work activity, Customer releases MSL from all liability for missing items, including but not limited to, pens, PID's, purses and/or their contents including cash or checks, mobile phones, or laptop computers.

Move Solutions, LTD.

Client Security and Packing Requirements

WORKPLACE SECURITY: Many trades, employees, workers are on site during a move. Take theft prone items such as money, cell phones, laptops, pens, purses, business checks, home or keep them in your direct physical possession at all times. Secure business check stock. Be vigilant!

WORKPLACE SAFETY: If you see anybody unusual, or workers in areas they are not to be in, report them to a TOS Supervisor or Security immediately. TOS Masonite floor protection can be a tripping hazard! Be vigilant where you walk and do not wear sandals. Do NOT help the movers. For everyone's safety, NO alcohol or children are allowed on site during the move. MSL Supervision will ask you to remove them from the site once. If you refuse, MSL will leave the worksite.

CONTENTS AND ITEM PURGING: Dispose of all unwanted or unneeded office contents or objects BEFORE THE MOVE!

FRAGILE OR HIGH VALUE ITEMS: Use correct packing materials when packing fragile/high value items, marking the Crate Box 'FRAGILE' on all sides. Notify the TOS Supervisor of all Fragile/High Value items.

PERSONAL ITEMS: Employees should take ALL personal items home prior to the move. TOS is not responsible for claimed

MOVING LABEL USE / DAMAGE: Securely place correctly colored and marked move labels on every item moving. Unlabeled

WORKPLACE SECURITY: Use a magic marker/sharpie to mark them. DO NOT place labels on gilded/fragile surfaces, oil paintings, canvas, paper, or leather surfaces. CAREFULLY REMOVE move labels after the relocation. REMOVE ALL CRATE LABELS prior to taking them to the pickup point.

PACKING CRATES: Pack all crates fully, allowing the top to be closed flat. Place desk drawer items in sealed envelopes in Crates. Pack carefully. TOS is not responsible for customer packed containers of any kind.

PLANTS: TOS will relocate client owned plants and their containers without liability for either. If moving, do not water plants for three days prior to moving them.

FILING / SUPPLY CABINETS: Leave vertical file cabinets loaded unless they are to be stair carried. Unload and pack lateral file cabinets. TOS is not responsible for lateral file cabinet damage that are moved loaded. Move all file drawer pressure plates to their maximum forward position. Pack storage cabinet contents, tape loose shelves together in the bottom of the cabinet. Lock the cabinets and place the key in an envelope in a crate, otherwise tape the cabinet doors shut.

EQUIPMENT/PC'S/COPIERS/PRINTERS/MAIL MACHINES: Securely Label each separate piece of equipment. Have your equipment service provider prep/service each piece of equipment for the move or TOS will reluctantly move it with no liability damage. All printer and copier toner must be prepped and sealed. TOS IS NOT RESPONSIBLE FOR TONER SPILLS from moving equipment! Separate all sorters from copiers.

PICTURES/DIPLOMAS/MAPS: Securely wrap and pack all small pictures, diplomas, etc. Do not place them just under the top of the packed crate. Take wall hung diplomas, photos, personal artwork home.

HAZARDOUS MATERIALS: TOS does not move Hazardous Materials, Hazardous Waste, Volatile, Incendiary, Corrosive or Explosive Materials. It is the Client's responsibility to inform TOS of such materials prior to relocation.

FURNITURE PACKING TIPS: Remove and pack or dispose of all contents from all drawers, overhead bins, pedestals, etc. Remove all shelves from bookcases, taping them together in a labeled bundle, with all clips in an envelope taped to the

I agree that this Security & Packing Agreement is part of the Agreement between the parties and will ensure that every employee moving will be provided a copy of it and will adhere to its instructions.

Name: _____ Title: _____

Name: _____ Title: _____

Commissioners Court - Regular Session

71.

Meeting Date: 12/18/2018

Approve Agreement for Tower Related Repairs

Submitted For: Randy Barker

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving agreement between Randal's Tower Tech and Williamson County for Tower Related Repairs throughout FY 2019 and authorizing the execution of the agreement.

Background

This agenda item will approve the service contract for tower related general maintenance, preventive maintenance, and inspections. This will also provide for unforeseen tower related repairs. Point of contact is Paul Swisher. Funding: 01.0507.0507.004543

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Randals Tower Tech Service Agreement

Exhibit A

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 12/13/2018

Reviewed By

Kerstin Hancock
Wendy Coco

Date

12/13/2018 11:49 AM
12/13/2018 12:00 PM
Started On: 12/13/2018 10:26 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR TOWER-RELATED REPAIRS
AND MAINTENANCE
FY2019
(Randal's Tower Tech, Inc.)**

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 **Randal's Tower Tech, Inc.**, (hereinafter "Service Provider"), with mailing address at P.O. Box 513, Little river, TX 76554. 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.

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 agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. 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. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim,

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.

VI.

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>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
----------	------------	----------------

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.

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 or she 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 Statement of Work/Quotation(s), titled "Pricing for Williamson County 2019," which is/are incorporated herein as if copied in full.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

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.

XI.

Termination: 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.**

XII.

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.

XVII.

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.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

Date: _____, 20____

Service Provider: Randall Sawalke, Inc.
Louise Sawalke

Date: Dec. 12, 2018



Randal's Tower Tech Inc. Tower Maintenance Pricing for Williamson County 2019

Mob and De-mob within To Williamson CO	\$450
Replace antenna and coax 1' to 250'	\$2150
Replace antenna and coax 251' to 500'	\$3000
Sweep coax/antenna system Post install	\$400
Replace incandescent lights 200' or less	\$900
Replace incandescent lights 201' to 500'	\$1250
Trouble shoot lighting systems Incand. and Strobe	\$210 per hour 4 hour Minimum

Replace 1 antenna (standard size) 250' or less	\$1500
Replace 1 antenna (standard size) 251' to 500'	\$2250
Replace PTP radio 250 or less	\$900
Replace TTA 250' or less	\$900
Replace TTA 251' to 500'	\$1200
Replace coax 250' or less	\$1250
Replace coax 251' to 350'	\$1850
Replace coax 351' to 500'	\$2450

Commissioners Court - Regular Session

72.

Meeting Date: 12/18/2018

Award RFP# 1807-267 Consultant to Develop the 2019-2023 HUD Consolidated Plan and 2019-2020 Annual Action Plan

Submitted For: Randy Barker

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP# 1807-267 Consultant to Develop the 2019-2023 HUD Consolidated Plan and 2019-2020 Annual Action Plan to the overall best respondent Mullin & Lonergan Associates and authorizing the contract period Consolidated Five (5) Year Plan for Fiscal Years 2019-2023 and the One (1) Year annual plan for Fiscal year 2019-2020.

Background

Williamson County received one offer to provide consulting services to develop the 2019-2023 HUD Consolidated Plan and the 2019-2020 Annual Action. The Consolidated Plan is designed to help states and local jurisdictions to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. The evaluation team's recommendation: Mullin & Lonergan Associates specialize in the creation of ideas and the process that transforms those ideas into exciting projects. They are known for the development of data-driven, statistical analyses and have the experience to translate the results into practical recommendations and plans. This expenditure will be charged to the HUD Community Development Block Grant and is authorized at a lump sum amount of \$34,400.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- [1810-267 Score Sheet](#)
- [Recommendation Letter](#)
- [1810-267 RFP Packet](#)
- [Vendor Submittal](#)

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Form Started By: Johnny Grimaldo
 Final Approval Date: 12/13/2018

Reviewed By

Kerstin Hancock
 Wendy Coco

Date

12/13/2018 11:48 AM
 12/13/2018 12:00 PM
 Started On: 12/13/2018 10:48 AM

EVALUATION - Consultant to Develop the 2019-2023 HUD Consolidated Plan and 2019-2020 Annual Action Plan
RFP 1810-267

Evaluation Criteria	Maximum Score Points	Mullen & Lorigan Associates							
Experience in Developing Consolidated Plans or Colseely related planning documents	15	15							
Experience in years and Qualified Personnel	15	15							
Recent Experience in using HUD eCon Planning Suite or other experience in using other tools	15	15							
Recent Experience in Developing Performance Measurement Systems	15	15							
Experience of a qualified Project Manager	15	15							
Fees for Consulting Services 25 Maximum Points for Pricing X (Lowest Respondent's Price Proposal Amount / Respondent No. X's Price Proposal Amount)	25	25							
TOTAL	100	100	0	0	0	0	0	0	0

Department	Name	Signature	Voting Member Yes or No
CBDG	Sally	<i>Sally Bardwell</i>	Yes
Budget	Ashlie Koenig	<i>Ashlie Koenig</i>	Yes
Administration	Rebecca Clemmons	<i>Rebecca Clemmons</i>	Yes
Purchasing	Johnny Grimaldo	<i>J Grimaldo</i>	No

Sally Bardwell
Community Development
Williamson County, Texas
sbardwell@wilco.org



710 Main Street, Ste 101
Georgetown, TX 78626
512-943-3757
Fax 512-943-1662

December 13, 2018

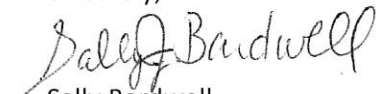
Dear Judge and Commissioners,

Williamson County received one offer to provide consulting services to develop the 2019-2023 HUD Consolidated Plan and the 2019-2020 Annual Action. The Consolidated Plan is designed to help states and local jurisdictions to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

The evaluation team's recommendation: Mullin & Lonergan Associates specialize in the creation of ideas and the process that transforms those ideas into exciting projects. They are known for the development of data-driven, statistical analyses and have the experience to translate the results into practical recommendations and plans.

This expenditure will be charged to the HUD Community Development Block Grant and is in the lump sum amount of \$34,400.

Sincerely,


Sally Bardwell
Community Development Administrator

Solicitation 1810-267

Consultant to Develop 2019-2023 HUD Consolidated Plan/2019-2020 Annual Action PI

Bid Designation: Public



Williamson County, Texas

Bid 1810-267**Consultant to Develop 2019-2023 HUD Consolidated Plan/2019-2020 Annual Action PI**

Bid Number 1810-267
 Bid Title Consultant to Develop 2019-2023 HUD Consolidated Plan/2019-2020 Annual Action PI

Bid Start Date In Held
 Bid End Date Nov 7, 2018 2:30:00 PM CST
 Question & Answer End Date Nov 2, 2018 3:00:00 PM CDT

Bid Contact Johnny Grimaldo
 Purchasing Specialist III
 512-943-1553
 johnny.grimaldo@wilco.org

Contract Duration One Time Purchase
 Contract Renewal Not Applicable
 Prices Good for 365 days

Bid Comments **Williamson County is seeking qualified firms to engage a qualified consultant to develop the following HUD Consolidated Five (5) year Plan for Fiscal Years 2019-2023 and a One (1) Year Annual Action Plan for Fiscal Year 2019-2020 as detailed in the specifications of this RFP.**

Item Response Form

Item 1810-267--01-01 - Please attach all documents to this line

Quantity 1 each

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description

Please attach all documents to this line



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1810-267

Consultant to Develop 2019-2023 HUD Consolidated Plan/2019-2020
Annual Action PI

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Nov 7, 2018 2:30:00 PM CST**

**PROPOSAL WILL BE PUBLICLY OPENED:
Nov 7, 2018 2:30:00 PM CST**

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Proposal.

All electronic proposal must be submitted via: www.bidsync.com

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Respondents are strongly encouraged to carefully read this entire RFP.

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

- If mailed or delivered in person, Proposal and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this RFP, to:

Williamson County Purchasing Department
Attn: **PROPOSAL NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
 - Respondent should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
 - It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
 - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

--

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	<input style="width: 100%;" type="text"/>
Address of Respondent:	<input style="width: 100%;" type="text"/>
Email:	<input style="width: 100%;" type="text"/>
Telephone:	<input style="width: 100%;" type="text"/>
Printed Name of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>
Signature of Person Submitting Affidavit:	<input style="width: 100%;" type="text"/>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (Name of Signer), who after being by me duly sworn, did depose and say: "I, , (Name of Signer) am a duly authorized officer of/agent for (Name of Respondent) and have been duly authorized to execute the foregoing on behalf of the said (Name of Respondent).

SUBSCRIBED AND SWORN to before me by the above-named on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.



Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

- A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.
- B. The least amount of plastic/laminate or other non-recyclable binding materials.
- C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Table of Contents.
- C. Executive Summary. Please see Section 2.4, Executive Summary.
- D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)
- E. Price Sheet.
- F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.
- G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

- I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Proposal.
- B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.
- C. Place of incorporation or organization, if applicable.
- D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.
- E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.
- F. The Respondent's Federal Employer Identification Number.
- G. A commitment by the Respondent to provide the services required by the County;
- H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.
- I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

- A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

- B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.
- C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP.** Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or

- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Respondent must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she is not now, nor has been for the past six months, directly or indirectly concerned in any pool or agreement or combination, to control the price services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not submit a Proposal thereon. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

2.8 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.9 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business

arrangement with any employee, official or agent of the County.

2.10 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

- A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

3.8 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.9 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.10 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.11 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any

manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.12 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. The RFP and its Addenda (if applicable); and
2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. The terms and conditions of the Ensuing Agreement;
2. The RFP and its Addenda; and
3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTIALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

5. PROPOSAL SPECIFICATIONS

5.1 PROJECT SUMMARY

Engage a qualified consultant to develop the following:

- A Consolidated Five (5) year Plan for Fiscal Years 2019-2023
- A One (1) Year Annual Action Plan for Fiscal Year 2019-2020

5.2 Specific Work Requirements

Both plans prepared by the Consultant must meet the U.S Department of Housing and Urban Development (HUD) requirements, encourage citizen involvement, and be an effective tool for a multitude of interested community partners.

The Consultant shall participate in a planning session to finalize the work schedule of the consulting firm, set dates for any public hearings, community meetings, stakeholder meetings, resident meetings and begin the data gathering process. Any current plan and documents needed for reference will be identified and supplied to the consulting firm at this time.

The consultant shall conduct forums for community leaders, representatives and advocates from a cross-section of the community including community-based organizations, service providers for the homeless and the disabled, public housing residents, business and economic development interests, and County and other governmental departments and entities.

Citizen Participation Process

The Consultant shall provide a methodology to improve and encourage citizen participation in the Consolidated Planning process. Additionally, the Consultant shall provide guidance and models regarding letters to all local community, housing, and social service agencies, alerting them to the grant process and seeking input on community needs. The Consultant should also provide guidance on timetables and templates for advertisements in the local newspaper on the same subject.

If the prospective firm wishes to use such tools as community surveys, they must be prepared in Spanish as well as English.

The Consultant shall review the existing grant application process and associated forms and advise staff in streamlining the process, utilizing technology, and selecting appropriate eligible projects.

Citizen Participation Process Analysis

The Consultant shall complete a community profile, examination of general market inventory, general needs assessment, and institutional structure portions of the Consolidated Plan to meet HUD regulations.

The Consultant shall present in cooperation with County staff at public hearings and be available to explain the program's purpose and solicit public input on community priorities. The firm shall assist in the development, administration, and analysis of public surveys intended to obtain input from the community.

Project Selection, Application Evaluation, and Recommendations

As part of the planning process, the Consultant shall evaluate the current procedure, application, and scoring process for selecting eligible projects for Federal Funding.

The Consultant shall recommend any improvements to be made to the current process including: informing non-profit organizations, citizens, social service agencies, commissioner, department heads, and other interested parties.

Additionally, the Consultant shall suggest institutional modifications regarding the evaluation of project eligibility, financial feasibility, environmental impact, and organizational capacity to meet local demand and satisfy national objectives.

2019-2020 One-Year Action Plan

The Consultant shall develop a FY2019-2020 Annual Action Plan that includes proposed activities, proposed accomplishments, and performance measurements. The Annual Action Plan will be submitted in final form accompanying the 5 Year Consolidated Plan by the August 15, 2019 deadline.

Five Year Consolidated Plan

The Consultant shall prepare and deliver the Five Year Consolidated Plan on all HUD required forms. The Consultant shall prepare a "draft" plan to be delivered to the County by a mutually agreed upon deadline.

The Consultant shall coordinate the advertisement of the thirty-day public comment period as well as the County Commissioners Court meetings required on the proposed use of funds. Upon the close of the comment period, the Consultant shall direct and assist the County in documenting its responses to any comments received.

The Consolidated Plan will be finalized for approval and submitted to HUD before the deadline of August 15, 2019. The Consultant shall provide Williamson County with one (1) original and three (3) copies of the proposal for the 5 Year Consolidated Plan and the one (1) Year Annual Action Plan. The Plans must be prepared using official HUD software and formats which include, but are not limited to, eCon Planning Suite and the submission of the Consolidated Plan and Annual Action Plan into IDIS.

The Five Year Consolidated Plan should include the following elements:

- A review of the accomplishments of the previous 5-year con plan
- The strategic goals for the next 5 years
- Mapping of census tracts
- Demographic profile

- Housing needs and market analysis
- Public housing needs
- Strengths and gaps of the County's delivery system
- Review of County policies
- Review of private sector policies
- Community development goals and objectives
- Special needs population needs and objectives

6. CONTRACT ADMINISTRATION

Sally Bardwell, Grants Coordinator for Williamson County (or successor), 710 S. Main Street, Georgetown, TX 78626, shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Respondent.

7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal must be submitted.

7.2 PRICE PROPOSAL

The Respondent must utilize the form provided in the Appendix below in its submission of a Price Proposal in response to this RFP. The Price Proposal must be included in each copy of the Proposal. Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at Williamson County's sole discretion, result in the Respondent's disqualification.

7.3 GENERAL REQUIREMENTS AND SELECTION PROCESS

All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee for content, fee, related experience, and professional qualifications of consultants. After initial screening, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Respondents are advised that the County, at its option, may award a contract strictly on the basis of the initial Proposals. The consultant selected by the Evaluation Committee will be recommended to the County's Commissioners Court for this project, but the Court is not bound to accept the recommendation or award the project to the recommended consultant.

The following (6) six criteria will be used by the Evaluation Committee in determining its recommendation to the Commissioners' Court. Please provide thorough responses to these criteria items:

1. Consultant's experience in years and projects developing consolidated plans or closely related planning documents. (minimum of three (3) years preferred) 15 Points

2. Experience in years and projects of qualified personnel that consultant shall provide to perform all work in accordance with the statement of work. (minimum three (3) years of experience preferred) 15 Points
3. Recent experience in using HUD's eCon Planning Suite or other experience in using similar tools. 15 Points
4. Recent experience in developing Performance Measurement Systems required by HUD or other experience in developing similar systems. 15 Points
5. Experience of a qualified Project Manager the consultant shall provide for the project. Will the Project Manager be accessible throughout the project, as requested? 15 Points
6. Fees for Consulting Services 25 Points

The County reserves the right to reject any and all Proposals and to waive informalities and minor irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, resulting in rejection of the Proposal by the County.

The County may, during the evaluation process, request from any Respondent additional information which the County deems necessary to determine the Respondent's ability to perform the required services. If such information is requested, the Respondent shall be permitted five (5) working days to submit the information requested.

An error in the Proposal may cause the rejection of that Proposal. However, the County may, in its sole discretion, retain the Proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the Respondent's intent is clearly established based on review of the complete Proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a Respondent on any item in a Proposal that County believes to be in error.

The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. **The lowest proposed cost is *not* the sole criterion for recommending contract award.** All firms responding to this RFP will be notified of their selection or non-selection in writing after the Evaluation Committee has completed the selection process.

Question and Answers for Bid #1810-267 - Consultant to Develop 2019-2023 HUD Consolidated Plan/2019-2020 Annual Action PI

Overall Bid Questions

There are no questions associated with this bid.

**Bid Tabulation Packet
for
Solicitation 1810-267**

**Consultant to Develop 2019-2023 HUD Consolidated
Plan/2019-2020 Annual Action PI**

Bid Designation: Public



Williamson County, Texas

Bid #1810-267 - Consultant to Develop 2019-2023 HUD Consolidated Plan/2019-2020 Annual Action PI

Creation Date Oct 8, 2018

End Date Nov 7, 2018 2:30:00 PM CST

Start Date Oct 16, 2018 10:48:00 AM CDT

Awarded Date Not Yet Awarded

1810-267--01-01 Please attach all documents to this line					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Mullin & Lonergan Associates	First Offer -	1 / each		Y	Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Supplier Totals

f Mullin & Lonergan Associates					\$0.00
Bid Contact Holly Dugan		Address 800 Vinial St. Ste. B414			
hollyd@mandl.net		Pittsburgh, PA 15212			
Ph 412-323-1950					
Agency Notes:		Supplier Notes:		Head Attch:	

**

Mullin & Lonergan Associates

Bid Contact **Holly Dugan**
hollyd@mandl.net
Ph 412-323-1950

Address **800 Vinial St. Ste. B414**
Pittsburgh, PA 15212

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1810-267--01-01	Please attach all documents to this line	Supplier Product Code:	First Offer -	1 / each	Y	Y
Supplier Total						\$0.00

Mullin & Lonergan Associates

Item: **Please attach all documents to this line**

Attachments

Mullin Lonergan Proposal.pdf

Williamson County, TX
**Proposal to Prepare the
2019-2023 Consolidated
Plan & 2019 Annual Action
Plan**

Solicitation 1810-267

November 7, 2018

MULLIN &
LONERGAN
ASSOCIATES
INCORPORATED

50th
ANNIVERSARY
1965 - 2015

800 Vinial Street, Suite B414
Pittsburgh, PA 15212

www.mandl.net



A. Transmittal Letter

November 7, 2018

Williamson County Purchasing Dept.

Attention: 2019-2023 CONSOLIDATED PLAN/2019 ANNUAL ACTION PLAN/#1810-267

Sent via www.BidSync.com

Mullin & Lonergan Associates is pleased to submit its proposal to prepare the 2019-2023 Consolidated Plan (CP) and the 2019 Annual Action Plan (AAP) for Williamson County.

Name of Business Entity Submitting Proposal: Northeast and Bucks Company T/A
Mullin & Lonergan Associates, Inc.
800 Vinial Street, Suite B414
Pittsburgh, PA 15212
(412)323-1950
www.mandl.net

Type of Business: Sub S Corporation

Place of Incorporation: Pennsylvania

Corporate Office: 2 Kacey Court, Suite 201
Mechanicsburg, PA 17055
(717)731-1161

Principal Contact: Marjorie Willow, AICP
800 Vinial Street, Suite B414
Pittsburgh, PA 15212
marjorie@mandl.net
O (412)323-1950
F (412)323-1969

FEIN: 23-2095300

Mullin & Lonergan Associates commits to complying with all contractual requirements to provide the requested services to Williamson County.

Our proposal is valid for 365 days.

Our proposal will not adversely impact air quality in Williamson County.



M&L has not had any contracts terminated or cancelled by clients for negative reasons (poor performance, last of response to clients, etc.) within the past five years.

As a Principal Shareholder of Mullin & Lonergan Associates, I am authorized to sign and represent my firm in submitting and negotiating this contract.

Should you require additional information, please advise.

Sincerely,

Marjorie Willow, AICP
Principal



B. Table of Contents

- A. Transmittal Letter 2
- B. Table of Contents 4
- C. Executive Summary 5
- D. Response to Criteria 7
 - Experience & Qualification of M&L..... 7
 - Consolidated Plans & Annual Action Plans 7
 - Housing Studies 9
 - CDBG & HOME Technical Assistance 12
 - Experience in Texas 14
 - Key Personnel 15
- E. Implementation Strategy 22
 - Work Plan 22
 - Assistance Required 32
 - Project Schedule 33
- F. Price 34
- Appendix A: CDBG/HOME Client List 35



C. Executive Summary

No goods or services beyond those requested are included in this proposal.

Mullin & Lonergan believes it is the most qualified proposer to provide the requested services based on the following:

M&L has prepared more than 100 Consolidated Plans for nearly 80 entitlements representing 17 separate HUD offices. Our in-depth experience enables M&L to devise practical housing and community development strategies. Our deep familiarity with the CDBG and HOME Programs enables us to devise recommendations for investment strategies that are tailored to the unique characteristics of a grantee community.

M&L provides CDBG and HOME technical consulting services on a regular basis to about 30 core HUD entitlement communities. Typically, we function as an extension of the grantee's staff. Our clients call upon us frequently to provide advice and background information relative to regulatory issues, both CDBG and HOME, as well as other federal requirements such as procurement and contracting, acquisition, relocation, environmental compliance, labor compliance, and equal opportunity.


M&L will assist Williamson County with preparing the 2019-2023 Consolidated Plan and the 2019 Annual Action Plan for submission to HUD on or before August 15, 2019. The CP will be prepared in a manner that incorporates HUD's eCon Planning Suite in IDIS. In preparing this document, we will be guided by Part 91, Subpart D regulatory requirements; the May 2018 *Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER* reflecting the release of IDIS version 11.15; our general background and experience in preparing Consolidated Plans; and, the County's CP planning procedures that have worked well in the past.

Our proposed Work Plan also includes providing technical assistance to the County to review and revise its local CDBG Program application process. Based on our experience with other clients, we can advise on ways to streamline the process, update the application forms, and utilize technology in the application and scoring process.

Our Community Engagement Process is proposed for maximizing community outreach across Williamson County and its municipalities. Our process reflects a series of tasks that has worked well with other grantees and offers a variety of opportunities for resident participation throughout the Plan process including six Stakeholder Workshops, four Public Meetings, a web-based survey, a FAQ Sheet, and the creation of flyers and public notices (in English and Spanish) to encourage public participation in this planning process.

M&L's client references include the City of Corpus Christi and two urban counties:

- Corpus Christi, TX: Rudy Betancourt, MPA, CPM, Director of Housing & Community Development (361-826-3021)

- 
- Lake County, FL: Allison Thall, Health & Human Service Manager (352-742-6502)
 - Passaic County, NJ: Deborah Hoffman, Director of the Division of Economic Development (973-569-4720)

M&L is confident its proposal and competitive price meet the qualities that Williamson County is seeking in a professional housing and community development consultant to undertake this assignment.



D. Response to Criteria

Experience & Qualification of M&L

Mullin & Lonergan Associates is a housing and community development consulting firm with offices in Pittsburgh and Mechanicsburg, PA. Formed in 1965, Mullin & Lonergan was consolidated into Northeast & Bucks Company in 1979. Although the legal name of our firm is Northeast & Bucks Company, we use the trade name of Mullin & Lonergan Associates because of the goodwill and recognition that we have built with our clients and within our industry for more than 50 years. To our clients, the firm is known simply as "M&L." We are a Sub S Corporation incorporated within the Commonwealth of Pennsylvania.

Our clients include units of government (boroughs, townships, cities, counties, states), HUD CDBG entitlements, HOME Participating Jurisdictions, Continuums of Care, public housing authorities, nonprofit organizations, planning agencies, state housing finance agencies, and economic development organizations. We are members of the National Association of Housing and Redevelopment Officials (NAHRO), the Pennsylvania Association of Housing and Redevelopment Authorities (PAHRA), and the National Association for County Community and Economic Development (NACCED). M&L meets the definition of a small business with a workforce comprised of 20 employees. These include housing specialists, community planners (several of whom are AICP certified), economic development planners, local government specialists, and finance specialists.

Consolidated Plans & Annual Action Plans

M&L has prepared more than 100 Consolidated Plans for nearly 80 entitlements representing 17 separate HUD offices. Our in-depth experience with consolidated planning enables M&L to devise practical housing and community development strategies. Our deep familiarity with the CDBG and HOME Programs enables us to develop recommendations for investment strategies that are tailored to the unique characteristics of a grantee community. Since 2012 M&L has assisted its clients in creating Consolidated Plans, Annual Plans and CAPERs in HUD's eCon Planning Suite. Our staff is thoroughly familiar with the process and system requirements. In many cases, our staff has submitted the documents to HUD on behalf of the grantees.

A full list of our completed Consolidated Plans is included on the following page.

M&L Consolidated Planning Clients by HUD Office & Population

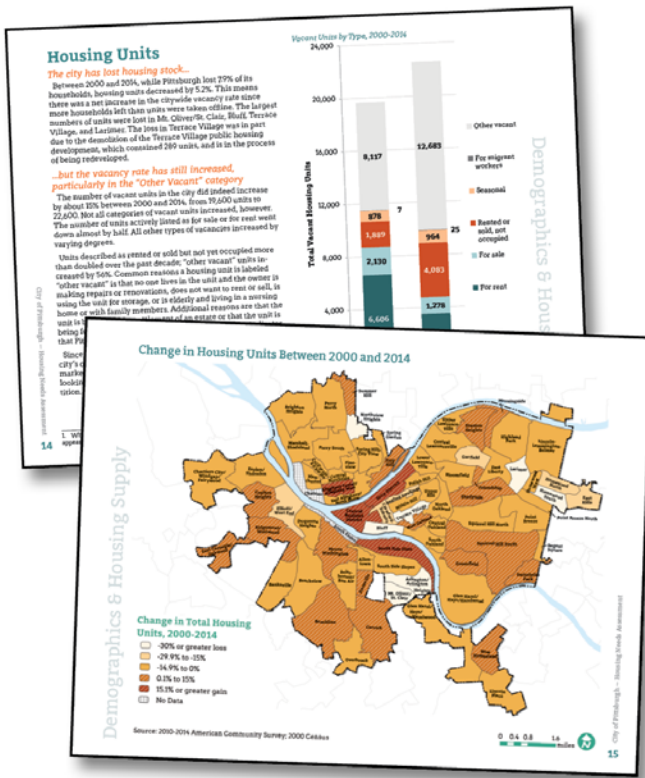
NEW YORK		SAN ANTONIO		PITTSBURGH	
New Rochelle, NY	77,062	Bexar County, TX	430,000	Allegheny County, PA	897,394
Yonkers, NY	195,979	Round Rock, TX	112,840	Beaver County, PA*	181,412
OMAHA		Williamson County, TX	422,679	Erie, PA*	103,717
State of Iowa	3,090,416	ATLANTA		Johnstown, PA*	23,906
Iowa City, IA	62,220	Columbus/Muskogee County, GA	189,885	McKeesport, PA	19,728
Sioux City, IA	82,831	Henry County, GA	217,739	Millcreek Township, PA*	52,121
Waterloo/Cedar Falls, IA*	107,742	BALTIMORE		Pittsburgh, PA	306,878
PHILADELPHIA		Annapolis, MD	35,838	Washington County, PA*	202,897
Abington Township, PA	55,310	Bowie, MD	58,227	Westmoreland County, PA*	369,993
Allentown, PA	120,443	Hagerstown, MD*	39,766	RALEIGH	
Bensalem Township, PA*	60,427	BUFFALO		Burlington, NC	52,709
Berks County, PA	373,638	Amherst/Cheektowaga/Tonawanda, NY	284,159	Cumberland County, NC	119,973
Bucks County, PA	621,643	Buffalo, NY	261,310	Fayetteville, NC	195,234
Carlisle, PA	19,162	Erie County, NY	380,068	High Point, NC	104,596
Chester, PA	33,988	Hamburg, NY	56,936	RICHMOND	
Cumberland County, PA	241,242	Rochester, NY	210,624	Hampton, VA	137,448
Dauphin County, PA	251,798	CHICAGO		Harrisonburg, VA*	48,914
New Castle County, DE	556,779	McHenry County, IL	308,760	Lynchburg, VA	75,568
Norristown, PA	34,370	Oak Park, IL	52,524	Waynesboro, VA	21,064
Reading, PA	87,575	COLUMBUS		NEWARK	
Williamsport, PA*	30,706	Dayton/Kettering, OH	197,723	Atlantic City, NJ*	39,416
Wilmington, DE	71,442	Springfield, OH	60,573	Atlantic County, NJ*	213,136
York, PA*	40,220	Youngstown, OH	66,909	Bloomfield, NJ	47,683
Delaware County, PA	552,126	DENVER		Camden County, NJ	443,139
Easton, PA	26,263	Colorado Springs, CO	416,427	Jersey City, NJ	240,055
Hazleton, PA*	23,329	Rapid City, SD	68,667	Morris County, NJ	446,212
Lehigh County, PA	312,090	FORT WORTH		Ocean City, NJ*	15,378
Lower Merion Township, PA	59,850	Waco, TX	125,420	Parsippany-Troy Hills, NJ	53,515
Montgomery County, PA*	750,097	JACKSONVILLE		Passaic County, NJ*	505,672
KANSAS CITY		Brevard County, FL	578,088	Paterson, NJ	146,484
State of Kansas	2,907,000			Wayne Township, NJ	55,049
Wyandotte Co/Kansas City, KS	163,369				

* Denotes more than one Consolidated Plan prepared for the client

Housing Studies

M&L has prepared affordable housing analyses, housing needs assessments, workforce housing studies, and housing market analyses in a variety of settings.

These work products demonstrate our capabilities relative to data collection and statistical analysis. Some of these assessments were designed to assist the client in complying with HUD Five-Year Consolidated Plan and fair housing planning requirements. Others were designed to assist state housing finance agencies in establishing housing policy. Each of these assignments involved a data-driven analysis of housing need and affordability at various household income levels. Highlights of our more recent housing studies are included on the following pages.



Pittsburgh, PA HOUSING NEEDS ASSESSMENT, 2016

The City of Pittsburgh created the Affordable Housing Task Force in 2015 to assess the current and future landscape of housing affordability in the city, evaluate current programs and initiatives to produce new affordable units and preserve existing ones, and make recommendations to the Mayor and City Council. M&L worked with the Task Force's Needs Assessment subcommittee to study and analyze the data, trends, and characteristics associated with the local housing market. This involved describing supply and demand, identifying housing gaps, and modeling residents' vulnerability to displacement at the neighborhood level. The Task Force used the final report to support and inform the policy recommendations present to Council and the Mayor.

mandl.net/projects/pittsburgh-hna

State of Washington HOUSING NEEDS ASSESSMENT, 2015

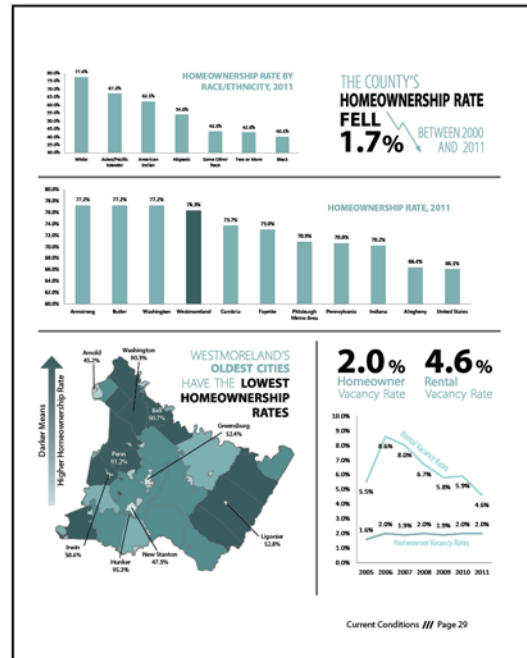
Prepared for the Affordable Housing Advisory Board, the Department of Commerce, and the Housing Finance Commission, this study was an **innovative and exhaustive accounting of housing affordability** in Washington State. To maximize the usability of the report for legislators and affordable housing practitioners, M&L focused only on select, key indicators of the statewide housing market. In order to answer all of the posed research questions, M&L completed every point of analysis for different income tiers, for both renters and homeowners, and at unique geographies requested by the diverse client team. This meant **adapting and expanding proven techniques**, such as the affordable housing gap analysis popularized by the National Low Income Housing Coalition and Urban Institute. In addition, M&L compiled the most complete and detailed inventory of subsidized housing the state had ever undertaken. The result was a **highly data-driven report** that included a **unique data profile** for all 39 counties as well as 17 urban regions in the state.



mandl.net/projects/washington-hna

Westmoreland County, PA HOUSING PLAN, 2014

This Housing Plan provides a narrative of major findings regarding Westmoreland County's housing market, addresses future goals, **sets housing policy**, and provides a **strategic plan to address housing needs**. Recommendations include steps that will improve the living environment for residents, preserve the existing housing stock, assist community groups to enhance neighborhoods, target investments and incentives to identified needs, and establish a framework for focusing investments. Beyond that, the Plan contains **recommendations specific to the diverse communities** in Westmoreland County using a "typology" system; for instance, actions that would be appropriate in strong vs. weak housing markets, in urban vs. rural areas. This **specialized array of tools** will ensure that the county's policies consider the wide range of issues affecting its diverse communities while still advancing overall housing goals.



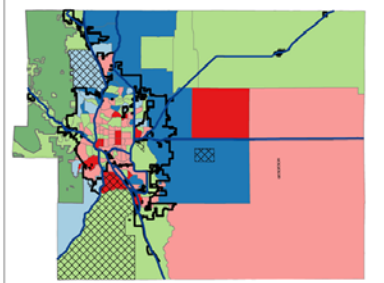
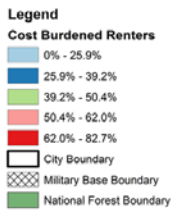
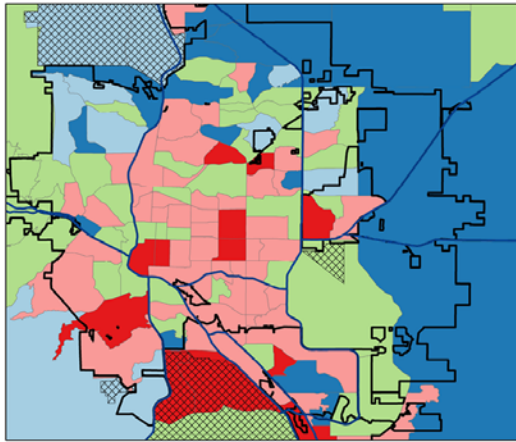
mandl.net/projects/westmoreland-housing-plan



Colorado Springs/ El Paso County, CO

AFFORDABLE HOUSING NEEDS ASSESSMENT, 2014

Given steadily increasing demand for affordable housing and shrinking local budgets, the City of Colorado Springs and El Paso County needed to **maximize the impact of their community development dollars**. This required broad knowledge about the current local housing market and how it might change in the future. M&L completed an assessment of local demographic, housing, and economic conditions, a description of unmet housing needs, and an **action plan based on major findings**. Among other things, our research revealed that elderly and Millennial households will drive future housing demand, and that affordable housing is already in short supply and will only get scarcer. The city and county will use this information to **target their housing activities** in certain neighborhoods to achieve the largest impact.

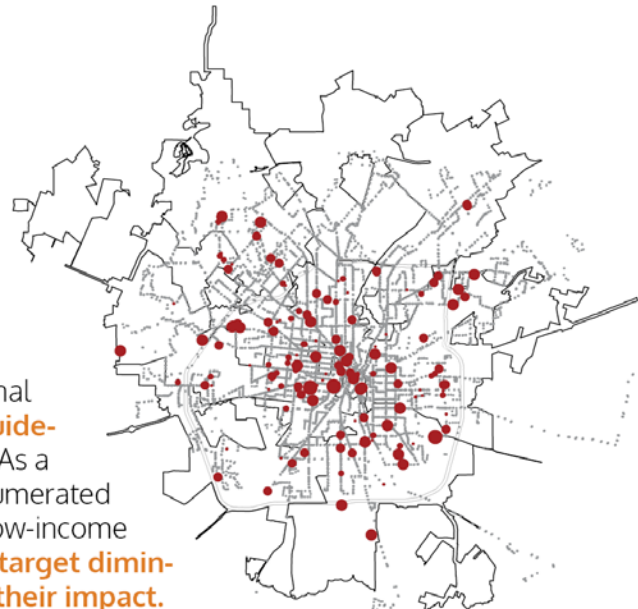


mandl.net/projects/colorado-springs-hna

San Antonio, TX

HOUSING NEEDS ASSESSMENT & STRATEGIC HOUSING PLAN, 2013

San Antonio, the fastest-growing large city in the US between 2000 and 2010, commissioned a needs assessment to **re-view housing policies and programs** to determine effectiveness on current market conditions, **analyze the existing inventory** of sales and rental housing, and **project net housing demand** for the next five years. A final strategic plan component offered **specific guidelines to adjust the city's housing policies**. As a sub-consultant on the project team, M&L enumerated the current and projected housing need for low-income households and crafted specific initiatives to **target diminishing resources in ways that maximized their impact**. These recommendations included designating neighborhoods for intensive community development revitalization, creating a Neighborhood Revitalization Strategy Area (NRSA) in conjunction with a recent Choice Neighborhood award, and partnering with the public housing authority to implement an acquisition/rehabilitation initiative for vacant multi-family rental properties.



mandl.net/projects/san-antonio-hna

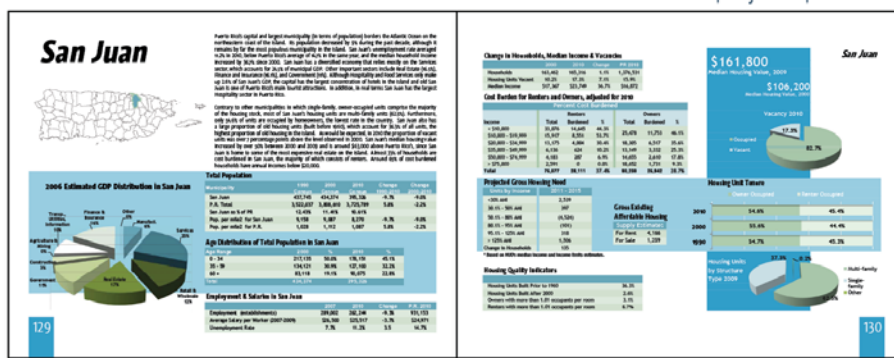


Commonwealth of Puerto Rico

STATE HOUSING PLAN, 2011

Puerto Rico's stagnant economy, high unemployment, and high poverty have caused significant out-migration of its working-age families to mainland US. As a result, the **average age of the Commonwealth's population is rapidly increasing**. This demographic transition directly impacts the housing market, requiring specific approaches not only for providing appropriate shelter but also for providing the complementary services. This Plan emphasized **budget reallocation and better use of existing funds** to support affordable housing programs. Key recommendations included the creation of a Housing Policy and Implementation Committee to bring together key stakeholders, the creation of Regional Housing Councils, preparation of an Omnibus Housing Bill, and the modification of construction design standards to ones appropriate for the island climate and location.

mandl.net/projects/puerto-rico-housing-plan




CDBG & HOME Technical Assistance

Mullin & Lonergan provides CDBG and HOME technical consulting services on a regular basis to about 30 core HUD entitlement communities. Typically, we function as an extension of the grantee's staff. Our clients call upon us frequently to provide advice and background information relative to regulatory issues, both CDBG and HOME, as well as other federal requirements such as procurement and contracting, acquisition, relocation, environmental compliance, labor compliance, and equal opportunity.

M&L's clients rely on our staff's experience in CDBG and HOME issues. Whatever the project or question, chances are good that members of our firm have been involved in similar projects with other clients. We have worked extensively with CDBG since the program's inception in 1974 and with the HOME Program since its beginning in 1991. We help our clients to resolve eligibility and statutory objective issues in the early stages of a project, which helps to eliminate problems or make problems more manageable when and if they occur. We often provide alternative strategies toward a specific client objective, then assist the client in selecting a preferred course of action.

Certain CDBG and HOME responsibilities are highly complex and may require third-party support. For example, utilizing CDBG funds in support of economic development activities can be quite challenging. We assist our clients in evaluating the potential




problems and rewards of these higher risk activities. We also assist in structuring relationships with sub-recipients. We prepare subsidy layering analyses and written agreements in support of HOME activities. If grantee activities result in monitoring or audit findings, we assist our clients with resolving these issues.

Recently, our technical services have included developing Policy & Procedure Manuals for clients to assist in the administration of their CDBG and HOME Programs. We also have developed similar manuals for the environmental review process to assist clients in this aspect of their entitlement grant administration.

M&L has assisted clients with the design and implementation of their local processes for both CDBG and HOME Programs. This has included preparing local applications and development of related forms to assist in review, selection and award process. Examples of our work includes:

- *City of Trenton NJ* - The city hired M&L to address various HUD CDBG and HOME timeliness and expenditure issues. Our work included identifying higher-cost eligible projects that could be funded and implemented immediately. We worked with CDBG/HOME staff and other city departments to prepare a local RFP for contractors to solicit bids on a number of streets projects and the rehabilitation of local senior centers to be funded with CDBG funds. We worked with the Public Works Department to identify qualified streets and determine the number that could reasonably be expected to be paved by in-house employees and those that would have to be completed by outside contractors. M&L reviewed the bid specs for regulatory compliance and assisted the City in reviewing the proposals. We also assisted with the selection of contractors based on bids received.
- *City of Jersey City, NJ* - M&L worked with the city to allocate HOME funds and local Affordable Housing Trust funds. M&L provided various sample forms that were used as part of the city's overall RFP to local developers for affordable housing projects. M&L reviewed all applications received for regulatory compliance with HOME and the local Affordable Housing Trust funds. M&L provided technical assistance as part of the funding recommendations, which the city used for awarding funds to the highest-scoring projects based on the RFP criteria.
- *Beaver County, PA* - M&L developed a set of local HOME program forms that the county uses to request developers to complete as part of their local HOME RFP process. The forms assist in obtaining the required information on affordable housing projects in order to make funding determinations, determine HOME eligibility and prepare a HOME subsidy layering analysis. This has streamlined the county's HOME program and made it more efficient from a management standpoint.
- *City of Palm Bay, FL* - M&L assisted the city with the preparation of a CDBG and HOME Policy and Procedures manual. As part of the preparation of this document, M&L worked with city staff to identify the local procedure for awarding CDBG funds to sub-recipients. This included developing new local



forms needed to document CDBG compliance with bidding and awarding of funds.

Many clients rely on M&L's understanding of other funding programs to leverage CDBG and HOME funds. We use our knowledge of state and federal housing and economic development programs to provide value to our clients every day. Our complete CDBG/HOME client list is included in **Appendix A** of our proposal.

Experience in Texas

M&L has been working in Texas for several years. Our client list includes the following:

- In 2008, M&L completed the **Georgetown** Housing Study, which analyzed the demand for affordable housing in the city.
- The **City of Waco** utilized our services to prepare its 2009-2013 Consolidated Plan and 2009 Annual Action Plan.
- **Williamson County** contracted with M&L to prepare its 2009-2013 Consolidated Plan and 2009 Annual Action Plan. In 2012, we prepared the county's first Analysis of Impediments to Fair Housing Choice.
- **Travis County** contracted with our firm to prepare its Analysis of Impediments to Fair Housing Choice in 2014, its first as a new HUD Urban County entitlement.
- In 2013 M&L was a sub-consultant to Cloudburst Consulting Group and authored the **San Antonio** Housing Needs Assessment under HUD's former OneCPD Technical Assistance Program.
- The **City of Round Rock** engaged our services to prepare its 2014-2018 Consolidated Plan and 2014 Annual Action Plan.
- In 2016 **Bexar County** contracted with our firm to prepare its 2016-2020 Consolidated Plan, which included a detailed survey of the housing needs of Ryan White clients.
- In 2018 we prepared the 2018-2022 Consolidated Plan for the **City of Corpus Christi**.
- And, we've recently initiated the 2019-2023 Consolidated Plan, the 2019 Annual Action Plan and the Analysis of Impediments to Fair Housing Choice for the **City of Waco**.



Key Personnel

The key personnel assigned to this project are listed below. All are permanent, full-time employees of M&L. Resumes are included on the following pages.

Marjorie Willow will serve as the Principal-in-Charge of this assignment. She has managed most of the firm's clients in Texas as well as most of the firm's AI/AFH and Consolidated Plan clients.

Marjorie Willow, AICP	Principal-in-Charge	Fair housing planning expert; oversight of community engagement, meeting presentations, final document quality and compliance
Bill Wasielewski, AICP	Principal / Secretary	Co-Principal-in-Charge; CDBG Program expert; assist with CDBG technical assistance for evaluation and modification of local CDBG application process
Maggie Clark	Housing & Community Development Specialist	Research and analysis, community engagement initiatives, drafting document
Whitney Finnstrom, AICP	Housing & Community Development Specialist	Research and analysis, mapping, drafting document
Sean Rohrer	Housing & Community Development Specialist	Research and analysis, drafting document
Christine DeRunk	Housing & Community Development Specialist	Research and analysis, community engagement initiatives, drafting document



Marjorie Willow, AICP

Marjorie Willow is a Principal of M&L. She began her career as an intern with M&L while completing her Master's in Urban and Regional Planning from the University of Pittsburgh. Upon graduation, she assumed a full-time position in the firm's Philadelphia office where she prepared comprehensive plans, zoning ordinances, and worked extensively with HUD entitlement communities in the eastern U.S.

From 1997 through 2001, Ms. Willow served as the county planning director in Putnam County, WV. During her tenure, she oversaw the expansion of water service to rural areas in one of the fastest-growing counties in the state. Ms. Willow returned to Mullin & Lonergan Associates in August 2004 where she currently is a partner in the firm's Pittsburgh office. She is highly active in housing policy analysis, housing needs assessments and fair housing analyses. She serves as principal-in-charge and project manager for the housing studies undertaken by M&L. She has served as the Principal-in-Charge or Project Manager for many of the Consolidated Plan contracts.

Education

Master of Urban & Regional Planning

University of Pittsburgh; 1991

Bachelor of Arts, Political Science

University of New Orleans; 1989

Professional Experience

Mullin & Lonergan Associates, Inc.

Principal
Pittsburgh, PA; 2004 – present

Benatec Associates

Senior Planner; 2001 – 2004

**Putnam County, WV
Office of Planning and Infrastructure**

Director; 1997 – 2001

**City of Huntington, WV
Dept. of Development & Planning**

Community Planner; 1995 – 1997

Mullin & Lonergan Associates, Inc.

Urban Planner
Pittsburgh, PA; 1991-1994

Affiliations

American Institute of Certified Planners
American Planning Association

Pennsylvania Planning Association
National Association of County Community & Economic Development



William P. Wasielewski, AICP

Bill Wasielewski has more than 20 years of experience in the field of housing and community development consulting. Mr. Wasielewski began his career with Mullin & Lonergan Associates in 1993 and has assisted many of the firm's client communities and nonprofit organizations. Between 1999 and 2003, Mr. Wasielewski worked as a project manager for a national nonprofit housing developer directing five HUD technical assistance grants (CDBG, CHDO, HOME and SHP) in the Pittsburgh HUD office totaling over \$800,000. In addition, he was a project manager on the \$17 million Wheeling, WV HOPE VI development. Mr. Wasielewski returned to Mullin & Lonergan Associates, Inc. in 2003 as a project manager and became a Principal of the firm in 2007.

Mr. Wasielewski is responsible for overseeing all of the firm's HUD entitlement work. He is an expert in all aspects of housing, community planning, and development. He provides consulting services to the firm's clients through day-to-day technical assistance on CDBG and HOME regulatory issues, HOME subsidy layering analysis, Consolidated and Annual Action Plans, Consolidated Annual Performance and Evaluation Reports (CAPER), Neighborhood Revitalization Strategy Area (NRSA) development, HOME Consortium renewals, HOME sub-recipient agreement preparation, and HUD's Neighborhood Stabilization Program (NSP) design and implementation.

Education

Master of Urban & Regional Planning

University of Pittsburgh; 1993

Bachelor of Arts, Political Science

Gannon University; 1990

Professional Experience

Mullin & Lonergan Associates, Inc.

Principal

Pittsburgh, PA; 2003 - present

The Community Builders, Inc.

Project Manager

Pittsburgh, PA; 1999 - 2003

Mullin & Lonergan Associates, Inc.

Urban Planner

Pittsburgh, PA; 1993 - 1999

Affiliations

American Institute of Certified Planners

American Planning Association

Pennsylvania Planning Association



Whitney Finnstrom, AICP

Whitney Finnstrom has been employed by M&L since 2004 as a staff planner specializing in developing HUD Consolidated Plans, housing needs assessments, and special economic studies for clients across the country. He has worked with a wide range of clients on developing Consolidated Plans using the new eCon Plan tool, from municipalities to state agencies. In addition, he has worked on Comprehensive Plans in communities that are working to better understand the link between housing, transportation, economic development, and recreation. Additionally, he has provided technical assistance related to all aspects of community development program administration, including HUD compliance and reporting, to clients on an ongoing basis.

Mr. Finnstrom's Consolidated Plan experience includes Iowa City, IA, Waterloo/Cedar Falls, IA, Bensalem Township, PA, Cumberland County, PA, Williamsport, PA, York, PA, Hazleton, PA, Montgomery County, PA, Bexar County, PA, Round Rock, TX, Erie County, NY, McHenry County, IL, Brevard County, FL, Allegheny County, PA, Pittsburgh, PA, Johnstown, PA, Erie, PA, Millcreek Township, PA, Waynesboro, VA, and Morris County/Parsippany/Troy Hills, NJ.

Education	Master of Urban & Regional Planning University of Pittsburgh; 1995	Bachelor of Arts, Economics Indiana University; 1985
Professional Experience	Mullin & Lonergan Associates, Inc. Urban Planner Pittsburgh, PA; 2004 – present	Environmental Planning and Design Associate Pittsburgh, PA; 2002 – 2004
	East Liberty Development, Inc. Director of Research and Planning Pittsburgh, PA; 1997 – 2002	Pittsburgh Partnership for Neighborhood Development Community Economic Development Coordinator Pittsburgh, PA; 1995 – 1997
Affiliations	American Institute of Certified Planners American Planning Association	Peace Corps (Nepal)



Maggie Clark

Maggie Clark is new to Mullin & Lonergan Associates having recently graduated from Pratt Institute in Brooklyn, NY with a Master of Science in City & Regional Planning. Her areas of focus during post-graduate studies included local economic development, land use and participatory processes. She served as editor of *MultipliCity* and was a teaching assistant for Thesis and Methods courses. She was previously employed as a Community Economic Development Consultant with Urbane Development where she executed market studies for feasibility analyses of retail anchors in underserved areas. This involved conducting primary qualitative research with economic development stakeholders and analyzing quantitative socioeconomic and housing data from neighborhood to the MSA scale.

Maggie's tenure with Fund for the City of New York was also noteworthy with its opportunity for conducting research and crafting policy recommendations to the Street Vendor Task Force as part of the Second Avenue Business Turnover study.

Maggie has prepared the Consolidated Plan for Millcreek Township, PA and Passaic County, NJ. She is currently working on the Manassas, VA Housing Plan and completing the Louisville, KY Housing Needs Assessment.

Education

Master of Science in City & Regional Planning
Pratt Institute; 2017

Bachelor of Arts in International Affairs
Northeastern University; 2015

Professional Experience

Mullin & Lonergan Associates, Inc.
Housing & Community Development Specialist
Pittsburgh, PA; Jan. 2018 – present

Urbane Development
Community Economic Development Associate
New York, NY; June 2016 – Dec. 2017

Fund for the City of New York
Community Planning Fellow
New York, NY; Sept. 2016 - April 2017

St. Nick's Alliance
Property & Asset Management Intern
Brooklyn, NY; May 2016 - Sept. 2016

Social Enterprise Fieldwork
Micro-Entrepreneurship Consultant
Cape Town, South Africa; July 2015

Commonwealth
Innovation Program Assistant
Boston, MA; Jan. - July 2015



Sean Rohrer

Sean Rohrer is interested in the use of economic principles and data analysis to strengthen organizations through informed decision making. He believes that communication is just as important as the analysis in order to craft the story that data tells. It is through the use of data, data analysis technologies, and excellent communication that he hopes to find and deliver solutions to development problems.

Before joining M&L Sean worked on a project consulting with the Economic Development Growth Engine (EDGE) of Memphis and Shelby analyzing African American owned businesses, and how to increase their competitiveness. He took up the role of primary data analyst conducting research, analysis, and data visualizations for EDGE. He has a Master of Science in Public Policy and Management from Carnegie Mellon University and a Bachelor of Arts in Political Science from the University of Pittsburgh. He also served five years in the U.S. Army as a Medic.

Currently, he is working on the Housing Needs Assessment for Louisville, KY, and Analyses of Impediments to Fair Housing Choice documents for Canton, OH, Prince George's County, MD and Waco, TX.

Education	Master of Science in Public Policy & Management Carnegie Mellon University (CMU)	Bachelor of Arts, Political Science University of Pittsburgh
Professional Experience	Mullin & Lonergan Associates, Inc. Housing and Community Development Specialist Pittsburgh, PA 2018 - present	Bank of New York Mellon Data Management and Quantitative Analyst Pittsburgh, PA 2017-2018
	Economic Development Growth Engine Data Analyst Memphis, TN 2017	City of Pittsburgh Junior Policy Analyst (Intern) Pittsburgh, PA 2016
	United States Army Medic 2006-2011	



Christine DeRunk

Christine DeRunk is passionate about data-driven decision-making to solve complex societal problems. She has experience with mathematical modeling, techniques for multi-criteria decision-making, statistical analysis and data visualization. These skills pair well with the communication and presentation skills honed by leading a classroom; Ms. DeRunk was a physics teacher, grant writer and project manager for over a decade before making a career change into economic development. At Mullin & Lonergan Associates she is working on an Analysis of Impediments to Fair Housing Choice for Passaic County, NJ and a housing study for the City of Louisville, KY.

Prior to joining M&L Christine studied at the H. John Heinz III College of Information Systems and Public Policy at Carnegie Mellon University where she was the engagement lead on a project for the Economic Development Growth Engine (EDGE) of Memphis and Shelby County, TN. On this project, she took the lead in building mathematical models, conducting the literature review, and interviewing stakeholders.

Her current projects include Analyses of Impediments to Fair Housing Choice for Brunswick, GA, Westmoreland County, PA and Passaic County, NJ.

Education

Master of Science in Public Policy and Management
Carnegie Mellon University
2017

Master of Arts, Peace Education
Antioch University McGregor
2008

Bachelor of Arts, Physics
University of Massachusetts - Amherst, 2000

Professional Experience

Mullin & Lonergan Associates, Inc.
Housing and Community Development Specialist
Pittsburgh, PA
2018 - present

Business Forward
Solutions Analyst
Pittsburgh, PA
2017 - 2018

Economic Development Growth Engine
Data Analyst
Memphis, TN
2017

Township of Upper St. Clair
Administrative Intern
Upper St. Clair, PA
2016



E. Implementation Strategy

Work Plan

Based on the specifications published in the RFP and our experiences with comparable assignments, M&L offers the following Work Plan for your consideration.

M&L will assist Williamson County with preparing the 2019-2023 Consolidated Plan and the 2019 Annual Action Plan for submission to HUD on or before August 15, 2019. The CP will be prepared in a manner that incorporates HUD's eCon Planning Suite in IDIS. In preparing this document, we will be guided by Part 91, Subpart D regulatory requirements; the May 2018 *Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER* reflecting the release of IDIS version 11.15; our general background and experience in preparing Consolidated Plans; and, the County's CP planning procedures that have worked well in the past.

Our proposed Work Plan also includes providing technical assistance to the County to review and revise its local CDBG Program application process. Based on our experience with other clients, we can advise on ways to streamline the process, update the application forms, and utilize technology in the application and scoring process.

We are prepared to adjust the Work Plan based on input from the County.

Task 1. Project Mobilization

Initial Project Planning with CDBG Coordinator

Upon receipt of a signed contract, we will:

- Schedule the Kick-Off Conference Call
- Provide a Stakeholder Chart that includes a list of stakeholder categories with whom workshops will be conducted
- Provide a more detailed Project Schedule to meet the objective of completing the Consolidated Plan and Annual Plan for submission to HUD on or before August 15, 2019

Obtaining IDIS Access

This task will involve the completion and submission of the IDIS Online Access Request Form to the County. This form is required by HUD HQ for our team to have limited access to the County's IDIS system for the exclusive purpose of preparing the Consolidated Plan and Annual Plan in the eCon Planning Suite template.

Review of the County's Citizen Participation Plan

One of the first tasks will be a review of the County's Citizen Participation Plan. As required by HUD, this plan must be reviewed with each Consolidated Plan cycle, amended if necessary, then placed on public display with the Plan and submitted to HUD for approval.

Identification of Stakeholders

At the outset of the planning process, M&L will work with the CDBG Coordinator to refine the list of stakeholders whose input would be sought during the preparation of the Consolidated Plan. Key stakeholders consisting of public and private entities whose input can assist in generating a comprehensive fair housing profile for Delaware and the participating jurisdictions will be identified.

Based on HUD requirements and our experience, the following stakeholder categories should be considered:

- Public Housing Authorities
- County/City department directors from Planning, Engineering, Public Works, Parks & Recreation, Emergency Management, etc.
- Affordable housing providers, including CHDOs
- Health and child welfare agencies concerning lead-based paint hazards
- Public and private agencies that address housing, health, social services, victim services, employment, and education needs of low-income, homeless, and special needs populations
- Neighborhood and community-based organizations
- Business and civic leaders
- Local government agencies involved in metropolitan-wide planning responsibilities that extend beyond a single jurisdiction (e.g., transportation, employment, etc.)
- Workforce development entities
- Other entities identified by staff as appropriate for interviewing

Finally, beginning with Consolidated Plans submitted on or after January 1, 2018, HUD requires that stakeholder consultations also include broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies.

Planning for Stakeholder Outreach

Once the general approach to stakeholder outreach is established, M&L will provide a Schedule Chart. We would require assistance to contact stakeholders, schedule all workshops and meetings, and provide meeting spaces.

Task 2. Community Engagement Process

Below is a suggested plan for maximizing community outreach. Our proposed process reflects a series of tasks that has worked well with other grantees and offers a variety of opportunities for resident participation throughout the Plan process.

Develop a FAQ Sheet

M&L will create a FAQ Sheet for distribution throughout the planning process. The two-sided, one-page sheet will include a basic series of questions and answers (*What is the Consolidated Plan? How does it impact my community? Who is eligible to receive funding or participate in programs? How can I get involved?*) and will be made available at all venues (workshops, meetings, public offices, etc.). The sheet will be colorful, utilize graphics and be made available in English and Spanish.

Conduct Six Stakeholder Workshops

M&L proposes to conduct up to six Stakeholder Workshops to engage local municipalities, stakeholders and others interested parties. Each workshop will be scheduled for 75 minutes and focus on a specific topic. Possible topics might include:

- Affordable Housing (rural environment, barriers, opportunities, etc.)
- Enhancing Access to Community Assets for LMI Households (employment, transit, child care, substance abuse recovery, job training, etc.)
- Workforce Development (job training, education, economic development, etc.)
- Healthy Housing & Safe Neighborhoods (infant mortality, food security, access to health care, crime-free communities, etc.)
- Housing the Homeless & Near-Homeless (challenges, needs, innovative initiatives, etc.)
- Housing for Special Needs Populations (people with disabilities, elderly, persons in recovery, etc.)


We will consult with the CDBG Coordinator to identify which of these topics (or others that cover more appropriate and relevant local topics) to include. A List of Questions will be utilized in each workshop to stimulate discussion.

We will provide a flyer of the dates, time, locations and topics for the series of workshops for distribution. Stakeholders will be invited to attend any one or more of the topical workshops of their choosing. Our experience using this methodology has resulted in much more dynamic discussions involving a wider variety of stakeholders who are focused on a topic tailored to the unique trends and conditions of Williamson County.

Design and Implement a Web-based Survey

M&L will provide a draft survey instrument appropriate for identifying affordable housing and community development needs. The web-based survey will be designed to accommodate responses from community leaders, social service assistance organizations, and the general public. This single logic survey, in both English and Spanish, will be hosted by Survey Monkey.

The survey will be available online. Paper copies can also be made available at all stakeholder workshops and public meetings conducted as part of this process. Ideally,



the survey would be launched the week before stakeholder workshops and public meetings to maximize marketing efforts.

All surveys will be tabulated and analyzed for incorporation into the CP documents. The distribution method and advertising campaign for the survey can be developed upon contract execution.

Facilitate Four Public Meetings

M&L will facilitate four public meetings. The first two meetings will be conducted in locations of the County's choosing. Our goal for each meeting is to actively engage participants in a discussion focused on affordable housing and community development needs. We will utilize a PowerPoint presentation to achieve this goal and provide copies of the FAQ Sheet.

The second set of two meetings will occur once the Plan has been placed on public display. The goal for this set of meetings will be to summarize the major findings, identify the priority needs and set forth the recommended strategies. As before, we will utilize a PowerPoint presentation to achieve this goal.

Document the Community Engagement Process

Throughout the community engagement process, M&L will document the initiatives and their results to incorporate into the Process section of the Consolidated Plan.

Deliverable #1: Written Summary of Community Engagement

Task 3. Technical Assistance for Local Application Process

M&L has assisted several of its clients with tweaking and overhauling their local CDBG application process. In some cases, this involved creating new application forms, new scoring criteria and process, and the overall selection process (use of an objective advisory board, etc.).

Upon contract execution, our team will review the current application packet and discuss with the CDBG Coordinator the issues that are driving the desire to re-work the process. From there, we will draft a proposed plan for modifications to the application form (including possible use of a web-based service such as ZOOM Grants or other comparable vendor), advertising the availability of funds through a local Notice of Funding Availability (NOFA), how to conduct an application workshop for local entities interested in applying for funds, how to incorporate the priority needs

Deliverable #2: Proposed Revisions to the Local Application Process

Task 4. Needs Assessment (NA 05-50)

The Consolidated Plan will describe the estimated housing needs and needs for supportive services projected for the next five years. Housing data will reflect consultations conducted with housing provider agencies, nonprofit organizations and social service agencies (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and homeless persons) that provide assisted housing, health services and social services.



Categories of Persons Affected

The Plan will describe the need for assistance for extremely low income, very low income, low income and moderate-income families, for renters and owners, elderly persons, large families and persons with disabilities. The description of housing needs will also include a discussion of the degree of cost burden and severe cost burden, overcrowding (especially for large families), and substandard housing conditions being experienced by extremely low income, very low income, low income and moderate-income renters and owners compared to the County as a whole.

For any of the categories of households enumerated above, to the extent that any racial or ethnic group is identified to have a disproportionately greater need in comparison to the needs of that category of household as a whole, an assessment of that specific housing need will be included. (Disproportionately greater need exists when the percentage of persons in a category of housing need who are members of a particular racial or ethnic group is at least 10 percentage points higher than the percentage of persons in the category as a whole.)

Public Housing Residents

M&L will describe the needs of current public housing and Housing Choice Voucher households, as well as families on the waiting lists for public housing and Section 8 vouchers.

Homeless Needs

M&L will describe the nature and extent of homelessness using HMIS and the most recent Point-in-Time count from the regional Continuum of Care. The Plan will include an estimate of the special needs of various categories of families and individuals who are chronically homeless or are threatened with homelessness (such as persons with mental illness or with substance abuse problems). The Plan will also contain a narrative description of the nature and extent of homelessness by racial and ethnic group, to the extent that information is available.

Non-Homeless Special Needs

To the extent practicable, the Plan will describe the level of housing need for persons who are not homeless but require supportive housing, including the elderly, frail elderly, persons with disabilities, persons with substance addiction, persons with HIV/AIDS and their families, public housing residents, and other categories that may be appropriate.

Non-Housing Community Development Needs

The Plan will include a concise summary of the County's priority non-housing community development needs, including public facilities, public improvements, public services and other eligible uses of CDBG funding. The basis for this section will be the summary of public participation and stakeholder outreach.



Task 5. Market Analysis (MA 05-50)

General Characteristics

M&L will describe the significant characteristics of the local housing market, including such aspects as the supply, demand, condition and cost of housing, including lead-based paint hazards. The Plan will identify and describe any areas of concentration of minorities and LMI residents within the County.

Lead-Based Paint Hazards

The Plan will estimate the number of housing units that may potentially contain lead-based paint hazards and are occupied by LMI families with children.

Public Housing

M&L will describe the number of public housing units, the physical condition of these units, the restoration and revitalization needs, results from the PHA's Section 504 needs assessments and its strategies for improving the management and operation of public housing, as well as improving the living environment of low and very low-income families residing in public housing. The Plan will also identify the public housing residential communities that will be improved with Capital Fund resources from HUD.

Assisted Housing

The Plan will include a description of the number and targeting (by income and type of family) of units currently assisted by public funds and an assessment of whether any such units are expected to be lost from the local inventory, including expiring Section 8 contracts.

Homeless Facilities

The Plan will include a brief inventory of facilities and services that meet the emergency shelter, transitional housing, permanent supportive housing and permanent housing needs of homeless persons. We will review data made available from the Continuum of Care.

Special Need Facilities and Services

M&L will describe the housing stock available to persons with disabilities and other LMI persons with special needs, including persons with HIV/AIDS and their families. We will describe the facilities and services that assist persons who are not homeless but who require supportive housing and supportive programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

Barriers to Affordable Housing

The Plan will explain whether the cost of housing or the incentives to develop, maintain, or improve affordable housing in the County are affected by local public policies. The information included in this section will be obtained from the County's Analysis of Impediments to Fair Housing Choice.

Non-Housing Community Development Assets

We will provide a concise summary of the priority non-housing community development needs that are eligible for assistance.

Task 6. Strategic Plan (SP 05-80)

M&L will prepare the Strategic Plan in accordance with 24 CFR Part 91.315. Where appropriate, relevant information from other County strategic plans will be incorporated.

General Characteristics

Based on input received through outreach efforts and the data analysis, M&L will define priority needs. For each of the priority needs identified, the CP will include:

- The reasons for the choice of priority needs, describing the choice in terms of housing need (income, tenure, housing problems) and identifying obstacles for addressing the underserved needs
- The specific objectives with each objective identifying the key goals in quantitative terms along with numeric and other measurable indicators of progress and a target date for completion, and
- A description of the resource allocation geographically and among different activities.

Resources

M&L will describe the full range of federal and other resources that are available to assist the County in meeting its housing and community development needs.

- Federal Resources - The expected federal resources to be available to address the needs identified within the Plan.
- Other Resources - The resources from private and non-federal public sources that are reasonably expected to be available to address the needs. The Plan will include an explanation of how federal resources will leverage additional resources, including a description of how matching requirements of HUD programs will be satisfied.

Institutional Structure

M&L will describe the strategy to overcome the gaps in the institutional structure for carrying out its strategy for addressing its priority needs.

Goals

The Strategic Plan will include summaries of the objectives the County intends to initiate and/or complete during the five-year period. For each objective, the Plan will identify proposed accomplishments and quantitative outcomes, as provided in the IDIS Goal Outcome Indicators (GOI).



Public Housing

M&L will describe activities to encourage resident involvement in management and to participate in homeownership. The Plan will also describe how the County will address the needs of public housing.

Barriers to Affordable Housing

M&L will describe the strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing. M&L will use the County's AI to inform this section of the Plan.

Homelessness Strategy

The Plan will include a description of the strategy for identifying resources to be used for the following:

- Helping low income families avoid homelessness
- Reaching out to homeless persons and assessing their individual needs
- Addressing the emergency shelter and transitional housing needs of homeless persons, and
- Helping homeless persons make the transition to permanent housing and independent living

Lead-Based Paint Hazards

The Plan will outline the actions proposed or being taken to evaluate and reduce lead-based paint hazards, and a description of how lead-based paint hazard reduction will be integrated into housing policies and programs.

Anti-Poverty Strategy

The Plan will describe the County's goals, programs and policies for reducing the number of poverty level households and how the goals, programs and policies for producing and preserving affordable housing will be coordinated with other programs and services for which the County is responsible and the extent to which they will reduce or assist in reducing the number of households with incomes below the poverty line. How these initiatives will be coordinated with other programs will be concisely summarized.

Monitoring

The Plan will describe the standards and procedures which the County uses to monitor activities to be carried out in furtherance of the Plan. The current Monitoring Plan utilized, as well as any revisions proposed, will be the basis for this section.

Certifications

M&L will provide the current certifications required by HUD.

Process (PR-05 to PR-15) and Executive Summary (ES-05) Sections

M&L will draft the Process and the Executive Summary sections.

*Deliverable #3: Draft Consolidated Plan Document***Task 7. Revisions to the Consolidated Plan Document**

Based on feedback from the CDBG Coordinator, M&L will revise the draft Plan and prepare the document for public display. We will provide content in MS Word format and Adobe Acrobat.

*Deliverable #4: Display-ready Consolidated Plan Document***Task 8. Preparation of Annual Action Plan (AP 15-90)**

Following approval of the draft Plan, M&L will draft the Annual Action Plan using the following methodology.

Expected Resources

The Annual Plan will include a concise summary of the federal resources expected to be available including grant funds, anticipated program income, and other resources such as private and non-federal public sources that are reasonably expected to be available to carry out its Strategic Plan over the course of the program year. M&L will explain how federal funds will leverage these additional resources.

Annual Goals and Objectives

M&L will summarize the specific goals the County intends to initiate and/or complete within the program year.

Allocation Priorities

M&L will describe the reasons for the County's allocation priorities and how the proposed distribution of funds will address the priority needs and goals of the Strategic Plan.

Method of Distribution

M&L will describe the criteria that will be used to select grant applications, the relative importance of these criteria, how resources will be allocated among funding categories, threshold factors and grant size limits, and outcome measurements expected as a result of the method of distribution.

Projects


M&L will prepare, with staff assistance, the Proposed Project Pages.

Geographic Distribution

M&L will generate a series of GIS maps to indicate geographically how the County will provide direct assistance to low-income and minority concentrated areas during the 2018 program year.

Affordable Housing

The Action Plan will specify goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year. The AAP will also indicate the number of affordable housing units that will be provided



by program type, including rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units.

Public Housing

M&L will describe what actions the County will take in the program year to carry out the public housing portion of the Strategic Plan.

Homeless and Other Special Needs Activities

M&L will describe the one-year goals and the specific actions steps to be undertaken in the program year to carry out the homeless strategy outlined in SP-60 Homelessness Strategy. The Annual Plan will also describe the one-year goals and specify the activities to be undertaken to serve the housing and supportive service needs of non-homeless populations who require supportive housing.

Barriers to Affordable Housing

M&L will describe planned actions to remove or ameliorate the negative effects of local policies that serve as barriers to affordable housing. M&L will summarize appropriate barriers identified in the County's AI for this purpose.

Other Actions

The Annual Plan will describe the planned actions to carry out the strategies outlined in the Consolidated Plan relative to fostering and maintaining affordable housing, evaluating and reducing lead-based paint hazards, reducing the number of poverty-level families, developing institutional structure, enhancing coordination and identifying obstacles to meeting underserved needs and propose actions to overcome those obstacles.

Program-Specific Requirements

The Annual Plan will include the method of distribution, including all selection criteria for funding, how CDBG resources will be allocated among funding categories, the threshold factors and grant limits to be applied.

Deliverable #5: Draft Annual Action Plan

Task 9. Revisions to Draft Annual Action Plan


Based on feedback, M&L will revise the draft Annual Plan and prepare the document for public display.

Deliverable #6: Display-ready Annual Plan Document

Task 10. Public Comment Period & Public Hearing

Once the revised planning documents are provided to the County for the public comment period, M&L will initiate the IDIS entry process. Based on our experiences using the eCon Planning Suite, the later IDIS entry occurs in the development of the documents, the more efficient is the process.

Following the comment period we will collaborate with the CDBG Coordinator to address comments received and incorporate them into the final documents as



required. M&L also can be in attendance at the Commissioners Court meeting to present the plans and address questions.

Task 11. Submission to HUD & Deliverables

Electronic submission of these two documents will occur on or before August 15, 2019 in collaboration with the CDBG Coordinator.

Final deliverables to the County will include electronic files, one original and three copies of the final version submitted to HUD.

Deliverable #7: Final CP/AAP Documents submitted to HUD & County

Task 12. Technical Support during HUD's Review

M&L will remain available to the CDBG Coordinator throughout the 45-day HUD review period for the Consolidated Plan and Annual Action Plan. We will assist in responding to any HUD questions that may arise relative to these two documents.

Assistance Required

During the preparation of the plans, M&L will require assistance for the following tasks:

- Identifying and inviting community stakeholders to workshops
- Reserving meeting spaces for all public meetings and workshops
- Publishing of all public notices as required (M&L can provide draft notices)
- Posting and distributing notices and other alerts to encourage community participation (M&L will provide flyers, email communications, FAQ Sheets, etc.)
- Providing for any language interpretation needed at stakeholder workshops or public meetings (M&L can provide English and Spanish versions of meeting agendas and handouts)
- Timely review and comment on draft agendas, draft documents provided by M&L
- Placing the draft documents on the agenda of the County Commission for approval



Project Schedule

Our proposed schedule assumes a contract start date of January 1, 2019 and a submission date of August 15, 2019 to HUD. We are willing to negotiate the schedule in order to accommodate a new local CDBG application process, if needed.

Task	Month	2019									
		J	F	M	A	M	J	J	A	S	
1 Project Mobilization											
Initial Project Planning		■	■								
Obtaining IDIS Access		■	■	■							
Identification of Stakeholders		■	■	■							
Planning for Stakeholder Outreach		■	■								
2 Community Participation Process											
Develop FAQ Sheet		■	■								
Conduct 6 Stakeholder Workshops				★							
Web-based Survey		■	■	■	■	■	■	■	■		
Facilitate 4 Public Meetings				★					★		
Document Community Engagement		■	■	■	■	■	■	■	■	■	
<i>Deliverable #1</i>											
3 TA for Local Application Process											
Proposed Revisions		■									
<i>Deliverable #2</i>											
4 Needs Assessment											
Needs Assessment		■									
5 Market Analysis											
Market Analysis		■	■								
6 Strategic Plan											
Strategic Plan			■	■	■						
<i>Deliverable #3</i>					★						
7 Revisions to Consolidated Plan											
Revisions					■	■					
<i>Deliverable #4</i>						★					
8 Preparation of Annual Action Plan											
Annual Action Plan						■	■				
<i>Deliverable #5</i>							★				
9 Revisions to Draft Annual Action Plan											
Revisions							■	■			
<i>Deliverable #6</i>								★			
10 Public Comment Period & Public Hearing											
Public Comment Period & Public Hearing								■	■		
11 Submission to HUD & County											
Final Deliverables										■	
<i>Deliverable #7</i>										★	
12 Technical Support during HUD Review											
Technical Support										■	■

★ Indicates meeting or deliverable

F. Price

M&L proposes to complete this assignment for a lump sum fee of \$34,400.

Williamson County, TX		Mullin & Lonergan				TOTAL
		Principal @ \$195/hr		Professional Staff @ \$135/hr		
Consolidated Plan and Annual Action Plan						
1	Project Mobilization	4	\$ 780		\$ -	\$ 780
2	Community Engagement Process	40	\$ 7,800	48	\$ 6,480	\$ 14,280
3	Technical Assistance for Local Application Process	16	\$ 3,120		\$ -	\$ 3,120
4	Needs Assessment	1	\$ 195	16	\$ 2,160	\$ 2,355
5	Market Analysis	1	\$ 195	16	\$ 2,160	\$ 2,355
6	Strategic Plan	1	\$ 195	24	\$ 3,240	\$ 3,435
7	Revisions to Consolidated Plan	1	\$ 195	2	\$ 270	\$ 465
8	Preparation of Annual Action Plan	1	\$ 195	12	\$ 1,620	\$ 1,815
9	Revisions to Draft Annual Action Plan	1	\$ 195	2	\$ 270	\$ 465
10	Public Comment & Public Hearing	12	\$ 2,340	2	\$ 270	\$ 2,610
11	Submission to HUD & Deliverables		\$ -	2	\$ 270	\$ 270
12	Technical Support during HUD Review		\$ -		\$ -	\$ -
Sub-total		78	\$ 15,210	124	\$ 16,740	\$ 31,950
Travel allowance (airfare, hotel, rental car, per diem)						\$ 2,300
Reproduction, publication, mailing expenses						\$ 150
Total						\$ 34,400



Appendix A: CDBG/HOME Client List

Williamson County, Texas
CDBG and HOME Client List

Entitlement/Participating Jurisdiction	State	Category	CP	AAP	CAPER	AI	AFH	ERR	Technical Services
Birmingham	AL	City				◆			
Colorado Springs	CO	City	◆	◆		◆			
Waterbury	CT	City				◆			
Delaware State Housing Authority	DE	State	◆			◆			
New Castle County	DE	County	◆			◆			
Wilmington	DE	City	◆	◆		◆			
Brevard County HOME Consortium	FL	County	◆	◆	◆				
Lake County	FL	County		◆	◆			◆	◆
Palm Bay	FL	City	◆	◆	◆				◆
Sarasota	FL	City				◆			
Sarasota County	FL	County				◆			
Columbus Consolidated Government	GA	City	◆	◆					◆
Henry County	GA	County	◆	◆	◆	◆			◆
Council Bluffs	IA	City				◆			
Davenport	IA	City				◆			
Iowa City	IA	City	◆	◆	◆	◆			
Iowa Economic Development Authority	IA	Region	◆	◆		◆			
Sioux City	IA	City	◆	◆					
Waterloo - Cedar Falls, IA HOME Consortium	IA	Region	◆	◆		◆			
Evanston	IL	City				◆			
Joliet	IL	City				◆			
McHenry County	IL	County	◆	◆					
Moline	IL	City				◆			
Naperville	IL	City					◆		
Oak Park	IL	City	◆			◆			
Rock Island	IL	City				◆			
Will County	IL	County				◆			
Fort Wayne	IN	City				◆			
Kansas Department of Commerce	KS	State	◆	◆		◆			
Wyandotte County & Kansas City Unified Govt.	KS	City	◆	◆					
Annapolis	MD	City	◆			◆			
Arundel Community Services, Inc.	MD	Org.				◆			
Baltimore County	MD	County				◆			
Bowie	MD	City	◆	◆		◆			
Gaithersburg	MD	City				◆			
Prince George's County	MD	County				◆			
Grand Rapids	MI	City	◆	◆					
Jackson	MI	City	◆	◆					
Burlington	NC	City	◆	◆		◆		◆	
High Point	NC	City	◆			◆		◆	
Piedmont Triad Region	NC	Region				◆			

Williamson County, Texas
CDBG and HOME Client List

Entitlement/Participating Jurisdiction	State	Category	CP	AAP	CAPEP	AI	AFH	ERR	Technical Services
Rocky Mount	NC	City	◆	◆			◆		
Wake County	NC	County				◆			
Atlantic County Improvement Authority	NJ	County	◆	◆	◆	◆		◆	◆
Camden County	NJ	County	◆	◆	◆	◆			◆
Gloucester Township	NJ	City				◆			
Jersey City	NJ	City	◆	◆	◆				◆
Monmouth County	NJ	County							◆
Morris County	NJ	County	◆	◆	◆	◆			◆
Ocean City	NJ	City	◆	◆	◆	◆		◆	◆
Parsippany - Troy Hills Township	NJ	City	◆	◆	◆	◆			◆
Passaic County	NJ	County	◆	◆	◆	◆		◆	◆
Paterson	NJ	City	◆	◆	◆				◆
Trenton	NJ	City	◆	◆					◆
Wayne Township	NJ	City	◆	◆	◆	◆		◆	◆
Buffalo	NY	City	◆	◆		◆			
County of Erie, ACT HOME Consortium	NY	Region	◆	◆		◆			
New Rochelle	NY	City	◆	◆		◆	◆		
New York (State of)	NY	State				◆			
Rochester	NY	City	◆						
Yonkers	NY	City	◆			◆			
Cleveland	OH	City				◆			
Cleveland Heights	OH	City				◆			
Cuyahoga County	OH	County				◆			
Dayton/Kettering, OH - HOME Consortium	OH	Region	◆	◆					
Springfield	OH	City	◆						
Abington Township (Montgomery County)	PA	City	◆			◆		◆	
Allegheny County	PA	County	◆	◆	◆	◆			
Allentown	PA	City	◆	◆		◆			
Beaver County	PA	County	◆	◆	◆	◆		◆	◆
Bensalem Township	PA	City	◆	◆		◆		◆	◆
Berks County	PA	County	◆	◆	◆	◆		◆	◆
Buck County	PA	County				◆			
Carlisle Borough (Cumberland County)	PA	City	◆	◆		◆			
Chester	PA	City	◆	◆		◆			
Chester County	PA	County				◆		◆	
Coal Township	PA	City						◆	◆
Cumberland County	PA	County	◆	◆		◆			
Dauphin County	PA	County					◆		
Dauphin County Housing Authority	PA	Org.						◆	
East Stroudsburg	PA	City						◆	◆
Easton	PA	City		◆	◆			◆	◆
Erie	PA	City	◆	◆	◆	◆		◆	◆

Williamson County, Texas
CDBG and HOME Client List

Entitlement/Participating Jurisdiction	State	Category	CP	AAP	CAPEP	AI	AFH	ERR	Technical Services
Erie County	PA	County				◆			◆
Hazleton	PA	City	◆	◆	◆	◆		◆	◆
Hazleton Housing Authority	PA	Org.						◆	◆
Jeannette	PA	City							◆
Johnstown	PA	City	◆	◆	◆	◆		◆	◆
Lebanon County	PA	County						◆	◆
Lehigh County	PA	County	◆	◆	◆	◆		◆	◆
McKeesport	PA	City	◆			◆		◆	◆
McKeesport Housing Authority	PA	Org.						◆	◆
Millcreek Township	PA	City	◆	◆		◆			
Montgomery County	PA	County	◆	◆	◆	◆		◆	◆
Montgomery County Redevelopment Authority	PA	Org.							◆
New Kensington Redevelopment Authority	PA	Org.							◆
Norristown	PA	City	◆						
Philadelphia Redevelopment Authority	PA	Org.							◆
Pittsburgh	PA	City	◆	◆					
Pittston Redevelopment Authority	PA	Org.						◆	◆
Pottsville	PA	City		◆				◆	◆
Pottsville Housing Authority	PA	Org.						◆	◆
Reading	PA	City	◆	◆	◆	◆		◆	◆
Redevelopment Authority of County of Washington	PA	County	◆	◆	◆	◆		◆	◆
Reilly Township	PA	City							◆
Rush Township (Carbon County)	PA	City						◆	◆
Schuylkill County	PA	County						◆	◆
Schuylkill Township (Schuylkill County)	PA	City						◆	◆
Shamokin	PA	City						◆	◆
Somerset County Redevelopment Authority	PA	Org.						◆	
St. Clair Borough (Schuylkill County)	PA	City						◆	◆
Union County	PA	County							◆
Uniontown Redevelopment Authority	PA	Org.						◆	◆
Waynesboro	PA	City						◆	◆
Westmoreland County	PA	County	◆	◆	◆	◆		◆	◆
Williamsport	PA	City	◆	◆	◆	◆		◆	◆
York	PA	City	◆	◆	◆	◆		◆	◆
Bexar County	TX	County	◆	◆					
Corpus Christi	TX	City	◆	◆					
Round Rock	TX	City	◆	◆					
Travis County	TX	County				◆			
Waco	TX	City	◆	◆					
Williamson County	TX	County	◆	◆		◆			
Hampton	VA	City	◆	◆		◆			
Hampton Roads Region	VA	Region				◆			

Williamson County, Texas
CDBG and HOME Client List

Entitlement/Participating Jurisdiction	State	Category	CP	AAP	CAPER	AI	AFH	ERR	Technical Services
Harrisonburg	VA	City	◆			◆	◆		
Lynchburg	VA	City	◆	◆		◆			
Portsmouth	VA	City							◆
Roanoke	VA	City				◆			
Waynesboro	VA	City	◆	◆					
Vermont Agency of Commerce & Community Dev.	VT	State				◆			
Parkersburg	WV	City				◆			

Supplier: **Mullin & Lonergan Associates**



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1810-267

Consultant to Develop 2019-2023 HUD Consolidated Plan/2019-2020
Annual Action Plan

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Nov 7, 2018 2:30:00 PM CST**

**PROPOSAL WILL BE PUBLICLY OPENED:
Nov 7, 2018 2:30:00 PM CST**

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Proposal.

All electronic proposal must be submitted via: www.bidsync.com

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Respondents are strongly encouraged to carefully read this entire RFP.

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

- If mailed or delivered in person, Proposal and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this RFP, to:

Williamson County Purchasing Department
Attn: **PROPOSAL NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
 - Respondent should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
 - It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
 - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

Supplier: **Mullin & Lonergan Associates**

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name:	Location:	
Lake County, FL	Tavares, FL	
Contact Name:	Title:	
Allison Thall	Health & Human Services Manager	
Phone:	E-mail	
3527426502	athall@lakecountyfl.gov	
Contract Date To:	Contract Date From:	Contract Value: \$
see below	see below	see below

Scope of Work:

XXXXXXXXXX
 2015-2019 Consolidated Plan
 10/01/2015 to 09/30/2016
 \$18,500
 2016 Annual Plan
 10/01/2016 to 9/30/2017
 \$30,000
 2017 Annual Plan
 10/01/2016 to 9/30/2017
 \$20,000
 2018 Annual Plan
 7/19/2017 to 9/30/2018
 \$20,000

Reference 2

Client Name:	Location:	
City of Corpus Christi	Corpus Christi, TX	
Contact Name:	Title:	
Rudy Betancourt, MPA, CPM	Director, Housing & Community Development	
Phone:	E-mail	
3618263021	rudyb@cctexas.com	
Contract Date To:	Contract Date From:	Contract Value: \$
04/03/2018	08/15/18	34,650

Scope of Work:

2018-2022 Consolidated Plan

Reference 3

Client Name:

Location:

Passaic County, NJ

Totowa, NJ

Contact Name:

Title:

Deborah Hoffman

Director of Economic Development

Phone:

E-mail

9735694720

deborahh@passaiccountynj.org

Contract Date To:

Contract Date From:

Contract Value: \$

09/01/2016

08/31/2018

30,000

Scope of Work:

**2018-2022 Consolidated Plan
2018 Annual Action Plan**

Supplier: Mullin & Lonergan Associates

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

None

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

not applicable
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.
not applicable

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 **Signature is not required if completing in BIDS SYNC electronically;**

Signature of vendor doing business with the governmental entity

11/7/2018
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

Supplier: Mullin & Lonergan Associates

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	Mullin & Lonergan Associates
Address of Respondent:	2 Kacey Court, Suite 201, Mechanicsburg, PA 17055
Email:	marjorie@mandl.net
Telephone:	4123231950
Printed Name of Person Submitting Affidavit:	Marjorie Willow
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

<input checked="" type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	

I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Mullin & Lonergan Associates**, (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.

Supplier: **Mullin & Lonergan Associates**



Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

- A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.
- B. The least amount of plastic/laminate or other non-recyclable binding materials.
- C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Table of Contents.
- C. Executive Summary. Please see Section 2.4, Executive Summary.
- D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)
- E. Price Sheet.
- F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.
- G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

- I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Proposal.
- B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.
- C. Place of incorporation or organization, if applicable.
- D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.
- E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.
- F. The Respondent's Federal Employer Identification Number.
- G. A commitment by the Respondent to provide the services required by the County;
- H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.
- I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

- A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

- B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.
- C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP.** Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or

- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Respondent must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she is not now, nor has been for the past six months, directly or indirectly concerned in any pool or agreement or combination, to control the price services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not submit a Proposal thereon. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

2.8 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.9 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business

arrangement with any employee, official or agent of the County.

2.10 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

- A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

3.8 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.9 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.10 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.11 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any

manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.12 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. The RFP and its Addenda (if applicable); and
2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. The terms and conditions of the Ensuing Agreement;
2. The RFP and its Addenda; and
3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTIALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Commissioners Court - Regular Session

73.

Meeting Date: 12/18/2018

State Law Enforcement CA Adj 12/18/18

Submitted For: Melanie Denny

Submitted By: Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for County Attorney.

Background

After final review of 2018 financials, the County Attorney unspent State Law Enforcement Training dollars carry forward needs to be adjusted. These funds can only be spent on law enforcement training.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0475.004229	Co Atty\St Law Enforc Training	911.24

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 12/11/2018

Reviewed By

Wendy Coco

Date

12/11/2018 08:11 AM

Started On: 12/10/2018 10:27 AM

Commissioners Court - Regular Session

74.

Meeting Date: 12/18/2018

NACo Prescription Discount Card Revenue Sharing BA 12-18-2018

Submitted For: Melanie Denny

Submitted By: Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program:

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regards to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$313.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Angela Schmidt
Final Approval Date: 12/11/2018

Reviewed By

Wendy Coco

Date

12/11/2018 08:11 AM
Started On: 12/10/2018 04:07 PM

Commissioners Court - Regular Session

75.

Meeting Date: 12/18/2018

NACo Prescription Discount Card Revenue Sharing BA 12-18-2018

Submitted For: Melanie Denny

Submitted By: Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program:

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regards to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	\$313.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Angela Schmidt
Final Approval Date: 12/11/2018

Reviewed By

Wendy Coco

Date

12/11/2018 08:11 AM
Started On: 12/10/2018 04:10 PM

Commissioners Court - Regular Session

76.

Meeting Date: 12/18/2018

Budget Amendment for Non Departmental General Fund

Submitted For: Julie Kiley

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order delcaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Non-Departmental in the General Fund.

Background

As part of the Capital Program the Court approved a one time reimbursement to the General Fund from the Court Reporter Fund for Fiscal Year 2018. This reimbursement offset the cost of employed Court Reporters for the District and County Courts. The \$1.1 million reimbursement fell into fund balance and is being appropriated in Fiscal Year 2019 as part of the CIP program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.000777	Transfer to Capital Projects	\$1,100,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Julie Kiley
Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 08:53 AM
Started On: 12/11/2018 08:40 AM

Commissioners Court - Regular Session

77.

Meeting Date: 12/18/2018

Park Donations BA 12-18-2018

Submitted For: Melanie Denny

Submitted By: Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for Park Donations:

Background

Donations include \$1,040.00 from various patrons for firewood.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$1,040.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 08:53 AM

Started On: 12/11/2018 04:17 PM

Commissioners Court - Regular Session

78.

Meeting Date: 12/18/2018

Park Donations BA 12-18-2018

Submitted For: Melanie Denny

Submitted By: Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional expenditures for Park Donations:

Background

Donations include \$1,040.00 from various patrons for firewood.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$1,040.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 10:59 AM

Started On: 12/11/2018 04:19 PM

Commissioners Court - Regular Session

79.

Meeting Date: 12/18/2018

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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:35 AM

Started On: 12/13/2018 11:23 AM

Commissioners Court - Regular Session

80.

Meeting Date: 12/18/2018

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 314.
- 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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/13/2018

Reviewed By

Wendy Coco

Date

12/13/2018 11:35 AM

Started On: 12/13/2018 11:22 AM