NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
February 12, 2019
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 – 19)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0581-004998	911 Comm/Contingencies	$15,810.26
To	0100-0581-001100	911 Comm/FT Salary	$12,993.31
To	0100-0581-002010	911 Comm/FICA	$993.99
To	0100-0581-002020	911 Comm/Retirement	1,822.96

6. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	$7,500.00

7. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,163.72
	0100.0440.002010	FICA	$471.53
	0100.0440.002020	Retirement	$864.75

8. Discuss, consider and take any appropriate action regarding a Resolution approving Orchard Cultural Education Facilities Finance Corporation Bonds, loans and/or obligations for the benefit of Hill Country Christian School of Austin in compliance with Section 147(f) of the Internal Revenue Code (Note: The bonds are not a liability of Williamson County.)

9. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Dominican Sisters of Mary (traffic control at church on 5501 E. Hwy 29, Georgetown).

10. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for BMW Motorcycles under IFB #1901-290.

11. Discuss, consider and take any appropriate action to approve application for Liability Insurance and all related documents to support operations of the Williamson County Fire Marshal Special Operations Office, with a premium in the amount of $3,518, and authorize County Judge to sign the same.

12. Discuss, consider, and take appropriate action on the required updates to the current six homeland security grant resolutions to replace former County Judge Dan Gattis with County Judge Bill Gravell Jr., naming him as the authorized grant official.

13. Discuss, consider, and take appropriate action on adopting a resolution supporting the application for Homeland Security Grant funding for the 2019 HazMat Monitor Maintenance Project grant #2957205.

14. Discuss, consider, and take appropriate action on adopting a resolution supporting the application for Homeland Security Grant funding for the 2019 Radiological Detection Sustainment Project grant #2957205.

15. Discuss, consider and take appropriate action on approving the Amended Services Contract between Williamson County and Doyle Electric, LLC to provide electrical work for the ESOC Training Lab Expansion Project in the not-to-exceed amount of $37,517.00 and authorizing execution of the agreement.

16. Discuss, consider, and take appropriate action on approving Price Quote #0016164, between MCCI and Williamson County for LSAP Renewal 2019 in the amount of $81,826.10, pursuant to Buyboard Contract #544-17, and authorizing the purchase.

17. Discuss , consider and take appropriate action on the approval of Memorandum of Understanding between Department of Veterans Affairs, Austin Vet Center #703 and Williamson County, Texas (For Veteran Affairs In-Office Support).

18. Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Joseph Hart Taylor) who passed away in J.P., Pct. 2 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

19. Discuss, consider, and take appropriate action on acknowledgment of sufficient continuing education hours by Commissioner Terry Cook surpassing the minimum as required annually.

REGULAR AGENDA

20. Discuss, consider and take appropriate action on exempting the National Center for State Courts (NCSC) from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024 (a)(1)(2)(4) as a professional service to provide a security assessment of the Williamson County Justice Center and authorizing the execution of the agreement.

21. Discuss, consider and take appropriate action regarding capital improvement projects to include the projects and budgets for the 2013, 2014, 2015, 2017, 2018, and 2019 Capital Improvement Programs; the 2013 Park Bonds, and the 2015 Certificate of Obligation.

22. Discuss, consider and take appropriate action on the establishment of a Capital Improvement Plan Process/Committee.

23. Discuss, consider and take appropriate action on approving Lauren Harmon as the Texas A&M AgriLife Extension Service - 4-H Youth Development Agent.

24. Discuss, consider and take appropriate action to authorize County Judge to sign standard form subrecipient agreements and all related documents pertaining to previously approved Community Development Block Grant Annual Action Plans (note: fully signed copies of all agreements to be received and recorded into the minutes at a later date under a separate agenda item).

25. Discuss, consider, and take appropriate action on awarding RFP #1812-284 Public Involvement for Infrastructure Projects to the lowest responsive proposer, Rifline, LLC, pursuant to their submitted response and the terms and conditions listed in the RFP.

26. Discuss, consider, and take appropriate action on a proclamation recognizing the month of February as Teen Dating Violence Awareness month.

27. Discuss, consider and take appropriate action on approving purchase of Kubota KX057-4R1A from Kubota Tractor Coproration, in the amount of $59,004.96 pursuant to BuyBoard Contract #529-17.

28. Discuss, consider and take any appropriate action regarding the creation and approval of the Williamson County Board of Appeals for county fire code enforcement.

29. Discuss, consider, and take appropriate action on recognizing the newest members of Williamson County Emergency Communications.

30. Receive updates on the Department of Infrastructure projects and issues.

31. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations for Corridor H/Sam Bass Road, a project in Commissioner Precinct 1.

32. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Arch Technical Services, LLC (ATS Engineers) to provide building inspection services in the not-to-exceed amount of $8,750.00 relating to the River Ranch County Park Project and authorizing execution of the agreement.

33. Discuss, consider and take appropriate action on awarding IFB #1811-276 Walburg Heights Reconstruction to the lowest responsive bidder, Pro Dirt Services and authorizing execution of the agreement.

34. Discuss, consider and take appropriate action on awarding IFB #1811-277 Lost River Road Culvert Replacement to the lowest responsive bidder, Greyback Utility, LLC. and authorizing execution of the agreement.

35. Discuss, consider and take appropriate action on awarding IFB #1811-281 FY 19 Cross Culverts to the lowest responsive bidder, Forsythe Brothers Infrastructure and authorizing execution of the agreement.

36. Discuss, consider and take appropriate action on approval of the preliminary plat for the Villasana Horizon subdivision - Precinct 4.

37. Discuss and consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.056 acres required for the construction of CR 111, and take appropriate action. (Betty Jo Will/Parcel 38). Funding Source- Road Bonds P249

38. Discuss and consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 2.321 acres and 0.138 acres required for the construction of CR 111, and take appropriate action. (Parcel 26- M&RBFF). Funding Source- Road Bonds P249

39. Discuss, consider and take appropriate action on a real estate contract with HM CR 176-2243, LP for right of way needed on the CR 176 project (Parcel 1). Funding Source: Road Bonds P241

EXECUTIVE SESSION

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

40. 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 County Facilities.
g) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
h) Discuss the acquisition of real property for CR 314.
i) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
j) Discuss the acquisition of real property for SH 29 @ DB Wood.
k) Discuss the acquisition of real property for Hairy Man Rd.
l) Discuss the acquisition of real property for SW Bypass.
m) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
n) Discuss the acquisition of real property for CR 111.
o) Discuss the acquisition of real property for Corridor H
p) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
q) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
r) Discuss the acquisition of right-of-way for Corridor C.
s) Discuss the acquisition of right-of-way for Corridor F.
t) Discuss the acquisition of right-of-way for Corridor D.
u) Discuss the acquisition of right-of-way for Southeast Corridor.
v) Discuss the acquisition of right-of-way for Reagan extension.
w) Discuss the acquisition of right-of-way for Chandler Rd.
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 possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
d) Potential governmental uses for 8th Street downtown parking lot
e) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
f) Discuss property usage at Longhorn Junction
g) 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 Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

41. 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) Wolf Lakes
c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
d) Project Deliver
e) Project Advantage

42. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
f) Discuss proposed acquisition of property for SW 183 and SH 29 Loop

g) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
h) Berry Springs Park and Preserve pipeline
i) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
j) 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.
k) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
l) Employment law claims of Michelle Williams and/or Andrenia McGowen.
m) 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.
n) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
o) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; 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
p) Potential opioid litigation
q) Valerie Adams - EEOC Charge No. 450-2018-03807
r) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.
s) Legal matters relating to Sunset Meadows Subdivision.
t) Discuss District Office Lease at the Williamson County Jester Annex for State Representative.
u) 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.
v) 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
w) BANGL Pipeline Project
x) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division

43. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

44. 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)

45. Discuss and take appropriate action concerning economic development.

46. Discuss and take appropriate action concerning real estate.

47. 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 proposed acquisition of property for SW 183 and SH 29 Loop
g) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
h) Berry Springs Park and Preserve pipeline
i) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
j) 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.
k) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
l) Employment law claims of Michelle Williams and/or Andrenia McGowen.
m) 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.
n) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
o) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025; 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
p) Potential opioid litigation
q) Valerie Adams - EEOC Charge No. 450-2018-03807
r) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.
s) Legal matters relating to Sunset Meadows Subdivision.
t) Discuss District Office Lease at the Williamson County Jester Annex for State Representative.
u) 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.
v) 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
w) BANGL Pipeline Project
x) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division

48. 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.

49. Comments from Commissioners.

_____
Bill Gravell, Jr., 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 8th day of February, 2019 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **5.**

Meeting Date: 02/12/2019

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 911 Communications.

Background

On the 2/5/19 agenda, item #29 was approved increasing the budget on PCN# 1899 from $60,852.62 to $73,845.93. This transfer will move funding out of the 911 Communications "contingencies" line and into the salary line to provide proper funding.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0581-004998	911 Comm/Contingencies	$15,810.26
To	0100-0581-001100	911 Comm/FT Salary	$12,993.31
To	0100-0581-002010	911 Comm/FICA	$993.99
To	0100-0581-002020	911 Comm/Retirement	1,822.96

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/05/2019 02:35 PM
Form Started By: Ashlie Koenig		Started On: 02/05/2019 10:05 AM
Final Approval Date: 02/05/2019		

Commissioners Court - Regular Session **6.**

Meeting Date: 02/12/2019

District Attorney Apportionment Supplement BA 02-12-2019

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	$7,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/05/2019 02:39 PM
Form Started By: Angela Schmidt		Started On: 02/05/2019 11:29 AM
Final Approval Date: 02/05/2019		

Commissioners Court - Regular Session **7.**

Meeting Date: 02/12/2019

District Attorney Apportionment Supplement BA 02-12-2019

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,163.72
	0100.0440.002010	FICA	$471.53
	0100.0440.002020	Retirement	$864.75

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/05/2019 02:41 PM
Form Started By: Angela Schmidt		Started On: 02/05/2019 11:31 AM
Final Approval Date: 02/05/2019		

Commissioners Court - Regular Session **8.**

Meeting Date: 02/12/2019

Bonds for Hill Country Christian School of Austin

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding a Resolution approving Orchard Cultural Education Facilities Finance Corporation Bonds, loans and/or obligations for the benefit of Hill Country Christian School of Austin in compliance with Section 147(f) of the Internal Revenue Code (Note: The bonds are not a liability of Williamson County.)

Background

The Loan will be issued for Hill Country Christian School of Austin for the purpose of financing the acquisition, construction, renovation and/or equipping of an approximate 22,187 square foot athletic multipurpose building located at 3400 Hatch Rd, Cedar Park, Texas. Section 147(f) of the Internal Revenue Code requires that the governmental unit in which the facility is located approve the bonds. Documentation is attached showing that they have met the requirement of a public hearing following reasonable public notice. They are not a liability of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution for Hill County Christian School Loan

Certificate of Public Hearing Hill Country Christian School Loan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/07/2019 09:30 AM
Form Started By: Julie Kiley		Started On: 02/07/2019 08:25 AM
Final Approval Date: 02/07/2019		

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

We, the undersigned officers of the Williamson County, Texas (the "*County*"), hereby certify as follows:

1. **THE COMMISSIONERS COURT OF THE COUNTY CONVENED IN A REGULAR MEETING ON _____, 2019 (THE "*MEETING*"), AT THE DESIGNATED MEETING PLACE, AND THE ROLL WAS CALLED OF THE DULY CONSTITUTED OFFICERS AND MEMBERS OF SAID COMMISSIONERS COURT, TO WIT:**

Bill Gravell	County Judge
Terry Cook	Commissioner, Precinct 1
Cynthia Long	Commissioner, Precinct 2
Valerie Covey	Commissioner, Precinct 3
Russ Boles	Commissioner, Precinct 4

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING FINANCING BY ORCHARD CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE BENEFIT OF HILL COUNTRY CHRISTIAN SCHOOL OF AUSTIN AND RELATED MATTERS

(the "*Resolution*") was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the Commissioners Court shown present above voted "Aye," except as provided below:

NAYS: __

ABSTENTIONS: __

2. **THAT A TRUE, FULL AND CORRECT COPY OF THE AFORESAID RESOLUTION ADOPTED AT THE MEETING DESCRIBED IN THE ABOVE AND FOREGOING PARAGRAPH IS ATTACHED TO AND FOLLOWS THIS CERTIFICATE; THAT SAID RESOLUTION HAS BEEN DULY RECORDED IN SAID**

COMMISSIONERS COURT'S MINUTES OF SAID MEETING; THAT THE ABOVE AND FOREGOING PARAGRAPH IS A TRUE, FULL AND CORRECT EXCERPT FROM SAID COMMISSIONERS COURT 'S MINUTES OF SAID MEETING PERTAINING TO THE ADOPTION OF SAID RESOLUTION; THAT THE PERSONS NAMED IN THE ABOVE AND FOREGOING PARAGRAPH ARE THE DULY CHOSEN, QUALIFIED AND ACTING OFFICERS AND MEMBERS OF SAID COMMISSIONERS COURT AS INDICATED THEREIN; THAT EACH OF THE OFFICERS AND MEMBERS OF SAID COMMISSIONERS COURT WAS DULY AND SUFFICIENTLY NOTIFIED OFFICIALLY AND PERSONALLY, IN ADVANCE, OF THE TIME, PLACE AND PURPOSE OF THE AFORESAID MEETING, AND THAT SAID RESOLUTION WOULD BE INTRODUCED AND CONSIDERED FOR ADOPTION AT SAID MEETING, AND EACH OF SAID OFFICERS AND MEMBERS CONSENTED, IN ADVANCE, TO THE HOLDING OF SAID MEETING FOR SUCH PURPOSE, AND THAT SAID MEETING WAS OPEN TO THE PUBLIC AND PUBLIC NOTICE OF THE TIME, PLACE AND PURPOSE OF SAID MEETING WAS GIVEN, ALL AS REQUIRED BY CHAPTER 551, TEXAS GOVERNMENT CODE.

3. **THAT THE COUNTY JUDGE OF THE COUNTY HAS APPROVED AND HEREBY APPROVES THE AFORESAID RESOLUTION; THAT THE COUNTY JUDGE AND THE COUNTY CLERK OF THE COUNTY HAVE DULY SIGNED SAID RESOLUTION; AND THAT THE COUNTY JUDGE AND THE COUNTY CLERK HEREBY DECLARE THAT THEIR SIGNING OF THIS CERTIFICATE SHALL CONSTITUTE THE SIGNING OF THE ATTACHED AND FOLLOWING COPY OF SAID RESOLUTION FOR ALL PURPOSES.**

SIGNED AND SEALED _____, 2019.

County Clerk	County Judge

(SEAL)

RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING FINANCING BY ORCHARD CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE BENEFIT OF HILL COUNTRY CHRISTIAN SCHOOL OF AUSTIN AND RELATED MATTERS

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

WHEREAS, Williamson County, Texas (the "*County*") has been informed that the Orchard Cultural Education Facilities Finance Corporation, a Texas non-profit corporation (the "*Corporation*") created pursuant to Chapter 337, Texas Local Government Code ("*State Law*") will issue bonds, loans and/or other obligations (the "*Obligations*") in the maximum aggregate principal amount of $7,000,000.00, whereby the proceeds of the Obligations will be loaned to Hill Country Christian School of Austin, a Texas non-profit corporation (the "*Borrower*") for the purpose of financing and refinancing the Project (the "*Financing"*);

WHEREAS, the Corporation is authorized by State Law to provide the Financing for cultural, health, educational and housing facilities by contractual arrangement, and the Obligations issued to the Corporation constitute contractual arrangements in which the Corporation is authorized by State Law to participate in;

WHEREAS, the Obligations are being issued for the purpose of (a) financing the acquisition, construction, renovation and/or equipping of an approximate 22,187 square foot athletic multipurpose building to be located at 3400 Hatch Rd, Cedar Park, Texas 78613 (the "*Project*"); and (g) paying a portion of the costs of issuance of the Obligations.

WHEREAS, the Borrower has agreed to make payments in amounts sufficient to pay the payments required to be made under the Obligations (the "*Payments*");

WHEREAS, section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*") requires that the issuance of any qualified 501(c)(3) obligations be approved by either the governing body of the County or the chief elected executive officer of the County after a public hearing following reasonable public notice;

WHEREAS, the publication of the Notice of Public Hearing (the "*Public Notice*") is evidenced by a Publisher's Affidavit (a copy of which is attached hereto as Exhibit A);

WHEREAS, attached hereto as Exhibit B is Certificate of Public Hearing regarding the conduct of the Public Hearing;

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS THAT:

Section 1. The County hereby approves the Financing and the Project solely for the purpose of satisfying the requirements of section 147(f) of the Code; provided that the

County shall have no liabilities for the Payments nor shall any of the County's assets be pledged to secure the Payments.

Section 2. This Resolution shall become effective immediately upon its passage.

EXHIBIT A

PUBLISHER'S AFFIDAVIT

EXHIBIT B

CERTIFICATE OF PUBLIC HEARING

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with a series of loan transactions to be entered into by the Orchard Cultural Education Facilities Finance Corporation, a Texas nonprofit corporation (the "*Corporation*"), Hill Country Christian School of Austin, a Texas nonprofit corporation ("*Borrower*") and Frost Bank, a Texas state bank in the maximum amount of $5,000,000.00 (the "*Loans*") for the benefit of Borrower, as follows:

1. I served as Hearing Officer for the Corporation for the purpose of conducting a public hearing on the Loans and the use of the proceeds thereof for the purpose of financing the acquisition, construction, renovation and/or equipping of an approximate 22,187 square foot athletic multipurpose building to be located at 3400 Hatch Rd., Cedar Park, Texas 78613 (the "*Project*").

2. Such hearing was conducted commencing at 1:00 p.m. on January 31, 2019 in Room 1.112 of the Family Entrance at the Hill Country Christian School of Austin, 12124 Ranch Rd. 620 N, Austin, Texas 78750, which building and office was open to the public for purposes of the hearing.

1. At the time for the commencement of the hearing, comments, either orally or in writing, were publicly requested on the Project to be financed with proceeds of the Loan and on the making of the Loans.

2. At the hearing,

[✓] no persons presented comments orally or in writing.

[ ] the comments summarized in Exhibit B1 were made orally by the persons listed therein.

[ ] the written comments attached hereto were presented.

3. No time limitations were imposed on any public comments.

IN WITNESS WHEREOF, I have hereunto set ~~my hand~~ this January 31, ~~2019~~.

Hearing Officer

Jeff Mavx

Affidavit of Publisher to Publication of Legal Notice

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
IN THE MATTER OF

Orrick
Notice of Public Hearing January 31, 2019
Orchard Cultural Education Facilities Finance Corp.

The Williamson County Sun/Sunday Sun, newspapers of general circulation, have been continuously and regularly published for a period of not less than one year in the County of WILLIAMSON, Texas, preceding the date of the above-referenced notice. Said notice was published in said paper as follows:

First insertion 13th day of January, 2019
Second insertion_____day of January, 2019
Third insertion_____day of January, 2019
Fourth insertion_____day of January, 2019

Newspaper Representative

Subscribed and sworn to before me, this
18th day of January, 2019.

Witness my hand and official seal.

Dawn Steele, Notary Public
My Commission Expires August 26, 2020

DAWN R STEELE
NOTARY PUBLIC

Davis characterized as issues common to elections administrators statewide. Voter turnout was one of the topics on the table.

Conference participants discussed voter registration requirements and what — if any — changes to those and other election laws might be coming out of the state legislative session, which opened its 140-day regular session Tuesday.

print a piece of paper the voter can examine to ensure the ballot was cast correctly.

"People want that paper copy to back up the electronic ballot," Ms. Koenig said.

Mr. Davis said voters should not think the printout would be a "receipt" they can take with them when they leave the polling place. Voters would put that piece of paper into an electronic tabulations box, from where it would later be counted.

Mr. Davis said training for election workers and a public awareness campaign will be offered in advance of November elections for cities, school boards and any constitutional amendments the state legislature might propose.

The keynote speaker will be Dr. Dan Hale, who will talk on "Connecting Food and Agriculture" at the January 15 luncheon. Dr. Hale, a professor and extension meat specialist, provides information on diet/health, food safety, livestock growth and meat science to consumers, youth, health professionals, retailers, food service managers, packers, processors and livestock producers.

Registi
dependin
the confe
want to
mation
fees, call
sion 225.

For det
about th
the sched
https:/
tamu.ed
come-gro
nual-big-

at 1:00 p.m. in Room 1.112 of the Family Entrance at the Hill Country Christian School of Austin, 12124 Ranch Rd. 620 N, Austin, Texas 78750, to provide an opportunity for all interested persons to be heard with respect to a proposed loan from Frost Bank (the "Bank") to the Corporation in the maximum amount of $7,000,000 and a proposed loan from the Corporation to Hill Country Christian School of Austin (the "Borrower") in the same amount (collectively, the "Loans"); all pursuant to a Loan Agreement by and among the Corporation, the Bank and the Borrower.

The Loans are being made for the purpose of (A) financing the acquisition, construction, renovation and/or equipping of an approximate 22,187 square foot athletic multipurpose building to be located at 3400 Hatch Rd., Cedar Park, Texas 78613 (the "Project"); and (B) paying certain expenses in connection with the issuance of the Loans. The Project is, or will be, owned and/or leased by the Borrower. Hill Country Bible Church will also be a user of the Project. The Loans are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

All interested persons are invited to attend the hearing to express their views, both orally and in writing, with respect to the Loans and the Project. Any interested persons unable to attend the hearing may submit their views in writing to the President of the Board of Directors of the Corporation c/o Orrick, Herrington & Sutcliffe LLP, Attn: Hoang Vu, 609 Main Street, 40th Floor, Houston, Texas 77002, prior to the date scheduled for the hearing.

NOTICE OF PUBLIC MEETING

to discuss Florence ISD'S Texas Academic Performance Report

FLORENCE ISD will hold a public meeting at 6:30 P.M., January 21, 2019, in the Florence High School Library, 401 FM 970, Florence, Texas. The purpose of this meeting is to discuss and accept comments from the community regarding Florence ISD's Texas Academic Performance Report (TAPR) for the 2017-2018 school year.

NOTICE TO ALL PERSONS HAVING CLAIMS AGAINST THE ESTATE OF JANETH ARLENE OWENS

Charles E. Lance, Attorney for Applicant

THE STATE OF TEXASCOUNTY OF WILLIAMSON CITATION BY PUBLICATION NO. 18-126-AC4

TO:NATHAN MORENO

and to all whom it may concern, GREETING:

YOU HAVE BEEN SUED. YOU MAY EMPLOY AN ATTORNEY. IF YOU OR YOUR ATTORNEY DO NOT FILE A WRITTEN ANSWER WITH THE CLERK WHO ISSUED THIS CITATION BY 10:00 A.M. ON THE MONDAY NEXT FOLLOWING THE EXPIRATION OF TWENTY DAYS AFTER YOU WERE SERVED THIS CITATION AND PETITION, A DEFAULT JUDGMENT FOR THE RELIEF DEMANDED IN THE PETITION MAY BE TAKEN AGAINST YOU.

The FIRST AMENDED ORIGINAL PETITION FOR TERMINATION AND ADOPTION OF STEPCHILD of, Petitioner, was filed in the said Court of Williamson County, Texas, on the 6th day of November, 2018 , against NATHAN MORENO, Respondent, numbered 18-126-AC4 and entitled:

IN THE INTEREST OF A. N. O., MINOR CHILD

The suit requests THAT THE COURT GRANT RELIEF REQUESTED IN PETITION.

The Court has the authority in this suit to enter any judgment or decree TERMINATING PARENTAL RIGHTS AND GRANTING ADOPTION OF STEPCHILD, which will be binding on you.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, on this the 4th day of January, 2019.

LISA DAVID, DISTRICT CLERK
Williamson County, Texas
P.O. Box 24, 405 M.L.K. Street
Georgetown, Texas 78627-0024

ADDRESS OF ATTORNEY FOR PETITIONER: Justin Michael Jackson
1464 E Whitestone Blvd
Ste 2201
Cedar Park TX 78613

No. 18-1104-CP4 IN THE ESTATE OF ALEXANDRA LEE PAPOURAS VAN ZELFDEN DECEASED IN COUNTY COURT AT LAW NO. 4 WILLIAMSON COUNTY, TEXAS NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary c/o: Jennifer M. McKay
Attorney at Law
312 Gulfstream Dr.
Georgetown, TX 78626
DATED the 10TH day of January, 2019.
/s/ Jennifer M. McKay
Jennifer M. McKay
Attorney for William Leonard Herblin IV
State Bar No.: 00788021

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Gloria Ann Puckett, Deceased, were issued on January 9, 2019, in Cause No. 18-1177-CP4, pending in the County Court at Law No. Four, Williamson County, Texas, to: Charlotte Ann Barnes.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: Kevin Henderson
Attorney at Law
213 A West 8th St
Georgetown, TX 78626
DATED January 9, 2019.
S/ Kevin Henderson
Kevin Henderson
Attorney for Charlotte Ann Barnes
State Bar No.: 09424500
213 A West 8th St
Georgetown, TX 78626
Telephone: (512) 240-5367
Facsimile: (512) 863-9381
E-mail: kevinhenderson@justice.com

Cause No. 18-1171-CP4 County Court at Law No. 4, Williamson County, Texas Estate of Margaret Fulton Middleton NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Margaret Fulton Middleton, Deceased, were issued on January 8, 2019, under Docket No. 18-1171-CP4, pending in the County Court at Law Number Four, Williamson County, Texas, to Robert Kent Middleton.

Claims may be presented in care of the Attorney for the Estate addressed as follows: Fred Fuchs, Attorney at Law, 10905 Sierra Verde Trail, Austin, Texas 78759.

All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law.

Dated this 8th day of January 2019.

By: /s/Fred Fuchs
Fred Fuchs
Attorney for the Estate

GARY GADISON : misc. boxes
THOMAS J. PRICE : HH goods
SAMANTHA WILLEY : HH goods
THOMAS F. PULLEN : HH goods

CITY OF GEORGETOWN

The City of Georgetown is accepting sealed bids for the following:

ITB 201916 - Cedar Breaks to Pastor Dedicated Waterline

Due January 29, 2019.

All sealed bids are due 2:00 PM CST at the following address:

Georgetown Municipal Complex
Purchasing Department
300-1 Industrial Ave.
Georgetown, TX 78626

To obtain information on the ITB and to register for the bid list, go to https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx

NOTICE TO CREDITORS

Notice is hereby given that original Letters of Testamentary for the Estate of Lillie Ruth Thomas, Deceased, were issued on or about January 8, 2019, under Docket No. 18-1200-CP4 pending in the County Court at Law No. 4 of Williamson County, Texas, to Charles E. Lance.

Claims may be presented in care of the attorney for the estate, addressed as follows: Charles Lance
Estate of Lillie Ruth Thomas, Deceased
c/o Charles E. Lance, Attorney at Law 3613 Williams Drive, Suite 102
Georgetown, Texas 78628

All persons having claims against this estate, which is currently being administered, are required to present them within the time and in the manner prescribed by law.

DATED the 8th day of January, 2019.

By /s/ Charles E. Lance
Charles E. Lance, Attorney for Applicant

No. 18-1143-CP4 IN THE ESTATE OF RONALD TISDALE MAHAN, DECEASED IN COUNTY COURT AT LAW NO. 4 WILLIAMSON COUNTY, TEXAS NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of RONALD TISDALE MAHAN, Deceased, were issued on January 7, 2019, in Cause No. 18-1143-CP4, pending in the County Court at Law No. 4, Williamson County, Texas, to: CHRISTEN KING
803 Main Street
Georgetown, Texas 78626
Phone: (512) 863-5594
Fax: (512) 863-9350
Email: stumplaw@aol.com

JOINT NOTICE OF SALE THE STATE OF TEXAS COUNTY OF WILLIAMSON

BY VIRTUE OF ORDERS OF SALE DATED the 4th day of January, 2019, and Issued pursuant to judgment decrees of the District Court of Williamson County, Texas, by the Clerk of said Court on said date in the hereinafter numbered and styled causes, and to me directed and delivered as Constable of said Court, I have on the 4th day of January, 2019, seized, levied upon, and will on the 5th day of February, 2019, at the NORTHEAST SIDE OF THE WILLIAMSON COUNTY JUSTICE CENTER ANNEX AT 4TH & MARTIN LUTHER KING, GEORGETOWN, TEXAS, at 10:00 a.m. on said day, proceed to sell for cash to the highest bidder all of the right, title, and interest of the defendants in such suit in and to the following described real estate levied upon as the property of said defendants, as provided for by the TEXAS PROPERTY TAX CODE.

All of the following properties being located in Williamson County, Texas and each property being more particularly described on an instrument recorded in the Official Public Records, Williamson County, Texas. The approximate property addresses reflected herein are the addresses on the tax records and may or may not be completely accurate.

PROP, #CAUSE, #STYLE, PROP DESCRIPTION, ADDRESS, ACCT #

1 16-0557-T395 The County of Williamson, Texas v Eddie Lee Wilson AKA Eddie Wilson Et Al, Lot 4, Block H, Anderson Mill West Section One, Williamson County, Texas (Volume 1374, Page 343 of the Official Deed Records, Williamson County, Texas), 1314 Texas Oak Way, Cedar Park, Texas 78613-5527, Account #R093693

2 16-0558-T425 The County of Williamson, Texas v Maria Barajas, Lot 31, Block O, Mesa Ridge Section Six Phase Three, City of Round Rock, Williamson County, Texas (Document #2015001213 of the Official Public Records, Williamson County, Texas), 1312 Hogan Ln, Round Rock, Texas 78664-3396, Account #R067322

3 17-0104-T395 The County of Williamson, Texas v Jeffrey Scott Hall Et Al, 0.14 Acres, more or less, being the South part of Lot 4, and the South

County, Texas), 3207 Peruga Ln, Round Rock, Texas 78681-3886, Account #R423290

8 17-0587-T425 The County of Williamson, Texas v Marcella Robledo Et Al, The east part of Lot 2, Block 3, Lake Drive Addition to the City of Taylor, Williamson County, Texas (Document #2007011305 of the Official Public Records, Williamson County, Texas), 2204 W Lake Dr, Taylor, Texas 76574-2125, Account #R017454

9 17-0603-T425 The County of Williamson, Texas v Dennis M. Hrabal AKA Dennis Hrabal Et Al, Lot 12, Block D, Estates of North Creek Ranch Section Three, City of Leander, Williamson County, Texas (Document #2016006414 of the Official Public Records, Williamson County, Texas), 700 Pampas Ricas Dr, Leander, Texas 78641-8049, Account #R437108

10 17-0613-T368 The County of Williamson, Texas v Dale E. Hyatt AKA Dale Hyatt Et Al, Lot 21, Block C, The Settlement at Blockhouse Creek Section One, Williamson County, Texas (Document #1996060449 of the Official Public Records, Williamson County, Texas), 2706 Alexander Dr, Leander, Texas 78641-2458, Account #R098491

11 17-0641-T368 The County of Williamson, Texas v Douglas Myron Cantrell AKA Douglas Cantrell Et Al, 10.0 Acres, more or less, out of the Henry Fields Survey, Abstract No. 233, and a Manufactured Home, Serial #TXFL1A50894504, Label #TEX0188261, Williamson County, Texas (Volume 1453, Page 912 of the Deed Records, Williamson County, Texas), Stubblefield, Liberty Hill, Texas 78642, Account #R306666

12 17-0696-T26 The County of Williamson, Texas v Isaiah Paramore Et Al, 0.49 Acres, more or less, being part of Lot 32D, South San Gabriel Ranches, and a Manufactured Home, Serial #TXFL112A85022CG12, Label #RAD1326382, Williamson County, Texas (Document #2007053540 and #2011074979 of the Official Public Records, Williamson County, Texas), 210 Jennifer Ln, Leander, Texas 78641-1411, Account #R367685

13 18-0098-T368 The County of Williamson, Texas v Erika Crathers Et Al, 0.14 Acres, more or less, being the South part of Lot 4, and the South

Commissioners Court - Regular Session **9.**

Meeting Date: 02/12/2019

Vehicle Reimbursement Agreement with Dominican Sisters of Mary for County Sheriff

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Dominican Sisters of Mary (traffic control at church on 5501 E. Hwy 29, Georgetown).

Background

This agreement gives permission for Dominican Sisters of Mary 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

Attachments

Dominican Sisters of Mary

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/07/2019 10:09 AM
Form Started By: Starla Hall		Started On: 02/05/2019 11:25 AM
Final Approval Date: 02/07/2019		

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 February 7, 2019 20 19 and shall terminate on September 30, 20___. 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: Dominican Sisters of Mary

Signature: S. María José Acosta, OP

Printed Name: S. María José Acosta, OP

Title: Religious Superior

Date: February 04, 2019

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: Robert Chody

Date: 2-7, 2019

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Bill Gravell, Jr.
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session **10.**

Meeting Date: 02/12/2019

Advertisement for Sheriff's Office BMW Motorcycles

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for BMW Motorcycles under IFB #1901-290.

Background

This Invitation for Bid will help support the operations of the Williamson County Sheriff's Office. This expenditure will be charged to 01.0100.0560.005700. Funding was approved in the FY2019 Budget. Department contact is Commander Tony Carter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/07/2019 11:11 AM
County Judge Exec Asst.	Andrea Schiele	02/07/2019 11:20 AM
Form Started By: Erica Smith		Started On: 02/05/2019 11:42 AM
Final Approval Date: 02/07/2019		

Solicitation 1901-290

Williamson County Sheriff's Office BMW Motorcycles

Bid Designation: Public

Williamson County, Texas

Bid 1901-290
Williamson County Sheriff's Office BMW Motorcycles

Bid Number	1901-290
Bid Title	Williamson County Sheriff's Office BMW Motorcycles
Bid Start Date	In Held
Bid End Date	Mar 14, 2019 2:00:00 PM CDT
Question & Answer End Date	Mar 8, 2019 5:00:00 PM CST
Bid Contact	Erica Smith Purchasing Specialist III 512-**943**-1554 erica.smith@wilco.org
Contract Duration	**One Time Purchase**
Contract Renewal	Not Applicable
Prices Good for	**90 days**
Bid Comments	**Purchase of two 2019 BMW R 1250 RT-P motorcycles**

Item Response Form

Item	**1901-290--01-01 -** Please Inlcude Price for Two 2019 BMW R 1250 RT**-P Motorcycles**
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** Fleet Services 3151 SE Inner Loop Suite B Georgetown TX 78626 **Qty** 1

Description
Please Include Total Price for Two 2019 BMW R 1250 RT-P Motorcycles.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION NUMBER 1901-290
Williamson County Sheriff's Office BMW Motorcycles

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Mar 14, 2019 2:00:00 PM CDT

PROPOSALS WILL BE PUBLICLY OPENED:
Mar 14, 2019 2:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  100 Wilco Way
  Suite P101
  Georgetown, TX 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named _____ on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMS AND SUBMISSION

2.1 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/Departments/Purchasing/Conflict-of-Interest

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package even if no conflict exists. Package may be deemed incomplete without this form.

2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. 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 Bid and/or 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.

2.3 BID AFFIDAVIT

The Bidder 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 Bidder certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB. Additionally, the Bidder certifies that the Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.5 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.6 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids be submitted electronically through BidSync; however, Bidders can submit a hard copy. Please be aware that submitting bids electronically is a convenience to the bidder. **Williamson County takes no responsibility for any third-party system interruption potentially causing late delivery of bidder's submittal.**

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation 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 Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of an award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;

F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

3.11 REJECTION OR ACCEPTANCE.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

https://www.bidsync.com/bidsync-app-web/shared/shared/embeddedSearchResults.xhtml?srchoid_override=2025019&pastonly=1

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be

generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent's performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations

or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. Termination for Cause: The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise 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 Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County'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 Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Bidder agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Bidder reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder's agents, servants or employees, as well as all claims of loss or damage to the Bidder'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 Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work

only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
100 Wilco Way, Suite P101
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Submittal.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Bidder'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 Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only an estimate; the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not

paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation, civil or criminal, or 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. Furthermore, the bidder certifies to the best of its knowledge and belief that within the last five (5) years Bidder or Bidder Related Entities have not: a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction; b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency; c. had any business license or professional license suspended or revoked; d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency. If Bidder cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made. The Commissioner's Court will determine whether a contract may be entered into with the Bidder. The Bidder's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Bidder shall have an obligation to immediately notify the Purchasing Department in writing if at any time during the term of the contract if becomes aware of any event which would cause the Bidder's certification or explanation to change. Bidder acknowledges that the Commissioner's Court may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

LAW ENFORCEMENT MOTORCYCLE SPECIFICATION
WILLIAMSON COUNTY SHERIFF'S OFFICE

GENERAL:

It is the intent of this specification to describe a police motorcycle to be used in high-speed highway traffic and law enforcement work. The motorcycle will at times be operated at speeds above 115 mph for both short and long distances at ambient temperatures ranging from 20^0F to 120^0F. It will be driven on all types of roads and road surfaces and shall possess outstanding handling characteristics, maneuverability, and stability.

It is intended that the manufacturer in the selection of components will use materials and design practices that are the best available in the industry for the type of operating conditions to which the motorcycle will be subjected. Frame, engine, transmission, drive train, brake, suspension, wheel, tire and other component parts of the motorcycle shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification.

The term "heavy duty" as used in this specification shall mean that the item to which the term is applied shall exceed the usual quantity, quality, or capacity supplied with standard production motorcycles; and it shall be able to withstand unusual strain, exposure, temperature, wear and use.

Motorcycles offered in compliance with this specification must be manufacturer's police models. Police accessories must be engineered and designed, or certified, by the manufacturer of the motorcycle to be compatible with all other components, give dependable service and not degrade its handling characteristics or appearance.

2. RULES AND REGULATIONS:

Motorcycles shall comply with all applicable; Code of Federal Regulations, Title 49, "Federal Motor Vehicle Safety Standard (FMVSS) and Society of Automotive Engineers standards and Health and Safety Code, (distance of radio equipment from the operator's head, etc.) regulations. In addition, all motorcycles shall comply with all other Federal and State rules, regulations and safety standards applicable to the vehicle type in effect on the date of the opening of the invitation for bid.

Vehicle shall be current year production model, two-wheel motorcycle, equipped for police service and having a wheelbase of not less than 58 inches or more than 65 inches. Each model shall visibly display the vehicle identification number (VIN), gross vehicle weight rating (GVWR), date of manufacture and any other information required by Federal or State regulation.

3. TECHNICAL SPECIFICATIONS:

3.1 Engine:

The engine shall be a heavy-duty “police package” of the manufacturer’s standard engine, meeting the following requirements:

A. Not less than 1170 cubic centimeters (cc) displacement.
B. Minimum of 2 cylinders.
C. Air or liquid cooled.
D. Shall be four cycle.
E. Shall produce not less than 125 hp.
F. Reciprocating engine parts to be balanced at the factory in an effort to reduce engine and consequential motorcycle vibration during the service life of motorcycle.
G. Fuel injection with recommended octane rating of 89 AKI.
H. Electronic engine management system with automatic choke, individual cylinder pre-ignition, temperature and oxygen sensors to provide consistent operation under varied conditions and fuels.
I. Dual ride modes: Rain mode for reduced power and early traction control intervention / Road mode for full power and normal traction control intervention.
J. Engine shall possess an oil level indicator to advise operator of low oil level.
K. Engine to be equipped with factory installed thermostatically-controlled radiator cooling fan to avoid overheating.

3.2 Powertrain:

3.2.1 Final Drive:

Shall be maintenance-free shaft drive.

3.2.2 Clutch:

A. To be latest type multiple disc, self-energizing, wet-type, hand operated.
B. Hand lever shall be located on left handlebar with adjustment for size of operator hand.
C. Hydraulic self-adjusting actuation providing automatic clutch lever free-play adjustment under all service conditions.

3.2.3 Transmission:

A. Shall be minimum of 6 speeds.
B. Gears shall be constant mesh design.
C. Shift pattern shall be as follows: Neutral located between first and second gears, shall shift down from neutral to first gear and up from neutral to second, third, fourth, fifth, etc.

D. Shall have foot shift lever designed to be operated by toe and shall not interfere with normal foot position on foot peg.
E. Foot shift lever shall be located on left side with adjustment for size of rider's boot.
F. An indicator light and digital gear indicator display, readily visible to the rider, shall be provided to indicate when the transmission is in neutral position as well as indicate the operating gear selected.

3.3.1 Brakes:

A. Front and rear brakes shall be hydraulic controlled systems with independent rear wheel brake control. Anti-Lock Brake System (ABS) and traction control (ASC) required.
B. Front brakes shall be dual disc type, hand operated from the right handlebar with adjustability in lever for size of operator hand.
C. Rear brake shall be disc type, foot operated with pedal located on right side. Linkage shall be close fitting to eliminate any lost motion and designed to give trouble free service for the life of the motorcycle. Brake pedal shall incorporate a non-skid pedal surface or pad to permit safe application and minimize the possibility of the foot slipping off the brake pedal.
D. Hydraulic hoses and metal lines shall be mounted and protected in such a manner so as to prevent them from becoming damaged due to chafing, rubbing, or vibration. Brake lines and calipers shall be located away from exhaust heat.

3.3.2 Frame/Suspension/Fiberglass/Sheet Metal:

A. Frame shall be carbon steel tubing / cast elements of such a design, construction and material to enhance stability and handling characteristics with law enforcement equipment installed (radio, antenna, light systems, and other components required by this specification). Vibration and other naturally occurring forces shall not cause cracking of the motorcycle frame, suspension or body components when subjected to normal police service.
B. Rear fork shall be swinging arm type with integral coil spring(s) and hydraulic/gas shock absorber(s). Rear shock absorber(s) shall have provision for adjustment to accommodate rider's weight.
C. Front forks to be hydraulic design and adjusted to permit the shortest possible turning radius and designed for best handling characteristics in police service considering weight and weight distribution. Fork pre-load shall not be gas pressure adjustable.
D. Frame, spring(s) and shock absorber(s) shall be adequate to handle rider plus the added weight of a transistorized motorcycle certified radio transmitter and receiver, radio box and saddlebags as engineered and installed for police service on rear of the motorcycle.
E. The minimum load-carrying capacity of the motorcycle as delivered shall be no less than 400 pounds (GVWR minus unladen weight prior to installation of police-specific equipment).

3.4 Electrical System:

3.4.1 Chassis Electrical:

A. Shall be 12-volt system with LIN-bus / circuit breakers / protectors and/or fuses for protection of all circuits from overload or short circuits.

B. Heavy duty alternator (540 watt minimum), with voltage regulator incorporating transient voltage protection and dashboard digital system voltage display to alert driver to system voltage condition.

C. Motorcycle shall incorporate a linked dual battery system, providing one heavy duty maintenance-free primary battery for the operation of the motorcycle and anti-lock brake system, and a second auxiliary maintenance-free battery for the operation of specialized police equipment. Both batteries shall be linked to recharge from the central alternator during motor operation. A heavy duty relay triggered by the electrical management system shall disengage the auxiliary battery when the engine is not running (or producing current) to enable all special police equipment to draw only from the auxiliary battery, thereby preserving the primary battery to enable reliable restarting regardless of the length of the violator stop.

D. Starter shall be latest type 12-volt starting motor with solenoid and one-way clutch engagement. Starter button shall be located on right handlebar. Shall feature a “clutch safety system” that prevents the engine from being started when the clutch is engaged and the transmission is not in neutral.

E. Motorcycle shall incorporate LIN-bus body controller to monitor and control all police accessory circuits, provide timed shut-down of circuits and protect the system from parasitic loads 30 minutes after vehicle shut-down. Body controller should also monitor auxiliary battery voltage and shut-down circuits when needed to protect the auxiliary battery from severe discharge damage.

3.4.2 Lighting:

LIN Processor Controlled LED Lighting System

A. Headlight to be single element low beam / dual element high beam, quartz halogen-with a high beam indicator light mounted so that it is readily visible to the rider. High and low beams to be controlled by a switch on the handlebar. A switch should be located on the handlebar which allows front and rear lighting to be turned “on” or “off” with engine, operating, independent of ignition switch. Tail light shall be fitted with multiple brake / tail light LED’s with warning to advise the operator if a brake / tail light fails.

B. Brake light shall provide illumination as required by FMVSS and be a multiple LED system with warning to advise the operator if a brake light bulb fails.

High-mounted supplementary LED brake/tail light shall be fitted to

provide additional rear visibility. Supplementary light shall comply with all applicable SAE and CA Title 13 requirements.

C. LED turn signals designed and/or installed in such a manner as to be visible from the front and rear, two (2) on the front and two (2) on the rear with indicator lights on dash panel. A separate switch for the rear turn signal lights with indicator light shall permit the rear signal lights to flash together, independent of the front signals. Turn signal switch for both left and right signals shall be located on the handlebars and shall be the push to lock-on type with indicator lights which will operate when the turn signals are in operation.
Side-facing LED auxiliary turn signal lights shall be located in the rear emergency light module to allow motorists to better see signaling intentions while riding along side other motorists. These optional side turn signals will function when the individual turn signal is engaged as well as the two-way or all-way flasher system.

D. Two (2) blue LED identification light strips shall be installed inside the lower rear light housing, illuminated via the tail light circuit.

E. Emergency Lights: To be modular LED lighting units which contain multiple LED light heads optimally aimed for high visibility. Light heads shall be one each forward facing (left and right), one each forward facing 10 degree outside angle, one each forward side facing, one each rear side facing, one each (left and right) rear facing. Auxiliary rear facing duplex emergency light (left and right integrated in one housing) shall be permanently attached to the radio antenna mounting bracket, remaining rear facing when radio box lid is raised to access equipment.

F. Integrated, latching push button w/indicator to activate “cruise lights” shall be standard equipment, providing 10% power to the front and rear facing emergency lights to satisfy cruise light requirements. Cruise lights will remain on during emergency light operation when either / or front or rear emergency light circuit is not activated.

G. Integrated rocker switch w/indicator to manually activate “alley lights” shall be standard equipment. Switch will steadily illuminate the front left or right 3-up white alley light, regardless of the emergency light activity. Alley lights shall have selector switch to allow alley lights to flash alternatively with emergency lights with alley light switch over-riding emergency light flashing when desired.

H. Emergency light heads shall be non-flashing type controlled by processor-controlled flasher system with multiple flash patterns and sequential light switching from a single push-button switch.

Flasher connected to siren InterClear function to enable secondary flashing pattern for 7 seconds each time siren mode is changed. Primary and secondary flasher programming buttons provided in secure location. Emergency lights shall operate with ignition switch in either the “On” position, and up to 30 minutes after ignition “Off” position. Motor shall include two indicator lights within the operator’s field of vision to indicate when rear or front lights are “On”.

I. Light color to be specified below:

front light color:	left Red	right Blue
f-10° light color:	left Red	right Blue
f-side light color:	left Red	right Blue
r-side light color:	left Red	right Blue
rear light color:	left Red	right Blue
aux. rear light color:	left Red	right Blue

J. Switches for control of all emergency equipment (siren, emergency lights, etc.) shall be located on the handlebar and accessible without removing hands from the grips. Emergency light switch shall be a momentary rocker switch with the following functions:

-First press = front & rear emergency lights
-Next press = rear emergency lights only
-Next press = front emergency lights only
-Next press = repeating as before
-Press & Hold Anytime = OFF
(or alternative sequence activated programming via dip switch#1)
-First press = rear emergency lights only
-Next press = front & rear emergency lights
-Next press = rear emergency lights only
-Next press = front emergency lights only
-Next press = repeating as before
-Press & Hold Anytime = OFF

K. Ignition switch, headlight switch, rear flashing amber light switch and all other switches not specifically located in this specification, shall be mounted on the dash panel or on the handlebar and be conveniently accessible by the rider.

L. The ignition, headlight and running light switches shall be designed and wired to permit the engine to run without the headlight or running lights on.

M. Dash panel with instrument lights shall be angle adjustable to prevent glare / obstruct visibility.

N. Horn must have a minimum of 82 dB output measured at a height of 4’ and at a distance of 50 feet directly ahead of motorcycle on an asphalt surface, with the engine at idle (SAE J377). Horn button to be located on the left handlebar switch assembly. With motorcycle ignition “on”, the horn will activate the siren “air horn” function.

3.5 Handlebars:

Handlebars shall be chrome plated, stainless steel, or other corrosion resistant finish of

the latest approved type suitable for police work and allow the officer to sit in an upright vertical position with both hands on handlebar grips. Movement of the handlebars shall not be restricted by any accessory equipment or windshield/fairing.

A. All exposed wiring to switches shall be encased in plastic loom and clamped to bars. All wiring subjected to friction to be adequately protected to prevent wear and eventual grounding.
B. Handlebar grips to be of firm dark colored plastic and / or rubber which will not discolor hands.
C. Throttle control, to be located on right handlebar, shall allow no lost motion or play and shall return to idle when hand is released from grip.
D. Throttle control shall incorporate an electronic cruise control system to enable the rider to temporarily inhibit the throttle from closing to assist with hand signals. Cruise control should disengage anytime the brakes are applied, the clutch lever is actuated or the throttle position is closed. Cruise control should operate at low speed (from 9 mph up).
E. Handlebar control levers shall provide an adjustable cam to vary the lever reach from the grip to accommodate various hand sizes.
F. Provision shall be made for mounting a radio control head system in the center of the handlebars, gas tank console or fairing. Fairing dashboard shall contain radio speakers of 4 Ohms impedance to broadcast radio traffic, pre-wired with for connection to mobile radio. Mounting of the radio control head and microphone shall not obstruct visibility of indicators or accessibility of controls and switches and shall be readily accessible when seated on the motorcycle.
G. Handlebar switches shall be standard for the activation of the following features:
    1. Electronic gun lock release
    2. Take-down lights (steady-burn and wig-wag modes)
    3. Alley lights
    4. Rear 2-way flashers, 4-way flasher
    5. Radio speaker cut-off
    6. Electronic speedometer pace-lock
    7. Lights-OFF
    8. Cruise lights
    9. Fog lights (if so equipped)
    10. Speedometer pace-lock
    11. PTT, PTPA, PTT2, Siren, Emergency Lights

3.6 Tires and Wheels:

3.6.1 Tires:

To be first quality, bead retention, tubeless tires specifically approved by the manufacturer for police service.

A. Each tire and wheel assembly shall be balanced. Lateral and radial run-out shall be within the factory recommended tolerances.
B. Tires supplied shall be tested and approved by the manufacturer for use

on the make motorcycle bid.

C. Tires supplied must be readily available through motorcycle manufacturers distributors at time of delivery of the first motorcycles supplied in compliance with these specifications.

D. Tires shall conform to the performance requirements listed in section 4.1.

E. Tire Pressure Monitoring (TPM) system provides continuous monitoring via digital reading in dashboard information display of front and rear tire pressure. Dashboard Alert for slow leak / Dashboard Warning for fast lose of air pressure.

3.6.2 Wheels:

Front and rear wheels shall be alloy type. Front and rear wheel shall be designed to prevent tire separation from rim if tire becomes flat. Rim shall be equipped with an interior shoulder that does not permit dismounting of the sidewall bead from the shoulder and prevents subsequent movement of the sidewall into center-recess of the rim or to the outside of the rim when tire is run flat. Rim locks are not acceptable as an alternate to this specification. Tire pressure valve stem shall be side-mounted for easy accessible for daily check / correction of tire pressure.

3.7 Mirrors:

Right and left side rear view mirrors are to be installed in such a manner to minimize vibration and shall be:

A. Rectangular in shape. No less than 3-1/2” x 5” or 17 square inches.

B. Short shank, folding, mounted on the handlebars or breakaway design mounted to fairing shell.

C. Mirrors shall be “true vision” type.

3.8 Speedometer:

Shall be designed for police work. Shall be certified accurate digital unit within ± 2 mph throughout its entire speed and temperature operating range as compared to the true motorcycle speed in which it is installed.

A. Shall provide illuminated accurate easy-to-read digital display.

B. Shall provide a handlebar switch to press and lock the (pace) speed, displaying this speed on the digital display adjacent to the primary speed display. The pace speed shall be erased through ignition sessions.

C. Shall operate from the wheel speed sensor providing a digital reading that will not change with time or wear (not require recalibration).

D. Tachometer shall be supplied.

3.9 Protection Bars:

Front (engine guard) and rear (bag guard) protection bars shall be shot-peen finished stainless steel construction to resist corrosion. The front and rear protection bars shall also be designed to provide mountings for the siren speakers and other accessories.

3.10 Fairing:

Shall be equipped with a frame mounted full fairing and electrically-adjustable windshield system providing exceptional stability and protection from the elements.

A. Windshield shall be of clear polycarbonate, scratch-resistant, approved glazing material (Ref. Lexan MR-4000 or equivalent).
B. Windshield angle should be electrically adjustable while riding via handlebar switch to provide optimal protection / adjustment to minimize wind noise and optimize comfort to the operator.
C. Fairing and windshield system shall not cause imbalance of the motorcycle at any speed.

3.11 Seat:

Shall be height-adjustable heavy-duty police type foam padded adjustable waterproof saddle covered with black textured vinyl material that reduces heat-gain in sunlight. Each seat can be adjusted to five different heat settings for maximum comfort in cold weather.

3.12 Stands:

Side stand shall be of steel construction and have a minimum of two and one-half square inches of surface on the ground when extended. Stand designed to support the weight of the motorcycle when loaded with full police equipment.

A. Shall be mounted on left side.
B. Shall be designed so that the stand can be lowered and retracted with foot when seated on the motorcycle.
C. So designed that it will not strike ground during hard left turns when retracted.
D. Amount of lean of motorcycle shall not exceed 15 degrees from vertical when stand is extended and front wheel is in a straight-ahead position. Stand shall support motorcycle up to a 9 degree grade without locking mechanism.
E. Center service stand shall be standard, permanently fitted to motor, raising the rear wheel off the ground when deployed, to enable operator to rotate - check condition of either tire.

3.13 Footrests:

Shall be equipped with footrests so constructed that they will touch the ground prior to other fixed component, fold in the event of contact with the ground, enabling a minimum lean angle of 40 degrees. Footrests shall not restrict the lean angle of the motorcycle.

3.14 Siren/Public Address System:

An electronic motorcycle 100W siren and electronic twin speaker, with motorcycle siren/public address (PA) system and will be SAE J1849 compliant, shall be supplied and installed, operating only when ignition switch is “on”. Siren to produce electronic tones wail, yelp, hyper-yelp and air horn. PA may be interfaced with mobile radio. Control switch shall have these operating modes:

(1) Momentary rocker push-button – single press to activate siren. Additional single press of push-button will scroll through wail, yelp and hyper-yelp (when enabled). Press and hold of push-button deactivates siren regardless of position in scroll cycle. Switch actuation shall be sufficiently precise to enable siren “chirp” via double-tap switch operation.
(2) Horn button - siren air horn operates whenever ignition switch is “on” and horn button is pressed.
(3) Optional quick-detachable PA microphone and cable for use if motor will not be equipped with helmet headset interface incorporating PA functionality.
(4) Helmet headset interface accommodation including standard PTT, PA and PTT2 switches, siren InterClear input signal, PA input, PTT/PA input signals, interface power & ground, etc.

3.15 Muffler:

A. Shall meet legal sound restrictions.
B. Shall be constructed of stainless steel to maximize useful life.

3.16 Keys:

To have three keys (two luxury keys and one service key if available) provided for each motorcycle at time of delivery. Keys to contain anti-theft security chip to disable ignition system unless the proper ignition key is utilized.

3.17 Color:

Motorcycle finish and color on painted surfaces other than the frame are to be Night Black as follows:

A. Frames - Black.
B. Fenders - front Night Black on painted area with black texture rain guard, rear black textured finish.
C. Fairing shall be Night Black on painted surfaces.
D. Saddlebags to be Night Black on painted surfaces. Radio box shall be painted Night Black.

3.18 Radio Box and Saddlebag System:

To be equipped with a lockable integrated radio storage box with grounded base suitable for mounting of police radio / video system / etc. with electronic push-button lid release. A standard grounded radio antenna mounting shall be provided behind the radio box floor plate suitable for all radio frequencies from 40 MHz to 800+ MHz. Radio box optimal dimensions: 17”L x 12”-10”W x 6”-4.5”H (box is tapered front to rear).

Two (2) law enforcement type utility saddlebags mounted on each side of the rear wheel. Saddlebags shall be composite construction. Optimal dimensions: 19.5”L x 6.75”w x 10.5”H (bag) / 4”H (lid). Tapered rectangular shape with a minimum capacity of 23 liters each. Boxes shall be sealed against moisture and dirt. Front hinge / single glove-friendly rear latch should allow operator to open lid while seated on motor. Latch secures lid without requirement to lock / key lock standard for security.

3.19 Emergency Tool Kit:

A minimal emergency tool kit shall be supplied with each motorcycle.

4.0 PERFORMANCE REQUIRMENTS:

Motorcycles purchased against this specification shall display outstanding stability, maneuverability, cornering and other handling characteristics necessary for a motorcycle engaged in urban enforcement as well as high-speed traffic law enforcement use which includes operation over various types of road surfaces and operating conditions. Motors shall be capable of reaching a top speed of at least 125 mph fully loaded with no sign of instability, even when riding through curves at high speed. Cornering lean angle shall not be less than 40 degrees, providing optimal cornering clearance, improving the ability of the operator to avoid obstacles spotted in a curve.

0-100 MPH Acceleration = maximum of 11 seconds.
Top Speed = 125 MPH minimum
Average Deceleration Rate = minimum 28 feet per second.

5.0 PRE-DELIVERY SERVICE:

All motorcycles must be completely serviced, inspected, properly adjusted and road tested before delivery, including the proper fill of all fluids and lubricants. All motorcycles shall be delivered with a minimum of 2 gallons of fuel in the fuel tank. Batteries shall be serviced and fully charged on delivery.

6.0 WARRANTY:

The standard manufacturer’s warranty shall apply to all motorcycles purchased under this specification. Manufacturer shall also provide a 36-month / 60,000 mile, no deductible limited warranty for all motorcycles. Any cost for this warranty shall be included in the bid price of the motorcycle.

7.0 TECHNICAL SUPPORT AND INFORMATION:

The successful bidder shall supply the Department with the following technical information at the time the first motorcycle is delivered to the Department.

Manuals:

A. Each motorcycle shall be delivered with a rider's manuals as well as warranty guide / consumer information guide necessary for proper operation and maintenance of the motorcycle.
B. Factory service manual covering repair of all components of the motorcycle is available on RSD DVD (quantity one per order).
C. Electronic parts catalogue can operate on agency PC giving service part numbers complete in every detail covering the vehicle purchased - 2 copies.

8.0 DELIVERY:

All motorcycles shall be delivered to the following location:

Williamson County Fleet Services, 3181 - Bldg. #1 S.E. Inner Loop, Georgetown, TX 78626.

9.0 **SUPPLEMENTARY ORDERS:**

The Department retains the right to place supplementary orders, either upon issuance of the Purchase Order or by a Purchase Order Change within 120 calendar days after the Purchase Order date. In the event the Department exercises such increase option, the vendor shall agree to furnish to the Department the additional quantity of units ordered at the bid price.

OPTIONS, ACCESSORIES AND SPECIAL SERVICES

The following accessories / options should be fitted to the motor prior to delivery:

A. Navigator System with dashboard mounting
B. Dynamic Package (Headlight Pro, Hill-Start Control, ABS Pro, Ride Modes Pro)
C. LED additional headlight (driving lights) that wig-wag w/emergency lights
D. Engine sump protection plate
E. Side stand extension
F. Locking radar or Lidar gun mounts
G. Radar / Lidar gun adaptor plate
H. Moving radar integration package for Stalker DSR including radar plug, remote attachment mount, DSR display, F&R antenna mounts, remote controller mount, counter unit mount
I. Waterproof cigarette lighter / USB power outlet.
J. Power socket plug (DIN)
K. Fused power cable for front power outlets for higher current loads (typically used with electric clothing)
L. Setcom interface module
M. Radio integration package including power plug, speaker plug, Y-harness, quick mounting plate, siren PA cable kit, accessory connection plug kit

Question and Answers for Bid #1901-290 - Williamson County Sheriff's Office BMW Motorcycles

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **11.**

Meeting Date: 02/12/2019

Liability Insurance for Fire Marshal and Special Operations

Submitted For: Randy Barker **Submitted By:** Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action to approve application for Liability Insurance and all related documents to support operations of the Williamson County Fire Marshal Special Operations Office, with a premium in the amount of $3,518, and authorize County Judge to sign the same.

Background

This insurance is for General and Professional Liability to include Commercial Inland Marine coverage for the Williamson County Fire Marshal and Special Operations Office. An insurance application is typically not signed by the insurance carrier until after the applicant signs the documents. Department point of contact: Marty Herrin. Funding Source: 01.0100.0542.004412.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Insurance Proposal
Policy Request form
Quote Letter
Unsigned Application
Terrorism Form
No loss statement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/07/2019 11:30 AM
County Judge Exec Asst.	Andrea Schiele	02/07/2019 01:26 PM
Form Started By: Kerstin Hancock		Started On: 02/07/2019 10:43 AM
Final Approval Date: 02/07/2019		

Date: 1/28/2019

Insurance Proposal For:

Williamson County Fire Marshal Special Operations
911 Tracy Chambers Lane
Georgetown, TX 78626

Presented By: Extraco Banks dba Extraco Insurance PO Box 7813 Waco, TX 76714 Phone: (254) 761-2065 Fax: (254) 761-2063	**Emergency Services Insurance Program** McNeil & Company Insurance and Risk Services P.O. Box 5670 20 Church Street Cortland, NY 13045 Phone: (800) 822-3747 Fax: (607) 756-5051 Website: www.esip.com
Carrier: Arch Insurance Company A.M. Best Rating: A+ Superior	

This proposal is valid for 90 days.

DISCLAIMER

GENERAL CONDITIONS:

This proposal is based on information provided to McNeil & Company by your Agent. An application signed and dated by an official of the entity and the agent/broker must be received prior to binding coverage.

The quotation in this proposal does not necessarily match the coverages or limits requested in any bid specifications and/or application.

Each individual policy contains the actual terms, conditions and exclusions. This proposal highlights certain features and benefits of the program.

Final premium is subject to adjustment based on any changes to limits and coverages received subsequent to the release of this proposal.

OUR PROMISE

We developed your Insurance Proposal based on information provided by your ESIP insurance agent. We depend on your agent's knowledge of your organization and on interviews with your organization's personnel, to design the best policy and coverages for you. If you have any questions or concerns about the adequacy or appropriateness of the proposed coverage, please discuss them with your ESIP agent. Many of the policy features can be customized to meet your special needs.

In this proposal we outline the various coverages being offered. However this document can not take the place of an actual policy. Only an actual policy contains all of the terms, conditions, and exclusions that affect your coverage. Please review your policies carefully with your agent to be certain that you clearly understand your insurance program.

We believe that the Emergency Services Insurance Program (ESIP) provides emergency service organizations such as yours with the best insurance products available. We promise that you will find our coverage and service to be beyond your expectations!

For more information about ESIP's products and services, visit us on the Internet at www.esip.com.

IMPORTANT NOTICE

According to our records, your organization does not carry an Accident policy on your members. ESIP offers a 24 Hour Accidental Death & Dismemberment policy providing a death benefit for accidents occurring both on duty and off duty.

At McNeil and Company, we strive to provide the best coverage available for our customers. Your policy provides coverage for your buildings, vehicles, portable equipment and your emergency service liability needs. Your most valuable asset is often overlooked – your members. The financial peace of mind of their loved ones is at risk when duty puts your personnel in harm's way. Offering Accident Insurance protection for your members provides a valuable death benefit to their loved ones should the worst occur.

Furthermore, at a time when departments nationwide are experiencing unprecedented declines in membership, benefits such as these can aid in the recruitment of new members and in the retention of trained personnel.

For your convenience, on the following pages you will find a quote for 24 Hour Accidental Death and Dismemberment coverage for your members. This quote is based on the number of members shown in the Property and Casualty survey provided to us.

In order to ensure that you are aware of the valuable coverage that we are offering, you will need to Accept or Reject this coverage, sign and date the proposal page and return it to us.

We believe that your members deserve the best protection that your organization can provide, whether in the vehicles they drive, the gear they wear, or the equipment they use. Doesn't it make sense to protect their lives as well?

OPTIONAL 24 HOUR AD&D

Williamson County Fire Marshal Special Operations

SCHEDULE OF BENEFITS					
PART	BENEFIT	AMOUNT OF INSURANCE	CLASSES OF ELIGIBLE PERSONS		
			1	2	3
I	**Indemnity Benefits**				
	A. Accidental Death & Dismemberment, Loss of Sight, Speech or Hearing - Injury Only	**Principal Sum $10,000**	☐	☐	☒
	B. Additional Seat Belt Benefit - Injury Only	**Maximum $2,500**	☐	☐	☒
II	**Family Education Benefit**				
	A. Dependent Child	**Maximum $5,000**	☐	☐	☒
	B. Surviving Spouse or Domestic Partner	**Maximum $5,000**	☐	☐	☒
	C. Other	**Maximum $5,000**	☐	☐	☒
III	**Physical Assault Benefit - Injury Only**	**Maximum $2,500**	☐	☐	☒

Eligible Persons: Class 1 – Volunteers, Class 2 – Auxiliary, Class 3 – Paid Career (works more than 1,300 hours annually)

ANNUAL PREMIUM: $500.00 (Quote based on member information on file)

Part I Indemnity Benefits

A) Accidental Death, Dismemberment, Loss of Sight, Speech or Hearing – Injury Only

If a Covered Person loses their life, limb, sight or hearing as a result of an accident, he or she will be eligible for a benefit of up to the Principal Sum shown in the Schedule of Benefits.

B) Additional Seat Belt Benefit

We will pay an additional 25% of the Principal Sum if the Covered Person was in a motor vehicle and wearing a properly fastened seat belt when the Injury occurred that caused his or her death.

Part II Family Education Benefits

If benefits are payable for the loss of life of a Covered Person, we will also pay education benefits for:

A) Dependent Child – if enrolled as a full time student within 24 months of the Covered Person's death

B) Surviving Spouse or Domestic Partner – if enrolled within 48 months of Covered Person's Death

C) Other – if no Dependent Child, Surviving Spouse or Domestic Partner exists

Part III Physical Assault Benefits

We will pay an additional benefit equal to 25% of the amount paid under Part I-A, or the maximum shown in the schedule, whichever is more, if such injury is caused by Physical Assault committed by a person other than a Covered Person.

Acknowledgement

☐ Accept* (See Binding Requirements) ☐ Agent Not Licensed (Did Not Present)

☐ Reject

Signature: _____ Date: _____

(Officer of Organization)

REQUIREMENTS TO BIND COVERAGE:

FULLY COMPLETED, SIGNED APPLICATION (CONTACT YOUR INSURANCE AGENT)

SUBMIT ALL REQUIRED PAPERWORK TO YOUR INSURANCE AGENT

Provided by Arch Insurance Company

Named Insured will read on the policy as:

First Named Insured:

Williamson County Fire Marshal Special Operations

Other Named Insured:

Williamson County Haz Mat Team

Other Named Insureds should include all legal entities under which you operate or own property, including any Fire Company, Volunteer Association, Auxiliary, or Cadet Program. If the named insureds shown above are not correct please advise your ESIP agent.

Limits of Insurance

General Aggregate	$10,000,000
Products/Completed Operations Aggregate	$10,000,000
Each Occurrence	$1,000,000
Personal & Advertising Injury	$1,000,000
Damage to Premises Rented to You *	$100,000
* Damage by Fire, Lightning or Explosion	
Medical Expense	$5,000

Schedule of all Premises you Own, Rent or Occupy

Location 1: 911 Tracy Chambers Lane, Georgetown, TX 78626

Coverages Included

Watercraft

Owned Watercraft less than 35 feet

Owned Unmanned Aircraft (Drones)

Contractual Liability

Fund Raising Activities

Host Liquor Liability

Temporary Liquor Liability for Events Lasting 10 Days or Less

Members as Insureds

Includes Physicians acting within the scope of their duties for Insured

Fire and Rescue Service Liability

Emergency Services E&O
Medical Malpractice Liability
Dispatcher's Liability
Medical Director's E&O
Good Samaritan Liability

Emergency Services Liability

Directors and Officers Liability
Spousal Liability
Estates, Heirs & Legal Representatives Liability
Employee Benefits Liability
Employment Related Practices Liability
Unintentional Release of Individually Identifiable Health Information
Outside Directorships
$100,000 Non-Monetary Relief

Coverages Included

Pollution Liability

On-Premises

Includes Above Ground Fuel Storage Tanks

Off-Premises

$1,000,000 Sub-Limit for Corrective Action Costs

Fellow Member Liability

Bodily Injury and Property Damage

Property Damage to Rented Premises (other than fire) $50,000

Enhanced Property Damage

Use of Reasonable Force to Protect Persons or Property

Bail Bonds - $5,000

Your Expenses - $1,000 per day

Blanket Additional Insured

Persons or Organizations - As Required by Contract

Managers, Landlords or Lessors of Premises

Lessors of Leased Equipment

Waiver of Subrogation

Newly Acquired/Formed Organizations - 180 Days

Duties in the Event of an Occurrence, Offense, Claim or Suit

Limits Persons Required to Give Notice

Liberalization

Bodily Injury Includes Mental Anguish

Damage to Customer's Autos - $50,000

Additional Terms and Conditions

Exclusion: Law Enforcement Liability

Coverages Included

Network Security & Data Breach Liability

Network Security & Data Breach Liability Each Event Limit	$1,000,000
Network Security & Data Breach Liability Aggregate Limit	$10,000,000
Network Security & Data Breach Liability Retroactive Date	10/31/2014

Provides liability coverage for third party claims or suits involving:

- Disclosure, loss or theft of personally identifiable or confidential corporate information in your care, custody or control which is obtained or released from your computer system
- Failure to disclose or warn of the actual or potential disclosure or misappropriation of personally identifiable or confidential corporate information
- Violation of any federal, state or local privacy statute addressing disclosure or misappropriation of personally identifiable or confidential corporate information
- Transmission of malware from your computer system
- A denial of service attack which blocks access to your website or computer system

Coverage applies to personally identifiable information of your members.
Coverage applies to events first discovered and reported during the policy period or any extended reporting period.

Privacy Event Mitigation Expense

Privacy Event Mitigation Expense Each Event Limit	$50,000
Privacy Event Mitigation Expense Aggregate Limit	$50,000
Privacy Event Mitigation Expense Retroactive Date	10/31/2014

Provides coverage for reasonable and necessary fees and expenses for:

- Computer forensic analysis of your computer system to determine the cause and extent of the privacy event
- Review of the privacy event by an approved crisis management or legal firm to advise you of the appropriate response
- Travel by your directors, executive officers or employees which is done to mitigate the damage of a privacy event
- Costs associated with notifying affected parties of the privacy event
- Expenses for services, such as credit monitoring, provided to individuals for the purpose of mitigating the effect of a privacy event on them

Coverage applies to events first discovered and reported during the policy period or any extended reporting period.

Limits of Insurance

Valuation	Guaranteed Replacement Cost
Deductible (Single Occurrence)	$250

Coverage Extensions

Commandeered and Impounded Property

Primary Coverage

Actual Cash Value or Legal Liability - Whichever is Greater

Adjusted Based on Owner's Policy Provisions if Other Than ACV

Loss of Use and Income

Includes Member's ATV's, Watercraft, Golf Carts and Snowmobiles

Member's Personal Property

Cost to Repair or Replace

$0 Deductible

Includes ATV's, Watercraft, Golf Carts and Snowmobiles

Patient's Property	$50,000
Computers in Transit	$25,000
Rental Reimbursement - Member's Vehicle	$10,000
Cost to Recertify	$10,000
Permanently Installed Property Off Premises	$200,000
Drones	$25,000
Additional Living Expenses - Members	Up to $1,000
Deductible Reimbursement - Members	Up to $1,000

Damage to Member's Primary Residence

Responding to, while at or returning from an emergency

Waived Deductible	Up to $1,000

Waiver applies to not more than 3 claims across all lines in any one policy term

Applies if previous 2 policy periods with us were loss free

McNeil & Co.'s commitment to our client doesn't end with our comprehensive, industry-tailored polices. More than any other insurance company, we want to help you mitigate risk, increase safety, and control losses. We are proud to offer a variety of valuable Risk Management Services with every policy we write.

ESIP RISK MANAGEMENT SERVICES

- Designated Account Safety Specialist
- Wheelchair Van Safety & Security Checklist
- Motor Vehicle Record (MVR) Reviews
- Sample Policies & Policy Reviews
- Hazardous Materials & Incident Command Pocket Guides
- Specialized Safety Forms, Checklists, and Self-Inspection Sheets
- Driver Training & Evaluation Info, including EVOC, accident investigation guides, etc.
- Risk Management Surveys & Recommendations, to help identify potential areas of loss
- Employment Practices Hotline
- Alcohol Server Training
- Sample Liability Waivers
- Safety Posters

Don't Forget About

E-Learning is our internet-based training and tracking management platform with instant, 24/7 access to a wide range of courses. This platform enables your members to access vital information and training anywhere with an internet connection, including via most mobile devices. Our management tools empower your organization's leaders to create customized training programs, track user activity, and easily maintain detailed records. We also offer document dropbox for uploading your own policies and training materials. Training specialists are available to help set up E-Learning for your organization, lead system walkthroughs and tutorials, and provide technical support. Best of all, these services come at no additional cost to you!

For more information on our Risk Management Services or E-Learning, visit esip.com or call 1-800-822-3747 ext. 176.

Policy Premium

Commercial Package	Included
Commercial Inland Marine	Included
Total (Including Terrorism):	$3,518

Additional Coverage Lines Available

Commercial Property	
Crime	
Business Automobile	
Commercial Umbrella	
Accident & Health	
Group Life	
24hr AD&D (See Page 3)	$500.00

Binding Requirements

Binding Requirements:
Signed Policy Request Form
Signed Terrorism Rejection Form, Only if rejecting coverage
Signatures on the ESIP Application

Policy Request Form

Named Insured: _____

Line of Business	Effective Date	If optional limits, values, or deductibles are desired, please indicate below	Pricing
Property			
Crime/Fidelity			
General Liability			
Business Auto			
Inland Marine			
Umbrella			
Group Term			
Accident and Sickness			
Netsafe Cyber Liability			
Misc			
Misc			
		Total Premium	
	Fees		
		Total	

Are these policies premium financed? ☐ Yes ☐ No

If yes, what is the name of the Premium Finance Company? _____

Premium Payment Options – (Note that if account is premium financed, installment options are not available for the policy.) **Minimum Account Premium for Payment Option: $2,500***

☐ Annual ☐ Semi-Annual ☐ Quarterly

Federal Identification Number of Insured: _____

Current Employer's Liability Information (Required if Binding an Umbrella Policy):

Carrier: _____ Policy Number: _____ Effective Date: _____

Employer's Liability (Coverage B) Limits: $ _____ Bodily Injury by Accident

$ _____ Bodily Injury by Disease

$ _____ Bodily Injury by Disease Policy Limit

Agency Name: _____ Producer Name: _____

CSR Name: _____

_____ _____

Date Signature of Insured Agent

***Minimum Account Premium for Payment Option does not apply in Florida.**

This is not a binder nor should it be used as one. This form is solely for the purpose of ordering coverage for which McNeil and Company, Inc. has provided a quote.

McNeil & Company, Inc.
P.O. Box 5670
Cortland, New York 13045
(800) 822-3747 ▪ Fax: (607) 756-5051

To:
From:
Date:
RE:

TOTAL:

Additional Fees/Surcharges (if applicable):

ESIP EMERGENCY SERVICES INSURANCE PROGRAM BY McNeil&Co.

PROPERTY/CASUALTY INSURANCE APPLICATION
MULTI-STATE

P.O. Box 5670
Cortland, NY 13045
Phone: (800) 822-3747
Fax: (607) 756-5051
Email: applications@
mcneilandcompany.com

GENERAL INFORMATION

Date of survey: _____ Renewal Date: _____ Date proposal needed: _____

Legal Name of Organization: _____
(Include all organizations that are to be included as insureds including Fire Districts, Fire Companies, Rescue Squads and Auxiliaries)

_____ FEIN: _____

Mailing Address: _____

_____ County: _____

Location Address: _____

_____ County: _____

Website Address: _____ Phone #: _____

Chief: _____ Phone #: _____ E-Mail: _____

Training Officer: _____ Phone #: _____ E-Mail: _____

Inspection Contact: _____ Phone #: _____ E-Mail: _____

INSURANCE AGENT INFORMATION

Producer: _____ CSR or Other Contact _____

Name of Agency: _____

Address: _____

Telephone: _____ Fax: _____ E-mail address: _____

Do you currently write this account? ☐ Yes ☐ No

If yes, for how long? _____ Carrier Name: _____

Is the account Sub-Brokered? ☐ Yes ☐ No

If yes, please indicate Agency Name and Address: _____

_____

BUSINESS INFORMATION

Which best describes the organization (please check one):

☐ Fire Suppression only (no EMS) ☐ Fire and Rescue/EMS ☐ Professional/Trade Association

☐ Rescue/EMS Squad or Ambulance Squad ☐ Relief Association ☐ Training Center

The organization is a (please check one):

☐ Tax District ☐ Independent Non-Profit Organization ☐ County Department/Organization

☐ Municipal, Village or Town Department ☐ For Profit Organization

If a municipal, village or town department, is the organization a separate legal entity? ☐ Yes ☐ No

If a county department or organization:

Does the county utilize a risk manager who oversees each department/emergency service organization and designs/implements loss control procedures? ☐ Yes ☐ No

Is each department/emergency service organization assessed and responsible for their share of premiums? ☐ Yes ☐ No

Population served on a first-call basis: _____ Year established: _____

BUSINESS INFORMATION (CONTINUED)

Have you been Cancelled, Non-Renewed or Declined in the past 3 years? ☐ Yes ☐ No

If Yes, Please Explain: _____

_____

REAL AND PERSONAL PROPERTY

Please complete the schedule below. If the coverage is blanket, be sure to show a breakout of the building and contents values at each location.

Location Number	Address			Limit of Insurance Building	Limit of Insurance Personal Property		Number of Stories
Construction Type ☐ Type 1-Frame ☐ Type 2-Joisted Masonry ☐ Type 3-Non-combustible ☐ Type 4-Masonry non-combustible ☐ Type 5-Modified fire resistive ☐ Type 6-Fire resistive	Occupancy Type ☐ Station ☐ Social Hall ☐ Storage ☐ Other (describe) _____	☐ Own ☐ Lease	Year Built: ____ Year Bldg Updated/Inspected Wiring: ____/____ Roof: ____/____ Plumbing: ____/____ HVAC: ____/____		Bldg Sq Ft ____ Sq Ft You Occupy ____	Burglar Alarm ☐ Yes ☐ No	Sprinkler System ☐ Yes ☐ No
Location Number	Address			Limit of Insurance Building	Limit of Insurance Personal Property		Number of Stories
Construction Type ☐ Type 1-Frame ☐ Type 2-Joisted Masonry ☐ Type 3-Non-combustible ☐ Type 4-Masonry non-combustible ☐ Type 5-Modified fire resistive ☐ Type 6-Fire resistive	Occupancy Type ☐ Station ☐ Social Hall ☐ Storage ☐ Other (describe) _____	☐ Own ☐ Lease	Year Built: ____ Year Bldg Updated/Inspected Wiring: ____/____ Roof: ____/____ Plumbing: ____/____ HVAC: ____/____		Bldg Sq Ft ____ Sq Ft You Occupy ____	Burglar Alarm ☐ Yes ☐ No	Sprinkler System ☐ Yes ☐ No
Location Number	Address			Limit of Insurance Building	Limit of Insurance Personal Property		Number of Stories
Construction Type ☐ Type 1-Frame ☐ Type 2-Joisted Masonry ☐ Type 3-Non-combustible ☐ Type 4-Masonry non-combustible ☐ Type 5-Modified fire resistive ☐ Type 6-Fire resistive	Occupancy Type ☐ Station ☐ Social Hall ☐ Storage ☐ Other (describe) _____	☐ Own ☐ Lease	Year Built: ____ Year Bldg Updated/Inspected Wiring: ____/____ Roof: ____/____ Plumbing: ____/____ HVAC: ____/____		Bldg Sq Ft ____ Sq Ft You Occupy ____	Burglar Alarm ☐ Yes ☐ No	Sprinkler System ☐ Yes ☐ No

Type 1-Frame - Buildings where the exterior walls are wood or other combustible materials including construction where combustible materials are combined with other materials such as brick veneer, stone veneer, wood iron-clad, stucco on wood.
Type 2-Joisted Masonry - Buildings where the exterior walls are constructed of masonry materials such as adobe, brick, concrete, gypsum block, hollow concrete block, stone, tile or similar materials and where the floors and roof are combustible.
Type 3-Non-Combustible - Buildings where the exterior walls and the floors and roof are constructed of, and supported by metal, asbestos, gypsum or other non-combustible materials.
Type 4-Masonry Non-Combustible - Buildings where the exterior walls are constructed of masonry materials as described in Code 2, with the floors and roof of metal or other non-combustible materials.
Type 5-Modified Fire Resistive - Buildings where the exterior walls and the floors and roof are constructed of masonry or fire resistive material with a fire resistance rating of one hour or more but less than two hours.
Type 6-Fire Resistive - Buildings where the exterior walls and the floors and roof are constructed of masonry or fire resistive materials having a fire resistance rating of not less than two hours.

For additional locations please complete and attach a separate Property Supplement.

REAL AND PERSONAL PROPERTY (CONTINUED)

☐ **Please indicate if Blanket Coverage is desired** ☐ Building Only ☐ Contents Only ☐ Building & Contents Combined

Are there any other buildings on the location(s) for which coverage is not requested? _____

Indicate the desired Property Deductible: ☐ $500 ☐ $1000 ☐ $2500 ☐ $5000 ☐ Other _____

Please list names and addresses of any mortgagees or loss payees for each location:

Loc. No.	Type	Name and Address
	☐ MTG ☐ LP	
	☐ MTG ☐ LP	
	☐ MTG ☐ LP	

Do you currently have a wind/hail or named storm deductible? ☐ Yes ☐ No

If yes, what amount? $_____ or percentage _____ %

FLOOD AND EARTHQUAKE COVERAGE

$1,000,000 flood and earthquake coverage at each location will be quoted. If flood and earthquake limits exceed $1,000,000 at any one location, please indicate the limits needed at each such location.

Loc. No.	Flood Limit	Earthquake Limit

For additional locations please complete and attach a separate Property Supplement.

Do you carry NFIP coverage at any location? ☐ Yes ☐ No

If yes, please provide locations and limits: _____

GENERAL LIABILITY

Desired coverage:

Limits of Liability (Occurrence Form Only): ☐ $1,000,000 Each Occurrence/$3,000,000 Aggregate

☐ $1,000,000 Each Occurrence/$10,000,000 Aggregate

Fire legal limit: $_____

Med pay limit: $_____

*** Depending on the type of organization (i.e. Associations, Dispatch Centers, etc.) ESIP may not be able to offer a $10,000,000 aggregate**

Please indicate the area (square footage) and usage (occupancy) for each location.

	Location No. 1	2	3	4	5
Fire Department (including garage areas)					
Ambulance/Rescue Squad (including garage areas)					
Social Hall					
Other (please describe)					
•					
•					
TOTAL					

For additional locations please complete and attach a separate Property Supplement.

FELLOW MEMBER COVERAGE

Are all paid staff covered by Workers Compensation? ☐ Yes ☐ No ☐ N/A

Are all volunteer staff covered by Workers Compensation? ☐ Yes ☐ No ☐ N/A

If no, please explain: _____

OPERATIONS

Employees/Volunteers:

Total number of career personnel: _____ Total number of emergency service volunteers: _____

Turn-over rate for career personnel: _____

Does the organization utilize a licensed physician as its Medical/EMS Director? ☐ Yes ☐ No

Do you contract out any of your personnel? ☐ Yes ☐ No

If yes, please provide a copy of the contract.

Emergency Operations: ☐ N/A

Annual Fire/Rescue Calls _____

Emergency Ambulance Calls _____ **Emergency – The assignment was dispatched as a true emergency**

Non-Emergency Ambulance Calls _____ **Non-Emergency – The Assignment was not dispatched as a true emergency**

Non-Emergency Operations: ☐ N/A

Are you involved in:

☐ Community Paramedicine Annual Visits: _____ Annual Revenue: _____

☐ Community Health Check-ups Annual Visits: _____ Annual Revenue: _____

☐ Wheelchair Transport Annual Calls: _____ Annual Revenue: _____

Do you dispatch for other entities? ☐ Yes ☐ No

If yes, please complete a Dispatch Supplement form.

Highest Level of EMS services provided?

☐ Advanced Life Support ☐ Basic Life Support ☐ No EMS

Stretcher Information:

Type	Brand	Number Used
X-Frame	☐ Ferno ☐ Stryker Other:	
Power Cot	☐ Ferno ☐ Stryker Other:	
Bariatric Cot	☐ Ferno ☐ Stryker Other:	
Other	☐ Ferno ☐ Stryker Other:	

Does your service have a mandatory lift assist policy? ☐ Yes ☐ No

Please indicate the type of straps used to secure patients? ☐ 2-point ☐ 3-point ☐ 5-point

Are all bariatric patients transported using a bariatric cot? ☐ Yes ☐ No

Are two transport teams used to transport all bariatric patients? ☐ Yes ☐ No

Wheelchair Information: ☐ Not Applicable

Do all your wheelchairs meet the WC19 standard? ☐ Yes ☐ No

Do all your wheelchair tie downs and lap belts meet the WC18 standard? ☐ Yes ☐ No

What type of tie downs are utilized for the patient? ☐ 4 point ☐ Strap ☐ Docking

Is a wheelchair checklist mandatory for all drivers to utilize? ☐ Yes ☐ No

Are wheelchair reminder stickers inside the vans? ☐ Yes ☐ No

How often are wheelchair van drivers required to complete training? ☐ Annually ☐ Bi-Annually ☐ Remedial ☐ Other _____

WATERCRAFT/AIRCRAFT

Does the organization own any watercraft? ☐ Yes ☐ No

If yes, please list below:

Year	Manufacturer	Model	Length	Motor Type	Horsepower	Replacement Cost
			'			$
			'			$
			'			$

Where is the watercraft primarily stored? _____

Where is the watercraft principally operated? _____

Are watercraft operators required to be licensed? ☐ Yes ☐ No

Do you require annual training for watercraft operators? ☐ Yes ☐ No

Does the organization own or operate any Aircraft? ☐ Yes ☐ No

Does the organization own any unmanned aircraft, commonly known as drones? ☐ Yes ☐ No

Does the organization have any drones with a value over $25,000? ☐ Yes ☐ No

Are drone operators required to be certified by the FAA? ☐ Yes ☐ No

ERRORS AND OMISSIONS / EMERGENCY SERVICES LIABILITY

Type of coverage **currently** carried: ☐ Occurrence Form ☐ Claims-Made Form

Was any claim made or suit filed against the organization or any of its members in the past 5 years for Employment Discrimination, Wrongful Termination, Sexual Harassment, Failure to render professional duties (Directors, Officers or Board Members), Employment Related Matters, or Errors or Omission in administration of your benefits program? ☐ Yes ☐ No

Do you have knowledge of any incident in the past 5 years regarding Employment Discrimination, Wrongful Termination, Sexual Harassment, Failure to render professional duties (Directors, Officers or Board Members), Employment Related Matters, or Errors or Omission in administration of your benefits program? ☐ Yes ☐ No

CYBER LIABILITY

Does the insured carry Cyber Liability coverage? ☐ Yes ☐ No

If yes, what type of coverage is currently carried? ☐ Occurrence ☐ Claims Made (Retro Date:_____)

Privacy Event Mitigation Expense Limit: ☐ $50,000 ☐ $100,000 ☐ $250,000

What is the organizations total revenue? $_____

MISCELLANEOUS LIABILITY

Does the organization sell subscriptions for service? ☐ Yes ☐ No

If yes, does the organization respond to all calls for emergency service within its service area without regard to whether the victim is a subscriber?

☐ Yes ☐ No

OTHER ACTIVITIES /COMMUNITY EVENTS ☐ N/A

Describe the fund-raising activities of the organization:			# of times per year	Total Annual Receipts
Field Days / Carnivals				
Do you own or rent any **Amusement Rides**?		☐ Own ☐ Rent		
If Rented, is a Certificate of Insurance obtained from the owner of the rides?		☐ Yes ☐ No		
If Owned, Do you rent any mechanically operated **Amusement Rides** to others?		☐ Yes ☐ No		
Are rides inspected after set-up prior to public use?		☐ Yes ☐ No		
If Yes, by whom?				
Do you own or rent any **Live Animal Rides**?		☐ Own ☐ Rent		
If Rented, is a Certificate of Insurance obtained from the owner of the Animals?		☐ Yes ☐ No		
Do you provide **Fireworks** at the Field Days / Carnival?		☐ Yes ☐ No		
If Yes, is a certified pyrotechnic professional used?		☐ Yes ☐ No		
Bingo	Cost per Card:	Avg. # of Attendees:		
Hall Rental				
Motorized events (e.g. rodeos, poker runs, demolition derby)				
Other Activities Not outlined above: Please Describe				

LIQUOR LIABILITY

Is alcohol sold, served or consumed on your premises at any time throughout the year? ☐ Yes ☐ No

If yes, please complete and attach a Liquor Supplement.

PORTABLE EQUIPMENT

Guaranteed Replacement Cost coverage normally will be provided for all portable equipment used away from the premises for firefighting, emergency medical aid, rescue service, or teaching/training purposes. This equipment will be covered while on premises and while away from the premises, including while in transit, in storage, or in use. Portable equipment includes boats, motors, and ATV's.

Desired Deductible: ☐ $250 ☐ $500 ☐ $1000 ☐ $2500 ☐ $5000

OTHER PROPERTY

Description	Amount of Insurance
_____	$ _____
_____	$ _____
_____	$ _____

Desired Deductible: ☐ $250 ☐ $500 ☐ $1000 ☐ $2500 ☐ $5000

AUTOMOBILE LIABILITY

Indicate the desired coverage below:

$ _____ Auto Liability

$ _____ Medical Payments

$ _____ OBEL (Applies only in NY)

$ _____ PIP / No-Fault (Medical Expense Benefits – Applies Only in PA)

$ _____ Additional PIP (Increased Medical Expense Benefits – Applies Only in PA)

$ _____ Uninsured Motorists/Underinsured Motorists B.I. ☐ Stacking ☐ Non-Stacking (if applicable)

$ _____ Uninsured Motorists/Underinsured Motorists P.D.

A single deductible will apply to emergency vehicles, service vehicles, trailers and antiques.

Please indicate the desired deductible for these vehicles: ☐ $500 ☐ $1000 ☐ $2500 ☐ $5000

Please indicate the desired deductible for all private passenger type vehicles (PPT's):

Comprehensive ☐ $250 ☐ $500 ☐ $1000 ☐ $2000 ☐ $3000

Collision ☐ $250 ☐ $500 ☐ $1000 ☐ $2000 ☐ $3000

Is Automatic Increase coverage desired? ☐ Yes ☐ No

If yes, by how much should the Agreed Values be increased annually? ☐ 3% ☐ 6% ☐ 9% ☐ 12%

Does the organization check MVRs? ☐ Yes - all members ☐ Yes - drivers only ☐ No

Do you check MVRs annually? ☐ Yes ☐ No

Do you require annual driver training? ☐ Yes ☐ No

Do you have driver selection criteria? ☐ Yes ☐ No

Do autos have black box or event recorders? ☐ Yes ☐ No

In the below **Vehicle Schedule**

- for emergency vehicles, service vehicles, trailers and antiques, show the desired Agreed Value;
- for all vehicles, show the location where it is usually garaged. Location numbers should correspond to those described in the Property section of this survey.
- GRC valuation is available for vehicles under five years. Please attach original Bill of Sale.

Vehicle Types

TKR	(Tanker or Tender)	LR	(Light Rescue-under 10,000 GVW)	PMP	(Pumper)	COM	(Command)
P-T	(Pumper-Tanker)	MR	(Medium Rescue-under 20,000 GVW)	M-P	(Mini-Pumper)	ANT	(Antique)
AER	(Aerial device-any type)	HR	(Heavy Rescue-over 20,000 GVW)	BT	(Brush Truck)	HAZ	(HazMat)
ALS	(Advanced Life Support)	BLS	(Basic Life Support Unit)	TRL	(Trailers)	AIR	(Air Cascade)
U/S	(Utility or Salvage)	PPT	(Private Passenger Type)	FOM	(Chemical Foam)		

Vehicle Schedule

Veh. No.	Year	Make, Model, Type	Cost New (PPT's Only)	Agreed Value	VIN (Required)	Loc. No.
1.			$	$		
2.			$	$		
3.			$	$		
4.			$	$		
5.			$	$		
6.			$	$		
7.			$	$		
8.			$	$		
9.			$	$		
10.			$	$		
11.			$	$		
12.			$	$		

If there are any additional vehicles, please attach a Vehicle Schedule Supplement.

AUTOMOBILE LIABILITY (CONTINUED)

Does the organization own or lease any vehicles that are not shown on the Vehicle Schedule of this survey? ☐ Yes ☐ No

If yes, please describe: _____

If any vehicles require an Additional Insured or Loss Payee, please list:

Name & Address _____ Vehicle # _____ ☐ A.I. ☐ L.P.

Name & Address _____ Vehicle # _____ ☐ A.I. ☐ L.P.

Name & Address _____ Vehicle # _____ ☐ A.I. ☐ L.P.

CRIME

Are there multiple treasuries (departments, districts, associations, etc.) within the organization? ☐ Yes ☐ No

If yes, please fill out a Crime Supplement form for each treasury.

What is your annual revenue? $ _____

Fidelity

Type of Bond:

☐ Commercial Blanket — Limit of Insurance $ _____

Number of Class I Employees/Volunteers (direct contact with funds) _____

Number of Class II Employees/Volunteers (all others) _____

☐ Position Schedule

Position	Limit of Insurance	Excess over Blanket
_____	$ _____	☐ Yes ☐ No
_____	$ _____	☐ Yes ☐ No
_____	$ _____	☐ Yes ☐ No
_____	$ _____	☐ Yes ☐ No

☐ Computer Fraud and Funds Transfer $ _____

☐ Faithful Performance

☐ Forgery or Alterations Limit of Insurance: $ _____

Are department computers physically secured? ☐ Yes ☐ No

Are online login credentials secured? ☐ Yes ☐ No

Does the department have a credit card or debit card? ☐ Yes ☐ No

If yes, are card holders authorized to make online purchases? ☐ Yes ☐ No

Does anyone have access to department accounts from home? ☐ Yes ☐ No

If so, do they use a department-issued computer, or a personal computer? ☐ Department ☐ Personal

If they use a department computer, are other household members barred from using it? ☐ Yes ☐ No

Money and Securities

Note: $50,000 money and securities coverage is provided under the Property Coverage Extensions. If increased limits are needed only to cover *special events*, describe below:

Event	Date of Event	Limit Needed
_____	_____	$ _____
_____	_____	$ _____

CRIME (CONTINUED)

General Crime Information

Are internal account reviews conducted by an individual/committee without access to funds? ☐ Yes ☐ No

If yes, how often are accounts examined? ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually ☐ Other

When were the accounts last examined? Month/Year ____/____

Are Invoices or Requisitions, Check Registers and Bank Statements cross-checked against each other at reconciliation? ☐ Yes ☐ No

Do all checks require 2 signatures? ☐ Yes ☐ No

If No, do checks over a certain amount require 2 signatures? ☐ Yes in excess of: $_____ ☐ No

Are procedures in place requiring segregation of duties so that no single transaction can be fully controlled from organization to completion by one person? ☐ Yes ☐ No

Do you prohibit employees who reconcile monthly bank statements from

Signing Checks? ☐ Yes ☐ No

Making Withdrawals? ☐ Yes ☐ No

Handling deposits? ☐ Yes ☐ No

Do you maintain a list of authorized vendors? ☐ Yes ☐ No

Do you verify invoices against a corresponding purchase order, receiving report and/or vendor list prior to issuing payment? ☐ Yes ☐ No

Do you perform reference checks, including criminal history checks, on persons who frequently handle money? ☐ Yes ☐ No

UMBRELLA AND EXCESS LIABILITY

Desired Limit of Insurance (maximum $10 million): $ _____/Occurrence $ _____/Aggregate
(These limits will apply to Excess Liability and Umbrella Liability)

Please note that the minimum underlying limits are $1 million per occurrence/$2 million annual aggregate for Commercial General Liability, and $1 million CSL for Auto Liability.

Please indicate the following underlying coverage information for Employers Liability. **If this information is not provided, Excess Employers Liability coverage will not be included.**

Insurer*: _____ Policy Number: _____

Policy Period: _____

Employers Liability (Coverage B) Limits: $ _____ Bodily Injury by Accident ($100,000 min)

$ _____ Bodily Injury by Disease ($100,000 min)

$ _____ BI by Disease Policy Limit ($500,000 min)

**Excess Employers Liability is subject to approval of the insurer providing the underlying coverage.*

PREMIUM HISTORY

Please indicate the Total Account Premium for the past 3 years.

Carrier(s): _____ $ _____ (current year)

Carrier(s): _____ $ _____ (1st prior year)

Carrier(s): _____ $ _____ (2nd prior year)

CLAIMS HISTORY

Have there been any claims or losses in the last five years: ☐ Yes ☐ No

If yes, please indicate all known claims and losses for the past five years, and any pending incidents that could result in a claim being made against the organization. Include the date of loss, a short description of the claim, the status of the claim (open/closed), and the dollar amounts paid or reserved.*

DOL	Description	Status	Amount

***Attach separate pages if needed. Provide the carrier loss runs if available**

NOTICE: ANY PERSON WHO, KNOWINGLY OR WITH INTENT TO DEFRAUD OR TO FACILITATE A FRAUD AGAINST ANY INSURANCE COMPANY OR OTHER PERSON, SUBMITS AN APPLICATION OR FILES A CLAIM FOR INSURANCE CONTAINING FALSE, DECEPTIVE OR MISLEADING INFORMATION MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO ALABAMA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution or confinement in prison, or any combination thereof.

NOTICE TO ARKANSAS, LOUISIANA, NEW MEXICO, RHODE ISLAND AND WEST VIRGINIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an Insurance Company for the purpose of defrauding or attempting to defraud the Company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any Insurance Company or agent of an Insurance Company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree.

NOTICE TO KANSAS APPLICANTS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral or telephonic communication statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with the intent to defraud any Insurance Company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an Insurance Company for the purpose of defrauding the Company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO OREGON APPLICANTS: Any person who, knowingly and with intent to defraud or facilitate a fraud against any insurance company or other person, submits an application, or files a claim for insurance containing any false, deceptive, or misleading material information may be guilty of insurance fraud.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with the intent to defraud any Insurance Company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

APPLICATION SIGNATURES & STATE FRAUD STATEMENTS

THE UNDERSIGNED REPRESENTS THAT HE/SHE HAS MADE A GOOD FAITH EFFORT TO ASCERTAIN COMPLETE AND ACCURATE ANSWERS TO THE QUESTIONS SET FORTH IN THIS APPLICATION AND THAT THE INFORMATION PROVIDED IN THIS APPLICATION, INCLUDING ANY ATTACHMENTS, IS TRUE, ACCURATE, AND COMPLETE TO THE BEST OF THEIR KNOWLEDGE AND BELIEF.

Applicant's Signature: _____ **Date:** _____

Name and title (please print): _____

Insurance Broker's Signature: _____ **Date:** _____

(To be signed by someone who does not have access to funds)

APPLICABLE IN NEW YORK - NEW YORK CLAIMS-MADE INSURANCE NOTICE

IF EMERGENCY SERVICE LIABILITY COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS THEN EMERGENCY SERVICE LIABILITY COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED AND REPORTED IN WRITING WHILE THIS POLICY IS IN FORCE, DURING A RENEWAL OF THIS POLICY, OR DURING ANY EXTENDED REPORTING PERIOD. VARIOUS PROVISIONS IN THE ENDORSEMENT FOR THIS COVERAGE MAY RESTRICT COVERAGE. PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES, AND WHAT IS AND IS NOT COVERED.

Applicant's Signature: _____ **Date:** _____

Rewards and Incentives for What Matters Most:

Your Members and Their Families

Creating a Benefits package for your emergency services volunteers recognizes the dangers they bravely face and helps to reward their commitment and sacrifice. We know all too well that unforeseen events can occur during emergencies, despite even our most ambitious safety measures.

By offering a McNeil & Co. Benefits package, you can provide for the financial needs of members who suffer tragic accidents or fatalities, events that can leave families without fathers, mothers, sisters and brothers.

Protecting families. Promoting loyalty.

You also offer an incentive to future volunteers, who join with the confidence of knowing there's a financial safety net below them. With options like our Length of Service Award Program, you can help recruit and retain members with special benefits for their sustained commitment.

Our national program comes with the risk management services and industry expertise you can expect from any McNeil & Co. policy. Support your members with a customized benefits package—and the attention and expertise you can only expect from people who live and breathe the emergency services industry.

Attached you will find our Blanket Accident Insurance Application which is good in all states except: Florida, Illinois, Kansas, Maryland, Missouri, Montana, New York, and Utah. For those states, please visit our Benefits page for the state specific form that applies to your state.

http://www.mcneilandcompany.com/our-insurance-programs/benefits/forms/

BENEFITS BY McNeil&Co.

BLANKET ACCIDENT INSURANCE APPLICATION
UNDERWRITTEN BY ARCH INSURANCE COMPANY

P.O. Box 5670
Cortland, NY 13045
Phone: (800) 822-3747
Fax: (607) 756-5051
Email: applications@mcneilandcompany.com

GENERAL INFORMATION

Date of survey: _____ Renewal Date: _____ Date proposal needed: _____

Legal Name of Organization: _____
(Include all organizations that are to be included as insureds including Fire Districts, Fire Companies, Rescue Squads and Auxiliaries)

_____ FEIN: _____

Mailing Address: _____

_____ County: _____

Website Address: _____ Phone #: _____

Chief: _____ Phone #: _____ E-Mail: _____

Training Officer: _____ Phone #: _____ E-Mail: _____

Inspection Contact: _____ Phone #: _____ E-Mail: _____

INSURANCE AGENT INFORMATION

Producer: _____ CSR or Other Contact _____

Name of Agency: _____

Address: _____

Telephone: _____ Fax: _____ E-mail address: _____

Do you currently write this account? ☐ Yes ☐ No

If yes, for how long? _____ Carrier Name? _____

Is the account Sub-Brokered? ☐ Yes ☐ No

If yes, please indicate Agency Name and Address: _____

_____

BUSINESS INFORMATION

Which best describes the organization (please check one):

☐ Fire Suppression only (no EMS) ☐ Fire and Rescue/EMS

☐ Rescue/EMS Squad or Ambulance Squad ☐ Other (please describe): _____

The organization is a (please check one):

☐ Tax District ☐ Independent Non-Profit Organization

☐ Municipal, Village or Town Department ☐ Other (please describe): _____

If a municipal, village or town department, is the organization a separate legal entity? ☐ Yes ☐ No

Have you been Cancelled, Non-Renewed or Declined in the past 3 years? ☐ Yes ☐ No

If Yes, Please Explain: _____

_____

OPERATIONS INFORMATION

Total Population Served on a First Call Basis: _____

Total number of emergency responses (excluding Mutual Aid) in the past twelve months (please attach a call-log if available):

Total Fire _____ Total Rescue _____ Total EMS _____

Does the organization service a major highway? ☐ Yes ☐ No

If yes, approximately how many rescue calls can be attributed to this service? _____

Does the organization service a resort area? ☐ Yes ☐ No

If yes, approximately how much does the population increase during peak season? _____

Total number of Volunteers, including Junior Members and Auxiliary Members: _____

Are all Volunteers currently covered by Workers Compensation Insurance? ☐ Yes ☐ No

If Yes, Policy # _____ Effective Dates: _____ Carrier: _____

Total number of Career (Paid) Personnel (works more than 1,300 hours annually): _____

Are all Career (Paid) Personnel currently covered by Workers Compensation Insurance? ☐ Yes ☐ No

If Yes, Policy # _____ Effective Dates: _____ Carrier: _____

Does the organization… (Please check all that apply)

☐ Have a designated safety officer? Name: _____

☐ Have a safety committee?
☐ Require annual physicals for its members?
☐ Have and enforce a seatbelt policy?
☐ Utilize an incident command system on every call?
☐ Have a safe lifting training program?
☐ Have power cots?
☐ Requires all officers be at least NIMS 200 certified?
☐ Require a minimum of 8 hours of safety training annually?
☐ Have organized health and wellness initiatives (i.e. fitness program)?
☐ Have an organized driver training program?
☐ Require annual mask fit tests?
☐ Have annual blood-borne pathogen training requirements?
☐ Have a policy and enforce the use of universal precautions?
☐ Require all firefighters be least firefighter level 1 trained?

☐ Hold any special events? Please describe: _____

ACCIDENT PROGRAM BENEFITS

Core Benefits	Select the Benefit Limits to be Included (choose one in each category). *Please note that limits between those shown below for Plans 1-5 are available, such as $30,000 Indemnity or $150/$300 Weekly Disability. Please write requested limits in Other spaces provided.*					
Indemnity Benefits	☐ **Plan 1**	☐ **Plan 2**	☐ **Plan 3**	☐ **Plan 4**	☐ **Plan 5**	☐ **Other**
Accidental Death & Dismemberment	$10,000	$25,000	$50,000	$100,000	$150,000	$
Illness Loss of Life	$10,000	$25,000	$50,000	$100,000	$150,000	$ same
Permanent Physical Impairment – Injury	$10,000	$25,000	$50,000	$100,000	$150,000	$ same
Permanent Physical Impairment – Illness	$10,000	$25,000	$50,000	$100,000	$150,000	$ same
Permanent Cardiac Impairment	$10,000	$25,000	$50,000	$100,000	$150,000	$ same
Burn Disfigurement	$10,000	$25,000	$50,000	$100,000	$150,000	$ same
HIV (Human Immunodeficiency Virus)	$10,000	$25,000	$50,000	$100,000	$150,000	$ same
Blanket Medical Expense	☐ $10,000 ☐ $25,000 ☐ $50,000 ☐ $75,000 ☐ Other: $					
Weekly Disability Benefit (Week 1- 4 / Week 5+)	☐ $100/$200 ☐ $200/$400 ☐ $300/$600 ☐ $400/$800 ☐ $500/$1,000 ☐ $600/$1,200 ☐ Other: $					
Accidental Death & Dismemberment – Other than Covered Activity	☐ 24-Hour Coverage (includes Line of Duty) ☐ Off Duty Coverage ☐ $10,000 ☐ $25,000 ☐ $50,000 ☐ $100,000 ☐ Other: $					
Athletics & Special Events – Injury Only	Medical Expense ☐ $1,000 ☐ $5,000 Total Disability – Per Week ☐ $100 ☐ $200					

ACCIDENT PROGRAM BENEFITS (CONTINUED)

Additional Core Benefits (included with Core benefits selected above – note that if indemnity, medical expense and weekly disability benefits are not all selected, not all of these benefits may apply)

Additional Seatbelt Benefit – Injury Only	25% of Principal Sum
Post-Traumatic Stress Disorder	$20,000
HIV (Human Immunodeficiency Virus) Infection Prevention	$3,500
Family Expense Benefit	$25,000
Family Education Benefit	$5,000
Plastic Surgery	$10,000
Preventive Inoculations	$10,000
Physical Assault Benefit – Injury Only	25% of Principal Sum
Day Care Expense Benefit	up to $30 per day for up to 26 weeks
Permanent Physical Impairment Education	35% of Permanent Physical Impairment Benefit, not to exceed $20,000
Continuation of Coverage – Injury Only	up to $500 per month for 18 months, not to exceed $6,000
Residence and Vehicle Adaptation Expense	$15,000
Burial and Cremation	10% of Principal Sum, not to exceed $5,000
Survivor (Child, Spouse or Domestic Partner, Elder)	10% of Principal Sum, not to exceed $5,000
Critical/Traumatic Incident Stress Management Team	$20,000
Transition Benefit	Weekly Disability Benefit for up to an additional 26 weeks

Optional Benefits (select the optional benefits to be included)

Career Personnel (Career Personnel will receive same benefits selected for Volunteers):						☐Yes	☐No
Full Auxiliary* (Auxiliary Members will receive same benefits selected for Volunteers):						☐Yes	☐No
Auxiliary Member Benefit*:						☐Yes	☐No
• If Yes, how much?	AD&D Benefit	☐$5,000	☐$10,000	☐$25,000			
	Medical Expense	☐$1,000	☐$5,000	☐$10,000			
	Weekly Disability	☐$100	☐$150	☐$200	☐$250	☐$300	
Weekly Hospital Indemnity (per week for up to 104 weeks):						☐Yes	☐No
• If Yes, how much per week?		☐$100	☐$200	☐$300	☐$400	☐$500	☐$600
Additional Weekly Disability:						☐Yes	☐No
• If Yes, how long?		☐ First Week	☐ First 4 Weeks				
• If Yes, how much?		☐$100	☐$200	☐$300	☐$400	☐$500	☐$600
Organized Team Sports:						☐Yes	☐No
• If Yes, provide the following:							
	Number of Members	Softball/Baseball/Basketball: _____		Bowling/Golf: _____			
	AD&D Benefit	☐$10,000	☐$25,000	☐$50,000			
	Medical Expense	☐$1,000	☐$5,000	☐$10,000	☐$25,000		
	Medical Expense Deductible	☐$50	☐$100				
	Weekly Disability	☐$100	☐$200	☐$300	☐$400	☐$500	☐$600
	Elimination period	☐none	☐7 days				
	Duration of Benefit	☐26 weeks	☐52 weeks				

* Note: The Auxiliary Member Benefit and the Full Auxiliary Benefit are mutually exclusive. Either one may be included, but not both.

PREMIUM HISTORY

Please indicate the Total Account Premium for the past 3 years.

Carrier(s): _____ $ _____ (current year) (Please provide a copy of dec page from current policy.)

Carrier(s): _____ $ _____ (1st prior year)

Carrier(s): _____ $ _____ (2nd prior year)

APPLICATION SIGNATURES & STATE FRAUD STATEMENTS

NOTICE: ANY PERSON WHO, KNOWINGLY OR WITH INTENT TO DEFRAUD OR TO FACILITATE A FRAUD AGAINST ANY INSURANCE COMPANY OR OTHER PERSON, SUBMITS AN APPLICATION OR FILES A CLAIM FOR INSURANCE CONTAINING FALSE, DECEPTIVE OR MISLEADING INFORMATION MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO ALABAMA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution or confinement in prison, or any combination thereof.

NOTICE TO ARKANSAS, LOUISIANA, NEW MEXICO, RHODE ISLAND AND WEST VIRGINIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an Insurance Company for the purpose of defrauding or attempting to defraud the Company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any Insurance Company or agent of an Insurance Company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with the intent to defraud any Insurance Company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an Insurance Company for the purpose of defrauding the Company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO OREGON APPLICANTS: Any person who, knowingly and with intent to defraud or facilitate a fraud against any insurance company or other person, submits an application, or files a claim for insurance containing any false, deceptive, or misleading material information may be guilty of insurance fraud.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with the intent to defraud any Insurance Company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

THE UNDERSIGNED REPRESENTS THAT HE/SHE HAS MADE A GOOD FAITH EFFORT TO ASCERTAIN COMPLETE AND ACCURATE ANSWERS TO THE QUESTIONS SET FORTH IN THIS APPLICATION AND THAT THE INFORMATION PROVIDED IN THIS APPLICATION, INCLUDING ANY ATTACHMENTS, IS TRUE, ACCURATE, AND COMPLETE TO THE BEST OF THEIR KNOWLEDGE AND BELIEF.

Applicant's Signature: _____ **Date:** _____

Name and title (please print): _____

Insurance Broker's Signature: _____ **Date:** _____

(To be signed by someone who does not have access to funds)

TERRORISM COVERAGE DISCLOSURE NOTICE

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 85% in 2015, 84% in 2016, 83% in 2017, 82% in 2018, 81% in 2019, and 80% in 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2015 and each Calendar Year thereafter through 2020.**

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed $100,000,000,000 during any Calendar Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed $100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds $100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is:
(This charge/amount is applied to obtain the final premium.)

You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

Policyholder/Legal Representative/Applicant's Signature	Named Insured
Print Name of Policyholder/Legal Representative /Applicant	Insurance Company
Date:	Policy Number:

STATEMENT OF NO LOSS

AGENCY	NAMED INSURED
Extraco Insurance P.O. Box 6101 Temple TX 76503	Williamson County Fire Marshall Special Operations 911 Tracy Chambers Lane Georgetown TX 78626
CONTACT NAME: Krystal Mann	CARRIER: Arch Ins Co/ McNeil & Co — NAIC CODE:
PHONE (A/C, No, Ext): (254)774-5500	
FAX (A/C, No): (254)774-5536	POLICY NUMBER: MEPK06947312
E-MAIL ADDRESS: KMann@extracobanks.com	
CODE: — SUBCODE:	APPROVED BY
AGENCY CUSTOMER ID: 00010769	

I CERTIFY THAT I AM NOT AWARE OF ANY LOSSES, ACCIDENTS OR CIRCUMSTANCES THAT MIGHT GIVE RISE TO A CLAIM UNDER THE INSURANCE POLICY WHOSE NUMBER IS SHOWN ABOVE, FROM 12:01 AM ON 01/27/19 **TO** _____ .

CANCELLATION DATE — DATE AND TIME SIGNED

_____

APPLICANT'S SIGNATURE

RECEIPT

$ _____ AMOUNT RECEIVED BY: _____

PRODUCER

_____ _____

WITNESS — DATE AND TIME

© 1996-2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

STATEMENT OF NO LOSS

AGENCY	NAMED INSURED
Extraco Insurance P.O. Box 6101 Temple TX 76503	Williamson County Fire Marshall Special Operations 911 Tracy Chambers Lane Georgetown TX 78626
CONTACT NAME: Krystal Mann	CARRIER: Arch Ins Co/ McNeil & Co — NAIC CODE:
PHONE (A/C, No, Ext): (254)774-5500	
FAX (A/C, No): (254)774-5536	POLICY NUMBER: MECA06006912
E-MAIL ADDRESS: KMann@extracobanks.com	
CODE: — SUBCODE:	APPROVED BY
AGENCY CUSTOMER ID: 00010769	

I CERTIFY THAT I AM NOT AWARE OF ANY LOSSES, ACCIDENTS OR CIRCUMSTANCES THAT MIGHT GIVE RISE TO A CLAIM UNDER THE INSURANCE POLICY WHOSE NUMBER IS SHOWN ABOVE, FROM 12:01 AM ON 01/27/19 **TO** _____ .

CANCELLATION DATE — DATE AND TIME SIGNED

_____

APPLICANT'S SIGNATURE

RECEIPT

$ _____ AMOUNT RECEIVED BY: _____

PRODUCER

_____ _____

WITNESS — DATE AND TIME

© 1996-2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

STATEMENT OF NO LOSS

AGENCY	NAMED INSURED
Extraco Insurance P.O. Box 6101 Temple TX 76503	Williamson County Fire Marshall Special Operations 911 Tracy Chambers Lane Georgetown TX 78626
CONTACT NAME: Krystal Mann	CARRIER: Arch Ins Co/ McNeil & Co — NAIC CODE:
PHONE (A/C, No, Ext): (254)774-5500	
FAX (A/C, No): (254)774-5536	POLICY NUMBER: MEIM06985512
E-MAIL ADDRESS: KMann@extracobanks.com	
CODE: — SUBCODE:	APPROVED BY
AGENCY CUSTOMER ID: 00010769	

I CERTIFY THAT I AM NOT AWARE OF ANY LOSSES, ACCIDENTS OR CIRCUMSTANCES THAT MIGHT GIVE RISE TO A CLAIM UNDER THE INSURANCE POLICY WHOSE NUMBER IS SHOWN ABOVE, FROM 12:01 AM ON 01/27/19 **TO** _____ .

CANCELLATION DATE — DATE AND TIME SIGNED

_____

APPLICANT'S SIGNATURE

RECEIPT

$ _____ AMOUNT RECEIVED BY: _____

PRODUCER

_____ _____

WITNESS — DATE AND TIME

© 1996-2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Commissioners Court - Regular Session **12.**

Meeting Date: 02/12/2019

Update Current Homeland Security Grant Resolutions

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

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the required updates to the current six homeland security grant resolutions to replace former County Judge Dan Gattis with County Judge Bill Gravell Jr., naming him as the authorized grant official.

Background

The Office of the Governor is requiring that all current grant resolutions be updated to reflect County Judge Bill Gravell as the authorized grant official. All the listed grants have been approved in past years in Commissioners Court and do not change the status of the grants.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Current Grant Resolutions
Monitor Maintenance 2016 updated
Monitor Maintenance 2017 updated
Monitor Maintenance 2018 updated
CV3 Sustainment 2017 updated
MiniRae PID 2018 updated
Rigaku Progeny ResQ 2018 updated

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/06/2019 01:51 PM
Form Started By: Jarred Thomas		Started On: 02/06/2019 11:42 AM
Final Approval Date: 02/06/2019		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Monitor Maintenance Project. The CJD grant application number is 2957202.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Monitor Maintenance Project Grant Application be submitted to the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Monitor Maintenance Project.

Adopted this 1st day of November, 2016.

Dan A. Gattis
Williamson County Judge

IN THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor for the Williamson County Monitor Maintenance Project. The CJD grant application number is 2957203.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Application be submitted to the State of Texas, Office of the Governor; and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor.

RESOLVED THIS 17th DAY OF JANUARY, 2017

Attest: Nancy E. Rister
Nancy E. Rister
Williamson County Clerk

Dan A Gattis
Williamson County Judge

In the Commissioner's Court

of

Williamson County, Texas

Resolution

A resolution of the Commissioner's Court of Williamson County, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) for the HAZMAT Monitor Maintenance Project.
Grant application number 2957204.

WHEREAS, the Williamson County Commissioner's Court finds it in the best interest of the citizens of Williamson County that Hazardous Materials Monitor Maintenance Project grant application be submitted to the State of Texas, Office of the Governor. Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) funds, the Williamson County Commissioner's Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE BE IT RESOLVED that the Williamson County Commissioner's Court approves the submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Grant Program (SHSP) for the Hazardous Materials Monitor Maintenance Project.

Adopted this 23rd day of January, 2018.

Dan A. Gattis
Williamson County Judge

IN THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor for the Williamson County Command Vehicle 3 – Sustainment & Enhanced Interoperability Project. The CJD grant application number is 3267801.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Application be submitted to the State of Texas, Office of the Governor; and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor.

RESOLVED THIS 17th DAY OF JANUARY, 2017

Attest: Nancy E. Rister
Nancy E. Rister
Williamson County Clerk

Dan A Gattis
Williamson County Judge

In the Commissioner's Court

of

Williamson County, Texas

Resolution

A resolution of the Commissioner's Court of Williamson County, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) for the Rigaku Progeny ResQ - RAMAN Technology Project. Grant application number 3555401.

WHEREAS, the Williamson County Commissioner's Court finds it in the best interest of the citizens of Williamson County that Hazardous Materials Monitor Maintenance Project grant application be submitted to the State of Texas, Office of the Governor. Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) funds, the Williamson County Commissioner's Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE BE IT RESOLVED that the Williamson County Commissioner's Court approves the submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Grant Program (SHSP) for the Hazardous Materials Monitor Maintenance Project.

Adopted this 23rd day of January, 2018.

Dan A. Gattis
Williamson County Judge

In the Commissioner's Court

of

Williamson County, Texas

Resolution

A resolution of the Commissioner's Court of Williamson County, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) for the MiniRAE PID Sustainment Project.
Grant application number 3555301.

WHEREAS, the Williamson County Commissioner's Court finds it in the best interest of the citizens of Williamson County that Hazardous Materials Monitor Maintenance Project grant application be submitted to the State of Texas, Office of the Governor. Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP) funds, the Williamson County Commissioner's Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioner's Court designates the Honorable Dan A. Gattis, Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE BE IT RESOLVED that the Williamson County Commissioner's Court approves the submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) - State Homeland Security Grant Program (SHSP) for the Hazardous Materials Monitor Maintenance Project.

Adopted this 23rd day of January, 2018.

Dan A. Gattis
Williamson County Judge

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Monitor Maintenance Project. The grant application number is 2957202.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Monitor Maintenance Project Grant Application be submitted to the State of Texas, Office of the Governor; and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Fluorine Detector and Related Equipment project.

Adopted this 12th day of February, 2019.

_____

Bill Gravell Jr.
Williamson County Judge

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Monitor Maintenance Project. The grant application number is 2957203.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Monitor Maintenance Project Grant Application be submitted to the State of Texas, Office of the Governor; and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Fluorine Detector and Related Equipment project.

Adopted this 12th day of February, 2019.

_____

Bill Gravell Jr.
Williamson County Judge

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Monitor Maintenance Project. The grant application number is 2957204.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Monitor Maintenance Project Grant Application be submitted to the State of Texas, Office of the Governor; and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Fluorine Detector and Related Equipment project.

Adopted this 12th day of February, 2019.

_____

Bill Gravell Jr.
Williamson County Judge

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Command Vehicle 3 Sustainment and Enhancement Project. The grant application number is 3267801.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Command Vehicle 3 Sustainment and Enhancement Project Grant Application be submitted to the State of Texas, Office of the Governor; and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Fluorine Detector and Related Equipment project.

Adopted this 12th day of February, 2019.

_____

Bill Gravell Jr.
Williamson County Judge

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the MiniRae PID Project. The grant application number is 3555301.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the MiniRae PID Project Grant Application be submitted to the State of Texas, Office of the Governor; and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Fluorine Detector and Related Equipment project.

Adopted this 12th day of February, 2019.

_____
Bill Gravell Jr.
Williamson County Judge

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Rigaku Progeny ResQ – RAMAN Technology Project. The grant application number is 3555401.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Rigaku Progeny ResQ – RAMAN Technology Project Grant Application be submitted to the State of Texas, Office of the Governor; and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Fluorine Detector and Related Equipment project.

Adopted this 12th day of February, 2019.

_____

Bill Gravell Jr.
Williamson County Judge

Commissioners Court - Regular Session **13.**

Meeting Date: 02/12/2019

2019 HazMat Monitor Maintenance Homeland Security Grant Resolution

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

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on adopting a resolution supporting the application for Homeland Security Grant funding for the 2019 HazMat Monitor Maintenance Project grant #2957205.

Background

This project is submitted annually to the Capital Area Council of Governments Homeland Security Task Force for funding consideration to maintain the current hazardous material monitoring equipment used by the Williamson County HazMat and Regional Response Team. The maintenance of current equipment is a priority at the state and regional level.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Monitor Maintenance Resolution

Internal Grant Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/06/2019 01:52 PM
Form Started By: Jarred Thomas		Started On: 02/06/2019 11:55 AM
Final Approval Date: 02/06/2019		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Monitor Maintenance Project. The grant application number is 2957205.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Monitor Maintenance Project Grant Application be submitted to the State of Texas, Office of the Governor; and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Fluorine Detector and Related Equipment project.

Adopted this 12th day of February, 2019.

_____

Bill Gravell Jr.
Williamson County Judge

Grant Title/Project Name:	HazMat Monitor Maintenance
Department:	541 - Emergency Management
Requestor:	Jarred Thomas
Contact Email:	jthomas@wilco.org
Contact Phone Number:	512-864-8269
Start Date:	10/1/2019
End Date:	9/30/2020
Please select request category:	Maintenance Contract
Describe the request category in detail to include all requirements.	Homeland Security Grant for a 1 year monitor maintenance contract to calibrate/maintain all Hazmat Monitoring equipment for the Williamson County Regional Hazmat team.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$20,658.73
Please provide a breakdown of the total cost above.	This Grant will provide a monitor maintenance contract that will cover all of the Hazmat detection monitors listed in the maintenance contract and provides the following. Please see the attached Contract for more information. • 90 Day On-Site Service and Calibration • Event Monitoring Support, as needed • Annual Gas monitoring and equipment training class • 24/7 Live support with RAE Certified Technician and Certified Hazmat Technician • Loaner Equipment provided for down equipment
Is there a match requirement?	No
If yes, describe the type and source of match.	
Does the grant cover the cost of the request 100%?	Yes

If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	

New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	This will ensure that the Williamson County Regional Hazmat team has well maintained and response ready equipment 24/7.
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	1
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	One existing employee of Williamson County Hazmat will accompany FarrWest to all locations while performing maintenance/calibrations on our equipment.

Where will the item be stored?	N/A
What is the useful life of the item?	12 Months
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	This is an annual maintenance/calibration contract to maintain equipment.
How will this item be funded when the grant ends?	We will continue to seek annual grant funding for monitor maintenance, which is a priority on and state and regional level.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	With acceptance of this grant, the Williamson County Fire Marshal's Office and Special Operations would not need to seek general funds to maintain equipment, resulting in a potential budgetary reduction of $20658.73.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	It will allow us to have well maintained and operational equipment to use across the county for Hazmat Monitoring.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
ID	16
Version	1.0
Attachments	False
Created	2/6/2019 10:45 AM

Created By	Jarred Thomas
Modified	2/6/2019 10:45 AM
Modified By	Jarred Thomas

Commissioners Court - Regular Session **14.**

Meeting Date: 02/12/2019

2019 Radiological Detection Homeland Security Grant Resolution

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

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on adopting a resolution supporting the application for Homeland Security Grant funding for the 2019 Radiological Detection Sustainment Project grant #2957205.

Background

This grant project will replace current equipment at the end of life and no longer supported by the manufacturer. This equipment is a primary component to all hazardous materials responses.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Radiological Detection Resolution

2019 Radiological Detection Internal Grant Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/06/2019 01:53 PM
Form Started By: Jarred Thomas		Started On: 02/06/2019 12:20 PM
Final Approval Date: 02/06/2019		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Radiological Detection Sustainment Project. The grant application number is 3775901.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Radiological Detection Sustainment Project Grant Application be submitted to the State of Texas, Office of the Governor; and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

WHEREAS, the Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Fluorine Detector and Related Equipment project.

Adopted this 12th day of February, 2019.

_____

Bill Gravell Jr.
Williamson County Judge

Grant Title/Project Name:	Radiological Detection Sustainment Project
Department:	0541-Emergency Management
Requestor:	Jarred Thomas
Contact Email:	jthomas@wilco.org
Contact Phone Number:	512-864-8269
Start Date:	10/1/2019
End Date:	9/30/2020
Please select request category:	Asset
Describe the request category in detail to include all requirements.	This project will replace aging personal radiological detection equipment for the Williamson county HasMat Team. The current equipment is at end of life and no longer supported by the manufacturer. This project consist of 24 personal dosimeters and accessories.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$30,776.80
Please provide a breakdown of the total cost above.	RadEye SPRD (personal dosimeter) QTY 2 - Total $4,798.00 RadEye G (personal dosimeter) QTY 22 - Total $21,964.00 Holster QTY 24 - Total $924.00 Docking Station QTY 6 - Total $3,090.00
Is there a match requirement?	No
If yes, describe the type and source of match.	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	

List other similar assets in the County and/or region and if they are available for use?	The hazMat Team currently utilizes similar devices, requried on all hazmat calls, but is at the end of sustainable life.
How is this asset request different from any similar assets currently in the County and/or region?	These items will provide a higher level of detection than the current models.
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	These assets would be utilized on every hazmat incident and other special circumstances.
How often do these events occur?	12 per year
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	For use with the Williamson County hazMat Team comprised of multiple fire departments across Williamson County.
Where will the asset be stored?	On HazMat Response Trailers and Response Vehicles
What is the useful life of the asset?	5+ years
Will a replacement be requested from general funds when useful life has been exhausted?	No
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	Responsible parties of hazmat incidents are billed for services to include the use of detection equipment.
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	These items require minimal maintenace, primarily battery replacement.
How will this asset be funded when the grant ends?	Hameland Security grant fudns will be sought and sustianment of of regional response teams is a priority of the state and region.
What is the impact if the grant is not received?	The Williamson County HazMat Team will lose the ability to protect responders or risk exposure to radiological during incidents.
New Personnel position is:	
Where will this position office?	
Who will this position report to?	

What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	

Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	$50/year for annual battery replacement.
What is the impact of this grant application on other internal/county departments?	It will allow us to have well maintained and operational equipment to use accross the county for Hazmat Monitoring.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	Yes
ID	17
Version	1.0
Attachments	False
Created	2/6/2019 11:09 AM
Created By	Jarred Thomas
Modified	2/6/2019 11:09 AM

Modified By	Jarred Thomas

Commissioners Court - Regular Session **15.**

Meeting Date: 02/12/2019

Approving Service Contract Amendent with Doyle Electric

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Amended Services Contract between Williamson County and Doyle Electric, LLC to provide electrical work for the ESOC Training Lab Expansion Project in the not-to-exceed amount of $37,517.00 and authorizing execution of the agreement.

Background

This service agreement is for the electrical scope of work associated with the ESOC Training Lab Expansion. This Amendment is for additional work not identified at the time of the original quote. This will add additional $5,764 to the not-to-exceed amount. Point of contact is Tom Stanfield. Funding source is P509.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Exhibit A

Service Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/07/2019 11:28 AM
County Judge Exec Asst.	Andrea Schiele	02/07/2019 01:20 PM
Form Started By: Andrew Portillo		Started On: 02/07/2019 09:47 AM
Final Approval Date: 02/07/2019		

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

2/5/2019

TO:
Williamson County
Tom Stanfield
Georgetown, TX 78626

JOB:
Project: Wilco ESOC Renovation
911 Tracy Chambers Ln
Georgetown, TX
Change Order Number: 529-01

CHANGE ORDER INFORMATION: Add (4) WLKAF3 Floor Boxes

WORK DESCRIPTION: Provide an additional (4) WLKAF3 Floor Boxes per January 16, 2019 meeting. Add grounding requirements per meeting requirements. Relocate existing floor box to new location per meeting.

The total amount of this Change Order is: $**5,764.00**

Exclusions:
- **Overtime**
- **Tax**
- **Low voltage cabling**
- **Low voltage terminations**
- **Sheetrock cut/core/patch**
- **Ground termination to equipment by others (#6 ground tail thru floor only)**
- **Additional tile cut for relocated floor box (use existing tiles)**
- **New floor tiles**
- **Condition of receptacles/covers of existing floor box**
- **Any and all carpet cut/patch/repair/install**
- **New/Additional circuits from electrical rooms (confirmed circuits required at meeting)**

Sincerely,

Dustin Doyle
Doyle Electric, LLC
512-743-5534

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

FIRST AMENDED SERVICES CONTRACT FOR ESOC TRAINING LAB RENOVATION

(Doyle Electric LLC)

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 **Doyle Electric LLC** (hereinafter "Service Provider"), with mailing address at 1108 S Lakeside Dr. Burnet, Texas 78611 (phone 512-743-5534). 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,

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

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/Quotation(s), dated November 21, 2018 which is incorporated herein as if copied in full;

B. As described in the attached Change Order with additional Statement of Work//Quotation(s), dated February 5, 2019 which is incorporated herein as if copied in full; 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.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Statement of Work/Quotation dated November 21, 2018 which is incorporated herein as if copied in full. **The revised not-to-exceed amount under this agreement is $37,517.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** 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.

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 (*including premises, completed operations and contractual*)	$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
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

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.

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.

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), dated November 21, 2018 and Change Order with additional Statement of Work/Quotation(s) dated February 5, 2019, which are both 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.

XIII.

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 XI above.

XIV.

Severability: 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.

XV.

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 Agreement, 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 Agreement 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.

XVI.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement 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.

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:

_____
Hon. Bill Gravell
Williamson County Judge

Date: _____ ___, 20____

Service Provider:

_____
Authorized Representative

Date: February 6th, 2019

Exhibit(s)
Statement of Work/Quotation(s), dated November 21, 2018
Change Order w/add'l Statement of Work/Quotation(s), dated February 5, 2019
(Incorporated herein as if copied in full)

Commissioners Court - Regular Session **16.**

Meeting Date: 02/12/2019

Authorize Purchasing of MCCI LF Support Renewal for 2019 through the Buyboard

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Price Quote #0016164, between MCCI and Williamson County for LSAP Renewal 2019 in the amount of $81,826.10, pursuant to Buyboard Contract #544-17, and authorizing the purchase.

Background

Laserfiche annual maintenance and support renewal. Coverage 3.31.2019-3.30.202. Funding source 01.0100.0503.004505, Department Contact Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MCCI Pricing

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/07/2019 11:00 AM
County Judge Exec Asst.	Andrea Schiele	02/07/2019 01:06 PM
Form Started By: Johnny Grimaldo		Started On: 02/07/2019 08:12 AM
Final Approval Date: 02/07/2019		

MCCi ExperienceExcellence
P.O. Box 2235 Tallahassee, FL 32316
FEIN: 33-1069550
Questions: finance@mccinnovations.com

INVOICE

Bill To:

WILLIAMSON COUNTY, TEXAS
**TMCCULLEY@WILCO.ORG
TAMMY MCCULLEY - OFFICE MANAGER
301 SE INNERLOOP, STE 105
GEORGETOWN, TX 78626

Invoice Number	00016164
Invoice Date	1/22/2019
PO Number	LSAP RENEWAL 2019
Customer Id	60-60792
Payment Terms	Net 30

Shipped	Description	Unit Price	Extended Price
1	LF SUPPORT RENEWAL	$81,826.10	$81,826.10
LSAP Renewal 2019			

BuyBoard Contract# 544-17

Annual Support Renewal- Coverage: 3/31/2019- 3/30/2020

Subtotal	$81,826.10
Discount	$0.00
Freight	$0.00
Tax	$0.00
Total	$81,826.10

If planning to pay via EFT, formal EFT instructions should only be requested/received from our Finance Department (finance@mccinnovations.com). Additionally, it is your responsibility to verbally verify EFT instructions with a member of our Finance department prior to making an EFT payment for the first time, and/or prior to submitting EFT payment(s) in the event updated EFT instructions are provided to you.

Commissioners Court - Regular Session **17.**

Meeting Date: 02/12/2019

Discuss, consider and take appropriate action on approval of Memorandum of Understanding

Submitted For: Donna Harrell **Submitted By:** Donna Harrell, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss , consider and take appropriate action on the approval of Memorandum of Understanding between Department of Veterans Affairs, Austin Vet Center #703 and Williamson County, Texas (For Veteran Affairs In-Office Support).

Background

The Austin Vet Center #703 provides psychological counseling and support to Veterans of Williamson County and surrounding counties. Their office currently exists at the Austin Outpatient VA Clinic in far South Austin. This MOU provides an opportunity for the Veterans of Williamson County to seek psychological counseling closer to home on a continuing basis, in this case, every Tuesday, during regular office hours for Williamson County Veteran Services at their office located at 100 Wilco Way, Suite V101. Since we currently have additional office space that was allocated for future growth of the office, it is deemed to be a good service to provide for these veterans. If the services are more accessible, it is more likely that the Veterans will seek help and follow up with the services provided. Veteran Services requests approval of this MOU.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vet Center MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/06/2019 04:00 PM
Vereran Services (Originator)	Inky Chandler-Mertz	02/07/2019 11:25 AM
County Judge Exec Asst.	Andrea Schiele	02/07/2019 11:26 AM
Form Started By: Donna Harrell		Started On: 02/06/2019 01:33 PM
Final Approval Date: 02/07/2019		

MEMORANDUM OF UNDERSTANDING BETWEEN
DEPARTMENT OF VETERANS AFFAIRS, AUSTIN VET CENTER #703 AND
WILLIAMSON COUNTY, TEXAS (For Veteran Affairs In-Office Support)

1. **PURPOSE**. This document serves as a Memorandum of Understanding (MOU) between the **Austin Vet Center #703**, 2015 S. IH 35, Austin, TX 78741– a program of Readjustment Counseling Service under the Department of Veterans Affairs (VA) and Williamson County, 100 Wilco Way Suite V-101 Georgetown, Texas, a political subdivision of the State of Texas (hereinafter "WilCo").

2. **AUTHORITY**. Section 1712A of Title 38, United States Code permits the Secretary of Veterans Affairs to, upon request of the Veteran; furnish counseling to the Veteran to assist the Veteran in readjusting to civilian life.

3. **RESPONSIBILITIES**.

i. Austin Vet Center responsibilities:

a. Tour of Duty: In compliance with WilCo hours of operation, the Vet Center's representative's tour of duty will be every Tuesday from 0800-1630. This tour of duty will ensure that the WilCo staff is on-site and available during this time.

b. Sessions: Austin Vet Center will provide a counselor to meet with Veterans to conduct individual and/or group counseling sessions to eligible veterans. The exact time of the group or individual appointments will be coordinated between the Austin Vet Center and the Williamson County Veteran Office.

c. Supervision. While at the WilCo, the Vet Center representative shall be organizationally and professionally responsible to the Vet Center line of authority.

ii. WilCo responsibilities:

a. Office Space. WilCo will ensure that space is available for veteran's individual and/or group members to meet with the Vet Center representative on the date designated herein. The Vet Center representative will have access to copiers, faxes, and telephone equipment.

b. Administrative Staff Meetings. The Vet Center representative will be apprised of any pertinent information discussed in WilCo staff meetings when the agenda includes information and coordination of WilCo activities involving the Vet Center.

c. Duty Hours: The WilCo will arrange for access to the facility for the agreed group counseling or individual appointment times during regular business hours.

4. **REFERRALS**. The WilCo will refer Veterans in need of other Vet Center services to the Vet Center core staff. Services provided within this MOU are for eligible veterans only. Independent access to the Vet Center or to client data is not available under this MOU.

5. **POINT OF CONTACT:** (Donna Harrell, Director Veterans Services), 100 Wilco Way Suite V-101 Georgetown, TX 78626, WilCo, 512-943-1900.

6. **EFFECTIVE DATE**: This MOU becomes effective on the date of the last signature below.

7. **MODIFICATION**: The parties have the authority to amend or modify this MOU at any time in writing and upon mutual consent of both parties.

8. **TERMINATION** Either party may terminate this agreement by giving no less than 60 days' notice in writing to the individuals titled below. All written notices to either party shall be at the address contained herein.

IN WITNESS WHEREOF, County and Service Provider have duly executed this MOU to be effective as of the date of the last party's execution below.

Jane E. Olien 1568942 Digitally signed by Jane E. Olien 1568942 Date: 2019.02.07 07:10:37 -06'00'

Jane Olien, LCSW,LCDC
Director
Austin Vet Center

Date: 2/6/19

Donna Harrell
Director
Williamson County Veteran Services

Date: 2/6/19

Leticia L. Dreiling 506231 Digitally signed by Leticia L. Dreiling 506231 Date: 2019.02.07 08:53:45 -06'00'

Leticia L. Dreiling, LCMFT, LCAC
Deputy District Director
Continental District 4, Zone 2

Date: 2/6/19

Bill Gravell
Williamson County Judge
Commissioners Court

Date: _____

Commissioners Court - Regular Session **18.**

Meeting Date: 02/12/2019

Indigent/Abandoned Burial

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Joseph Hart Taylor) who passed away in J.P., Pct. 2 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Report of Death

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	02/06/2019 04:03 PM
Form Started By: Andrea Schiele		Started On: 02/06/2019 03:23 PM
Final Approval Date: 02/06/2019		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING INTERMENT OF DECEDENT'S REMAINS (Joseph M. Hart Taylor)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Joseph M. Hart Taylor (SSN xxx-xx-2870) passed away on February 1, 2019 at the age of 56 in Justice of the Peace, Pct. 2 of Williamson County, Texas while admitted in Cottonwood Nursing and Rehabilitation Center, 1500 Cottonwood Creek Trail, Cedar Park, Texas 78613.

The Court further finds that there have been numerous attempts and investigation to obtain information regarding next of kin. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin. Based on the lack of or the actions or failure to respond of next of kin, the deceased's body has become abandoned.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas

Health & Safety Code; therefore, the duty to inter the remains falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of February, 2019.

_____
Hon. Bill Gravell
Williamson County Judge

Report of Death

000044444427637

Vital Statistics 25 TAC Sec. 181.2(a) "The funeral director, or person acting as such, who assumes custody of a dead body or fetus shall obtain an electronically filed report of death through a Bureau of Vital Statistics system or complete a report of death before transporting the body. The report of death shall within 24 hours be mailed or otherwise transmitted to the local registrar of the district in which the death occurred or in which the body was found. A copy of the completed or electronically filed report of death as prescribed by the Bureau of Vital Statistics shall serve as authority to transport or bury the body or fetus within this state."

Print in dark ink the legal name of the deceased as shown on the Social Security card or birth

first	middle	last	suffix	AKA	maiden
JOSEPH	M.	HART TAYLOR			

Date of Death 02 (month) / 01 (day) / 2019 (year) Sex MALE Date of Birth 12 (month) / 16 (day) / 1962 (year)

Social Security Number [redacted] 2 8 7 0 ☐ None ☐ Not Available

Place of Death (check one)

- ☐ Hospital Inpatient
- ☐ Hospital Emergency Room/Outpatient
- ☐ Hospital Dead on Arrival
- ☐ Hospice Facility
- ☒ Nursing home/Long term care facility
- ☐ Home of Deceased
- ☐ Other (specify): _____

Facility Name (If not institution, give street & number)

COTTONWOOD CREEK NURSING & REHABILITATION CENTER

City, Town, or Precinct Number: **CEDAR PARK, 78613**

County: **WILLIAMSON**

Local registration office for the area where this death occurred: **REGISTRAR - WILLIAMSON COUNTY CLERK**

☐ This death may be due to homicide, suicide or accident; or this death occurred without medical attendance.

This death will be certified by: ☑ Physician ☐ Medical Examiner ☐ Justice of the Peace

Name and address of certifier:
Dr. Jose Cardenas
512-368-7275
2400 ROUND ROCK AVENUE
ROUND ROCK, TX 78681

Name and address of person making this report (if funeral director list license number and funeral home):
JENNIFER SKOVIERA 113754

BECK FUNERAL HOME LTD

15709 RANCH ROAD 620
AUSTIN, TX 78717

JENNIFER SKOVIERA- BY ELECTRONIC SIGNATURE **02/06/2019**

Signature or electronic verification of person making this report — Date of report

The Report of Death may be mailed, faxed, emailed, electronically registered or conveyed in person. A copy of this document is to accompany the body. This report contains confidential information.

Date /Time Received

Report	
Certificate	
Electronic	

Registrar Use Only

VS-115 Revised 9/2004 (may be duplicated)

WARNING: This is a governmental document. Texas Penal Code, Section 37.10, specifies penalties for making false entries or providing false information in this document.

Facts of Death Verification

as they will appear on the Certificate of Death

1. LEGAL NAME OF DECEASED (Include AKA's, if any) (First, Middle, Last)			(Maiden)		2. DATE OF DEATH - ACTUAL OR PRESUMED (mm-dd-yyyy)
JOSEPH M. HART TAYLOR					FEBRUARY 1, 2019
3. SEX	4. DATE OF BIRTH (mm-dd-yyyy)	5. AGE-Last Birthday (Years)	IF UNDER 1 YR Mo / Days	IF UNDER 1 DAY Hours / Min	6. BIRTHPLACE (City & State or Foreign Country)
MALE	DECEMBER 16, 1962	56			UNKNOWN

7. SOCIAL SECURITY	8. MARITAL STATUS AT TIME OF DEATH	9. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage)
[redacted]2870	☐ Married ☐ Widowed (and not remarried) ☒ Divorced (and not remarried) ☐ Never Married ☐ Unknown	

10a. RESIDENCE STREET ADDRESS	10b. APT. NO.	10c. CITY OR TOWN
1500 COTTONWOOD CREEK TRL		CEDAR PARK

10d. COUNTY	10e. STATE	10f. ZIP CODE	10g. INSIDE CITY LIMITS?
WILLIAMSON	TEXAS	78613	☒ Yes ☐ No

11. FATHER/PARENT 2 NAME PRIOR TO FIRST MARRIAGE	12. MOTHER/PARENT 1 NAME PRIOR TO FIRST MARRIAGE
NOT KNOWN	NOT KNOWN

13. PLACE OF DEATH (CHECK ONLY ONE)

IF DEATH OCCURRED IN A HOSPITAL:	IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL:
☐ Inpatient ☐ ER/Outpatient ☐ DOA	☐ Hospice Facility ☒ Nursing Home ☐ Decedent's Home ☐ Other (Specify)

14. COUNTY OF DEATH	15. CITY/TOWN, ZIP (IF OUTSIDE CITY LIMITS, GIVE PRECINCT NO)	16. FACILITY NAME (If not institution, give street address)
WILLIAMSON	CEDAR PARK, 78613	COTTONWOOD CREEK NURSING & REHABILITATION CENTER

17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED	18. MAILING ADDRESS OF INFORMANT (Street and Number,City,State,Zip Code)
BILL GRAVELL - COUNTY JUDGE	710 S. MAIN STREET, GEORGETOWN, TX 78626

19. METHOD OF DISPOSITION	20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH	21. ☒ Unknown
☐ Burial ☒ Cremation ☐ Donation ☐ Entombment ☐ Removal from state ☐ Mausoleum ☐ Other (Specify)	JENNIFER SKOVIERA ,BY ELECTRONIC SIGNATURE - 113754	Section _____ Block _____ Lot _____ Space _____

22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place)	23. LOCATION (City/Town, and State)
BECK CREMATORY	AUSTIN, TX

24. NAME OF FUNERAL FACILITY	25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code)
BECK FUNERAL HOME LTD	15709 RANCH ROAD 620, AUSTIN, TX 78717

EDR No: 000044444427637

Informant's signature: _____ Date: _____

WARNING: THE PENALTY FOR KNOWINGLY MAKING A FALSE STATEMENT IN THIS FORM CAN BE 2-10 YEARS IN PRISON AND A FINE OF UP TO $10,000. (HEALTH AND SAFETY CODE, CHAPTER 195, SEC. 195.003)

Commissioners Court - Regular Session **19.**

Meeting Date: 02/12/2019

Acknowledgement of Commissioner Cook's 2018 Training Hours

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 acknowledgment of sufficient continuing education hours by Commissioner Terry Cook surpassing the minimum as required annually.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2018 CEUs

2018 CEUs summary

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/04/2019 04:33 PM
Form Started By: Garry Brown		Started On: 02/04/2019 01:50 PM
Final Approval Date: 02/04/2019		

COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS

County Commissioner Continuing Education Transcript

Reporting Period: 1/1/ 2018- 12/31/2018

Hon. Terry Cook
Williamson County Commissioner, Pct.1
1801 E Old Settlers Blvd Ste 110
Round Rock, TX 78664-1908

Phone: (512) 244-8610
Fax: (512) 244-8616

Term:
1/1/2017 - 12/31/2020

Last 4 digits of SSN

01/01/2018	Excess hours carried from prior period	8.00
02/13/2018	Texas Association of Counties-Conference of the County Investment Academy	22.50

Total Hours Earned: 30.50

You have met your 2018 Commissioner Statutory Continuing Education requirement.

You will carry forward 8.00 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

If this report does not agree with your records, please call Administrative Assistant at (512) 482-0701 or (800) 733-0699 or cjca@allison-bass.com

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

TEXAS ASSOCIATION *of* COUNTIES

Certification for Continuing Education

2018 Legislative Conference

August 29-31, 2018 | Fairmont Austin Hotel

Sponsor: **Texas Association of Counties**

Educational Co-Sponsor: **LBJ School of Public Affairs, University of Texas**

SESSION TITLE	DATE	TIME	HOURS OFFERED	CREDIT HOURS CLAIMED
Pre-Conference Session: (NIMS) Workshop	Wed., Aug. 29	9 a.m.-noon	3	
Opening General Session	Wed., Aug. 29	1-3:30 p.m.	2.50 hours	2.5
Legislative Discussions – 8-9:05 a.m. or 9:30-10:35 a.m. Please circle the times you attended below. A MAXIMUM OF 2 HOURS IS ALLOWED.				
The Indigent Defense Mandate: Where Do We Go from Here?	Thurs., Aug 30	8-9:05 a.m. or 1:30-2:35 p.m.	1 hour	
Disaster Recovery – A Discussion with the General Land Office	Thurs., Aug 30	8-9:05 a.m. or 9:30-10:35 a.m.	1 hour	
Spotlight on Criminal Justice Iris Y	Thurs., Aug 30	8-9:05 a.m. or 9:30-10:35 a.m.	1 hour	1
Texas Property Tax & Appraisal System Reform	Thurs., Aug 30	8-9:05 a.m. or 9:30-10:35 a.m.	1 hour	1
Courthouse Security	Thurs., Aug 30	8-9:05 a.m. or 9:30-10:35 a.m.	1 hour	
Legislative Discussions – 10:55 a.m.-noon or 1:30-2:35 p.m. Please circle the times you attended below. A MAXIMUM OF 2 HOURS IS ALLOWED.				
Perspectives on Disaster Recovery Response and Recovery After Hurricane Harvey	Thurs., Aug 30	9:30-10:35 a.m. or 10:55 a.m.-noon	1 hour	
The Plan for Ending Unfunded Mandates	Thurs., Aug 30	10:55 a.m.-noon or 1:30-2:35 p.m.	1 hour	
Assessing Mental Health in Texas	Thurs., Aug 30	10:55 a.m.-noon or 1:30-2:35 p.m.	1 hour	
Understanding the Other Side of the Property Tax Equation: School Finance Lantang	Thurs., Aug 30	10:55 a.m.-noon or 1:30-2:35 p.m.	1 hour	1
Transportation Discussion – Where's the Money, What Will the Legislature Do? Inman	Thurs., Aug 30	10:55 a.m.-noon or 1:30-2:35 p.m.	1 hour	1
Affiliate Meetings	Thurs., Aug 30	3-4:30 p.m.	1.50 hours	1.5
Closing General Session	Fri. Aug. 31	9-11 a.m.	2 hours	1.0
CommCube, Social Media 101 Module – Please write the times you attended below. A MAXIMUM OF 1 HOUR IS ALLOWED AND YOU MUST ATTEND ALL THREE 20-MIN SESSIONS				
CommCube, Social Media 101 Module 1: New Media	Aug. 29 or Aug. 30		.20	.2
CommCube, Social Media 101 Module 2: Facebook	Aug. 29 or Aug. 30		.20	
CommCube, Social Media 101 Module 3: Twitter	Aug. 29 or Aug. 30		.20	.2
TOTAL POSSIBLE CONTINUING EDUCATION HOURS			**14**	
TOTAL HOURS CLAIMED				

Please check and fill out the office and continuing education hours that apply to you:

- ☒ County Commissioner (max of 14 hours): 9.0
- ☐ CPA/Auditors (max of 14 hours): _____
- ☐ Purchasing Agents (max of 14 hours): _____
- ☐ County Treasurer & Staff (max of 14 hours): _____
- ☐ Tax Assessor-Collectors (max of 14 hours): _____
- ☐ PHRs and SPHRs (max of 14 hours): _____

I, Terry G Cook, do hereby certify that I attended the above listed programs and was present at the courses of instruction. I represent and declare all of the above statements are true and correct.

Name (print): Terry G Cook

County: Williamson **Title:** Commissioner Pct 1

Date: 8/31/18 **Signature:** Terry G Cook

CERTIFICATE OF PARTICIPATION

The Texas A&M AgriLife Extension Service

Awards This Certificate To

Terry G. Cook

For Successfully Completing 6.5 Hours of Educational Training

During the

District 8 County Judges and Commissioners Conference

November 7, 2018
Waco, TX

TEXAS A&M AGRILIFE EXTENSION

PRAIRIE VIEW A&M UNIVERSITY
COLLEGE OF AGRICULTURE AND HUMAN SCIENCES
Cooperative Extension Program

Dr. Parr Rosson, Interim Director

Dr. Donald W. Kelm, District Extension Administrator

TEXAS ASSOCIATIONS OF COUNTIES

and

TEXAS A&M AgriLife Extension Service

Continuing Education Credits for 2018

Terry Cook
Williamson County Commissioner, Pct. 1
1801 E Old Settlers Blvd, Suite 110
Round Rock, TX 78664-1908

1/01/2018	Excess hours carried from prior period	8.0
02/13/2018	TAC – Conference of the County Investment Academy	22.5
08/31/2018	TAC – 2018 Legislative Conference	9.0
11/07/2018	Texas A&M AgriLife Extension Service District 8 County Judges & Commissioners Conference	6.5

Total Hours Earned: 46.0 hours

I have met my 2018 Commissioner Statutory Continuing Education requirement.

I will carry forward 8.0 hours to the next reporting period, 2019.

Commissioners Court - Regular Session **20.**

Meeting Date: 02/12/2019

Security Assessment

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on exempting the National Center for State Courts (NCSC) from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024 (a)(1)(2)(4) as a professional service to provide a security assessment of the Williamson County Justice Center and authorizing the execution of the agreement.

Background

The National Center for State Courts (NCSC) Court Consulting Services division proposes to conduct a thorough and comprehensive security assessment of the Williamson County Justice Center with a team of experienced court security professionals. The building assessment will reflect on both existing resource allocation and optimal allocation. The term “security” encompasses a variety of considerations, but has three basic facets:

- Architectural elements
- Operating procedures
- Equipment and technology

Also incorporated within the assessment will be examination of governance issues, policies, and procedures that are used to protect employees and the public. The NCSC is the leading national expert on court facility standards and has performed more than 275 security assessments of courthouses in the majority of states.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Courthouse Security Review

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/07/2019 09:32 AM
County Judge Exec Asst.	Andrea Schiele	02/07/2019 11:08 AM
Form Started By: Ashlie Koenig		Started On: 02/06/2019 02:03 PM
Final Approval Date: 02/07/2019		

National Center for State Courts

A nonprofit organization improving justice through leadership and service to courts

Mary Campbell McQueen
President

Daniel J. Hall
Vice President
Court Consulting Services
Denver Office

February 1, 2019
Honorable Betsy F. Lambeth
Judge, 425th Judicial District Court
Williamson County, Texas
710 Main Street
Georgetown, Texas 78626

Dear Judge Lambeth:

In response to your recent request for a courthouse security review, the National Center for State Courts (NCSC) Court Consulting Services division in Denver has prepared this proposal for your review. The proposal is in the form of a letter agreement that we often use when responding to a direct request for our services.

The NCSC is a non-profit corporation headquartered in Williamsburg, Virginia, that is dedicated to the modernization of the nation's courts. In past years and based on tragic incidents in Fulton County (Georgia) Superior Court and other courthouses, the concern of the judiciary regarding court security has resulted in it becoming a specialized priority for the NCSC. The Court Consulting Services division of the NCSC located in Denver, Colorado, specifically provides advanced consulting services in this area. In response to your expression of interest, the NCSC respectfully submits this proposal for a security assessment to be conducted at the building occupied by the 425th Judicial District Court for Williamson County. The proposal is organized in the following sections:

- Understanding of Need
- Work Plan and Schedule
- Proposed Staffing
- Project Cost
- Appendix - Special Terms for Texas County Governmental Entities

Understanding of Need

The Williamson County Courthouse is a three story (plus basement) building located in downtown Georgetown that was constructed in 1990. The building houses five district courts, four county courts, the district clerk's office, the county clerk's office, adult probation, district attorney, county attorney, sheriff transport and security operations, and other county government supporting services. It is estimated that it will take two NCSC project team

members approximately two and one-half to three days, not including travel, to complete the proposed on-site assessment.

The NCSC proposes to conduct a thorough and comprehensive security assessment of the Williamson County Courthouse with a team of experienced court security professionals. The building assessment will reflect on both existing resource allocation and optimal allocation. The term "security" encompasses a variety of considerations, but has three basic facets:

- Architectural elements
- Operating procedures
- Equipment and technology

The NCSC also understands that you seek to cover all three facets of courthouse security through examination of governance issues, policies, and procedures that are used to protect employees and the public. All of the above will be incorporated within the assessment.

NCSC security assessments are made in relation to the presence of adequate countermeasures to assessed security vulnerability, threats, and risks. An overriding variable may be the presence and availability of weapons in the courthouse. Multiple other issues for site specific consideration are normally addressed and include:

- Building location and setback
- Site perimeter access and control
- Point-of-entry screening
- Staff/employee access via ingress and egress
- Central security
- Duress alarms
- Law enforcement and security officer staffing
- Prisoner transport and circulation
- Prisoner holding areas
- Surveillance cameras external and internal
- Retail space (if applicable)
- Central holding, sally ports
- Shipping, deliveries and loading dock areas
- Site security and safety lighting
- Controlled access systems
- Emergency power and generators
- Intrusion alarm systems
- Exit contingency plans

The NCSC is the leading national expert on court facility standards and has performed more than 275 security assessments of courthouses in the majority of states. Among the architectural enhancements that significantly impact security are:

- Single points of public entry egress.
- Weapons screening checkpoints with walk-through magnetometers, hand-held metal detectors, x-ray machines, and duress alarms available at all public entrances.
- Separate judicial entrances from secure parking areas with separate access to offices for court officials.
- Appropriate lobby and systems space design/layout to allow proper queuing at entry screening checkpoints and prevent excessive crowding and confusion.
- Defined separation of public, judicial/staff, and prisoner circulation (i.e., secured, restricted, and public) systems.

- Secured vehicular sally port for transfer of in-custody defendants to and from the facility.
- Central and court floor holding areas accessed by secured in-custody defendants circulation for transporting prisoners to courtrooms safely/securely and effectively.
- Sufficient public waiting space and attorney client conference to permit separation of opposing parties, particularly in domestic cases.
- Elimination of areas on-site and within the facility where persons and/or illegal activities can be concealed.

Due to the range of actions that can be taken to improve security and the costs associated with these improvements, there is always a need for prioritization and assessment of risk. The NCSC understands the financial implications and the almost inevitable need to seek budget resources – resulting in a number of cost-effective recommendations and solutions.

Work Plan and Schedule

The NCSC will organize its work plan into the following tasks.

Task 1 - Information Gathering, Analysis, and Site Visit Preparation

As a first step, the NCSC project team proposes to conduct an initial conference call with the judge and court staff to discuss the purpose and details of the project. A primary point of discussion will be the logistics and timing of the site visit. Important items include the need for a client-appointed project liaison to facilitate collection of data materials and documents, set interview schedules, and help gain access to all areas of the courthouse during the NCSC project team's on-site visit. Typically, and in order to formulate baseline data, the NCSC project team requests information in advance, including diagrams of the courthouse design and layout, security manuals, security protocols, security training manuals, security force information, and any previous court facility assessments.

Task 2 - On-site Visit

The two-person NCSC project team will spend approximately four days on-site, including travel to and from the Williamson County Courthouse. During this period, the NCSC will perform an internal and external walk-through of the courthouse, make its assessment of security shortcomings, as well as interview a representative sample of judges, court staff, security officers, and other related officials such as prosecutors and sheriff's personnel. Interviews will be coordinated by the court's appointed project liaison(s) who will also work with the NCSC project team to develop a plan to expedite the physical review of the courthouse.

NCSC security on-site assessments are made in relation to the presence of adequate countermeasures to security vulnerability, threats, and risks. These include architectural elements, operating procedures, and equipment/technology. In assessing the courthouse, the NCSC may consider the remodeling potential of selected areas inside the courthouse if such recommendations may be feasible and contribute to the enhancement of security and safety.

It is the practice of the NCSC project team to provide a debriefing during an (optional) luncheon meeting on the last day of the on-site visit. This meeting involves a brief rundown of overall observations and initial impressions. Comments during the debriefing are also often helpful in framing the final draft report. The court should determine exactly who should attend this debriefing meeting.

Task 3 - Prepare Final Draft Report

The NCSC project team will provide the court with a final draft report that contains observations, recommendations, and preliminary cost opinions regarding security issues facing the court. After seven to ten days for the court to examine the draft report, the NCSC project team will review the final draft report with the court via a conference call to answer questions and to hear the court's views. The NCSC project team will consider changes to the report based on those comments and/or any factual corrections received.

As part of the proposed courthouse building assessment, the NCSC project team will develop a probable cost opinion on recommended security enhancements at the courthouse, based on comparable courthouse improvements and construction projects observed by the NCSC in courts of similar jurisdiction. This cost opinion may be useful for exploring the scale of magnitude of various security enhancements regarding renovation recommendations. Cost opinions are not construction estimates as the actual cost of renovations and improvements vary considerably based on existing building conditions and security infrastructure which should be evaluated by professional construction and security contractor estimators.

Task 4 - Delivery of Final Report

Once any changes to the draft report have been made, the NCSC project team will provide an electronic copy of the final report. Printed copies can be provided upon request. All draft and final reports will be marked "confidential" due to the sensitive nature of the subject matter.

Project Schedule

After the contract is accepted and signed by all parties, the project is expected to be completed in approximately 12 weeks. To meet this deadline, task performance has to be an almost continuous sequence with some breaks between tasks. The schedule is dependent on the timing of project initiation, pace of client feedback, and logistical preparation. The project schedule, in terms of weeks, would be roughly as follows:

Task	*Weeks from start of project*									
	1-2	3-4	5	6	7	8	9	10	11	12
1. Information Gathering, Analysis, and Site Visit Preparation	XX	XX								
2. On-site Visit			XX							
3. Prepare Final Draft Report				XX	XX	XX	XX			
3. Client Review of Final Draft Report								XX	XX	
4. Delivery of Final Report										XX

Proposed Staffing

The NCSC has an experienced team of security experts who have court administration expertise, correctional and law enforcement backgrounds, architectural backgrounds, as well as external security consultants who bring experience from other court and justice system components from around the country. NCSC security consultants will conduct the on-site visit and develop the report. Senior Court Management Consultant and Architect, Nathan Hall, will direct the project and be fully responsible for the NCSC's conduct and success of the project. Mr. Hall will be assisted by NCSC Court Management Consultants James O'Neil and Steve Berson.

Nathan Hall is a LEED® certified Architect and Principal Court Security Consultant for the NCSC. Since joining the NCSC in 2008, he has been involved in over 50 court facility and security assessment projects for state and local courts across the nation. Presently, he is directing security projects in Florida, Wyoming, Minnesota, Ohio, and Guam. His expertise includes court security assessment, facility planning and design, and court technology planning. Mr. Hall provides training to court and security professionals regarding court security design and has published multiple articles on the subject of innovation in courthouse planning appearing in Courts Today and in the NCSC Future Trends series. Mr. Hall was a staff editor of the NCSC *Retrospective of Courthouse Design: 2001-2010* and serves as a national resource for trends and best practices in courthouse architecture. Previous to his employment at the NCSC, Mr. Hall spent six years as a design project manager for David Wise Architects in Denver, Colorado. He received his Bachelor of Science degree from Lewis and Clark College in Portland, Oregon, and his Master of Architecture degree from the University of Colorado College of Architecture and Planning.

James F. O'Neil has conducted over 150 security assessments with the NCSC since 2004. Previously, Mr. O'Neil served, from 1994-2006, in a dual role in the New Hampshire court system. He was Court Systems Security Manager and also District Court Regional Administrator. In his security role, he was responsible for all policies and procedures relating to the security of the 60 courts throughout the State of New Hampshire. He trained and certified all court security officers in courthouse security, including security screening, courtroom security, building physical security, prisoner handling and control, judicial protection, and firearms. He conducted security evaluations and was responsible for choosing the technology supporting security operations.

As District Court Regional Administrator, Mr. O'Neil was responsible for the supervision of 21 district court clerks. He provided guidance and direction on court operations, case management, and court personnel programs, including selection, supervision and evaluation of court staff. He formulated and implemented system-wide, long range plans and participated in design and up-grade of court facilities, and technology programs for the district court. Prior to joining the New Hampshire court system, Mr. O'Neil was a security manager in the private sector, serving from 1983-85 as the security manager for the North Andover, Massachusetts, plant of Raytheon Corporation. As Security Manager of the Special Compartment Information Facility, he was responsible for management of the facility operations and control and accountability of classified documents.

From 1961-1983, he served as a U.S. Army Counterintelligence Special Agent, responsible for conducting training for and training others in physical, operational, personnel, document, photographic, lock, and electronic security. He is experienced in overall security operations for both military and commercial installations and implemented operations security support and anti-terrorist programs that were integrated into military plans and policies.

Steve Berson, a long-time court security consultant to the NCSC, will coordinate the project. Mr. Berson, a graduate of Harvard Law School, is a former State Court Administrator for Colorado (1993 to 1999). Prior to that, he had extensive experience in managing state agencies in Colorado, serving in four different cabinet positions under two Colorado Governors. Since 2006, Mr. Berson has worked extensively as a consultant to the NCSC, serving as project coordinator for the hundreds of court security assessments that the NCSC has conducted during the past several years. In his role as project coordinator, he has been responsible for gathering the data collected by other members of the NCSC project team in the course of the security assessments and then drafting the security reports. Mr. Berson has also served as an on-site security consultant for many of the NCSC's assessments. He has conducted security assessments throughout the country, from Maryland to California, from Minnesota to Louisiana. Mr. Berson has also been integrally involved in writing and publishing of several of the NCSC essential offerings on courthouse security. These include the following: *Steps to Best Practices in Court Security*; *Guidelines for Implementing Best Practices in Court Building Security - Costs, Priorities, Funding Strategies, and Accountability*, a State Justice Institute (SJI) publication; the SJI-funded report *"Courthouse Violence 2010-2012 - Lessons Learned";* and the Bureau of Justice Assistance-funded report, *"Status of Security in State Courts - A National Perspective."*

Project Cost

The total cost for this project to assess and systemically report the court building described herein, as proposed in Tasks 1 through 4, is a fixed price to not-exceed $23,350. The project cost includes all professional and administrative time, travel expenses, and indirect costs. **Please note that as a fixed fee, the project cost will include all personnel costs, travel expenses and any indirect costs with no overage.** An example of some of the costs included in NCSC's indirect cost rates are equipment, supplies, telephone, printing/ photocopying, postage,

audits, and other items. they are based on the NCSC policy that utilizes the federal policies as guidelines.

Williamson County Courthouse Security Assessment
Budget Summary

Task	Estimated Hours	Hourly Project Director Rate	Hourly Consultant Rate	Budget Amount ($)
Task 1: Information Gathering, Analysis, and Site Visit Preparation	4	$181	$127	$550
Task 2: On-site Visit	64	$181	$127	$8,800
Estimated Travel Expenses (2 persons)				$3,000
Task 3: Prepare Final Draft Report	60	$181	$127	$8,050
Task 4: Delivery of Final Report	9	$181	$127	$1,100
	Total Budget			**$23,350**

If you have any questions or would like to discuss the proposal, please contact me at (303) 293-3063 or by e-mail at lklaversma@ncsc.org.

Sincerely,

Laura K Klaversma

Laura Klaversma
Court Services Director

cc: Nathan Hall

ACCEPTED:

Williamson County, Texas, Commissioners Court

By _____

Title _____

Date _____

National Center for State Courts

By Laura K Klaversma
Laura Klaversma

Title Court Services Director

Date February 1, 2019

Appendix:

Special Terms for Texas County Governmental Entities

The NCSC accepts the following special terms for Texas county governmental entities:

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

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

- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

- Right to Audit: SERVICE PROVIDER agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of SERVICE PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. SERVICE PROVIDER agrees that licensee 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. licensee shall give SERVICE PROVIDER reasonable advance notice of intended audits.

Commissioners Court - Regular Session **21.**

Meeting Date: 02/12/2019

FY19 Capital Improvement Program

Submitted By: Sarah Crain, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding capital improvement projects to include the projects and budgets for the 2013, 2014, 2015, 2017, 2018, and 2019 Capital Improvement Programs; the 2013 Park Bonds, and the 2015 Certificate of Obligation.

Background

The FY 2019 CIP available funds left to allocate total $5,195,715.54. Attached is the CIP request list and the FY19 Approved list.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY19 Approved CIP

FY19 CIP Summary List

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/06/2019 10:52 AM
Form Started By: Sarah Crain		Started On: 02/04/2019 11:56 AM
Final Approval Date: 02/06/2019		

Approval Date	CIP Item #	PROJECT	FY19 CIP BEGINNING BALANCE	UNALLOCATED PRIOR YRS	PARK BONDS	FLEET SERVICES	CO BONDS		TOTAL PROJECT $
			$ 14,991,449.23	**$ 3,477,775.26**	**$ 2,870,000.00**	**$ 800,000.00**	**$ 1,350,000.00**		**$ 23,489,224.49**
9/11/2018	0305	Parks River Ranch	$ (859,338.00)						$ (859,338.00)
9/11/2018	0225	Backup and Recovery Infrastructure	$ (300,000.00)						$ (300,000.00)
		Beginning Balance 10/30/18	**$ 13,832,111.23**	**$ 3,477,775.26**	**$ 2,870,000.00**	**$ 800,000.00**	**$ 1,350,000.00**		
10/30/2018	0305	Parks River Ranch-Roads			$ (2,870,000.00)				$ (2,870,000.00)
10/30/2018	0110	M11 Ambulance Station	$ (100,000.00)						$ (100,000.00)
10/30/2018	0187	Hutto Ambulance Station	$ (300,000.00)						$ (300,000.00)
10/30/2018	0215	Software Defined Network	$ (350,000.00)						$ (350,000.00)
10/30/2018	0230	SoftCode	$ (304,252.00)						$ (304,252.00)
10/30/2018	4050	Pct.4 Hutto Office Shell Finish Out	$ (355,000.00)						$ (355,000.00)
10/30/2018	4073	SO-Gun Range Ammo Bldg Foundation					$ (150,000.00)	*	$ (150,000.00)
10/30/2018	4017	JJC - Smith Branch Flood Mitigation	$ (5,000,000.00)						$ (5,000,000.00)
10/30/2018	4047	Audio/Visual Updates County Courts	$ (650,000.00)						$ (650,000.00)
10/30/2018	4002	Audio/Visual Updates District Courts	$ (650,000.00)						$ (650,000.00)
10/30/2018	4051	Granger CTTC Shower Remodel	$ (250,000.00)						$ (250,000.00)
10/30/2018	4075	Justice Center - 1st Fl. Court Room	$ (1,300,000.00)						$ (1,300,000.00)
10/30/2018	4046	SO Lott Bldg Remodel	$ (100,000.00)						$ (100,000.00)
10/30/2018	0470	SO Training Center Range Wall Replacement	$ (345,000.00)						$ (345,000.00)
10/30/2018	0483	North Campus Sign Shop	$ (300,000.00)			$ (170,000.00)			$ (470,000.00)
10/30/2018	0487	Facilities Storage Bldg				$ (630,000.00)	$ (1,200,000.00)	*	$ (1,830,000.00)
10/30/2018		Purchase Additional Hutto Office Condo	$ (840,000.00)						$ (840,000.00)
10/30/2018	0190	ESOC Training Room Remodel	$ (750,000.00)						$ (750,000.00)
									$ -
		Beginning Balance 12/02/18	**$ 2,237,859.23**	**$ 3,477,775.26**	**$ -**	**$ -**	**$ -**		
12/4/2018	4050	Closing Costs Hutto Annex	$ (6,918.95)						$ (6,918.95)
12/4/2018	4046	Moving & Building Expenses	$ (13,000.00)						$ (13,000.00)
12/4/2018		JP 4 Technology Conversion to Odyssey	$ (500,000.00)	Not to Exceed					$ (500,000.00)
		Current Balance	**$ 1,717,940.28**	**$ 3,477,775.26**	**$ -**	**$ -**	**$ -**		**$ (18,293,508.95)**
			$ 3,477,775.26						
		Left to Allocate	$ 5,195,715.54						$ 5,195,715.54

* *Balances on SOTC and North Campus will cover these amounts*

CAPITAL IMPROVEMENT PLAN 2019

Item #	Reference #	Year Proj. needs Funding	PROJECT	Description	Total Cost	FY 2019 Approved	FY 2019 (see notes)
			DEPARTMENT OF EMERGENCY SERVICES				
0110	1066-15-0110	2015	M11 Ambulance Station; Additional bay to house peak demand ambulance		$ 100,000	$ 100,000.00	
0120	1015-15-0120	2015	M42 Taylor Ambulance Station (Move to possible different location out of flood plain)		$ 750,000		
0187	0583-18-0187	2018	Hutto Ambulance Station / New Station		$ 300,000	$ 300,000.00	
0140	0583-15-0140	2015	Prime Site #2 / Create redundant backup to Prime #1		$ 3,000,000		
0190	0583-18-0190	2018	ESOC - Training Lab Expansion and Equipment		$ 750,000	$ 750,000.00	
			DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES				
0210	0475-15-0210	2015	Redaction Software for Odyssey		$ 800,000		
0225	0503-19-0225	2019	Backup and Recovery Infrastructure for Servers/Storage - Tentative approval 9/11/18		$ 300,000	$ 300,000.00	
0215	0503-19-0215	2020	Software Defined Network Project		$ 350,000	$ 350,000.00	
0230	0503-19-0230	2019	SoftCode - Constables' Offices		$ 304,252	$ 304,252.00	
		2019	JP4 Technology Conversion to Odyssey		$ 500,000	$ 500,000.00	
0220	0503-19-0220	2021	ERP Purchase/Upgrade		$ 3,500,000		
			PARKS				
0340	0510-16-0340	2016	Berry Springs - Heritage / Visitor Center		$ 775,000		
0345	0510-16-0345	2016	Berry Springs Maintenance Yard & Building		$ 350,000		
0350	0510-16-0350	2016	Berry Springs Waterless Restroom for Trail		$ 75,000		
0365	0510-16-0365	2016	SW WCRP Waterless Restroom for Trail		$ 75,000		
0312	1047-16-0312	2016	EXPO - Covered Arena Widening Project		$ 409,500		
0377	1047-18-0377	2018	EXPO - Wind Block Hanger Style Doors		$ 900,000		
0382	1047-18-0382	2018	EXPO - Electronic Events Sign		$ 200,000		
0383	1047-19-0383	2019	EXPO - Maintenance Building		$ 350,000		
0384	1047-19-0384	2019	EXPO - North Access Road from Bill Pickett Trail		$ 375,000		
			DEPARTMENT OF INFRASTRUCTURE				
			New Space				
4029	1026-19-4029	2019	Fleet Heavy Equipment Shop		$ 2,300,000		
4011	1026-19-4011	2019	Fleet Parts Room expansion		$ 400,000		
		2019	Prct. 4 Additional Hutto Office Space + Closing Costs		$ 846,919	$ 846,918.95	
4050	0214-19-4050	2019	Prct. 4 Hutto Office Building Shell Space Finish Out		$ 361,000	$ 361,000.00	
4020	0214-19-4020	2019	Prct. 4 Taylor Annex Office Building and Property with Ambulance Station		$ 25,000,000		
0485	0215-18-0485	2018	New Administration Building		$ 30,000,000		
4016	0215-19-4016	2019	County Records Building		$ 5,000,000		
0468	0560-18-0468	2018	SO - Driving Track and Skid Pad at Firearms Range for training		$ 1,500,000		
4014	0560-19-4014	2019	SO - Obstacle Course at SOTC by landfill		$ 130,000		
4023	0560-19-4023	2019	SO - Shoot House		$ 900,000		
4073	0560-19-4073	2019	SO -Gun Range Ammunition Storage Building Foundation Increase - needed for funded structure		$ 150,000		** $ 150,000.00
4007	1045-19-4007	2019	Juvenile Justice Center - Additional Detention Capacity		$ 60,000,000		
4008	1045-19-4008	2019	Juvenile Justice Center - Additional Residential Capacity		$ 18,000,000		
4049	1045-19-4049	2019	Juvenile Justice Center - Construct Family Court		$ 14,000,000		

CAPITAL IMPROVEMENT PLAN 2019

Item #	Reference #	Year Proj. needs Funding	Description PROJECT	Total Cost	FY 2019 Approved	FY 2019 (see notes)
4017	1045-19-4017	2019	Juvenile Justice Center - Smith Branch Flood Mitigation	$ 5,000,000	$ 5,000,000.00	
4047	0425-19-4047	2019	Audio/Visual Updates for County Courts	$ 650,000	$ 650,000.00	
4002	0435-19-4002	2019	Audio/Visual Updates for District Courts (26th, 277th, 368th, 395th, 425th)	$ 650,000	$ 650,000.00	
4025	0560-19-4025	2019	SOTC - Bullet Trap	$ 131,000		
			Building Remodel			
0407	1000-15-0407	2020	Remodel - Repair Historic Court House Terracotta: replace all blocks banding balconies	$ 1,000,000		
0402	1005-15-0402	2020	Remodel - Round Rock Annex Building A: after Health Dept vacates building	$ 2,525,000		
0405	1006-15-0405	2020	Remodel - Round Rock Annex Building B: Remodel to bring up to standard	$ 2,525,000		
0412	1032-15-0412	2024	Remodel - Cedar Park Annex - Tax Office - 2-Story addition on back of annex	$ 3,000,000		
0435	1051-15-0435	2015	Remodel - Tax Office Bldg/Carquest space - County owned bldg. into offices and large meeting room	$ 600,000		
4051	1026-19-4051	2019	Remodel - Granger CTTC Shower Remodel	$ 250,000	$ 250,000.00	
0430	1048-15-0430	2015	Remodel - JP #4 - Backup generator to keep office running during emergencies	$ 140,000		
0400	1008-15-0400	2015	Jail/SO - Jail Planning & Design master plan jail improvements	$ 250,000		
4033	1008-19-4033	2019	Jail/SO - Jail Design and Construction - fourth floor buildout	$ 12,000,000		
0449	1008-18-0449	2018	Jail/SO - Jail Privacy Wall to Separate Booking Area	$ 55,000		
0455	1008-18-0455	2018	Jail/SO - Jail Headquarters Expansion (where handicap parking is) - more space (Design)	$ 500,000		
4015	1008-19-4015	2019	Jail/SO - Jail Addition of Manways	$ 150,000		
0459	1008-18-0459	2018	Jail/SO - Secure HQ parking with new gates / window screens	$ 500,000		
0475	1008-18-0475	2018	Jail/SO - Gym w/false ceiling at HQ	$ 300,000		
4019	1008-19-4019	2019	Jail/SO - Parking Garage Repair	$ 650,000		
4024	1008-19-4024	2019	Jail/SO - East Side Parking Lot Expansion	$ 500,000		
4030	1008-19-4030	2019	Jail/SO - Front Reception Windows - Data	$ 65,000		
4031	1008-19-4031	2019	Jail/SO - Front Reception Windows - Warrants	$ 65,000		
4044	1009-16-4044	2016	Justice Center - Employee Breakroom Addition 1st Floor	$ 150,000		
4045	1009-16-4045	2016	Justice Center - Remodel EE breakroom into offices for District Clerk	$ 95,000		
0444	1009-18-0444	2018	Justice Center - Remodel of DA's Office (Phase 2)	$ 85,000		
0446	1009-18-0446	2018	Justice Center - Remodel of Grand Jury Restroom	$ 185,000		
0445	1009-18-0445	2018	Justice Center - Remodel of County Attorney Civil Division on 1st floor	$ 25,000		
4003	1009-19-4003	2019	Justice Center - Remodel Attic (Additional Office Space TBD)	$ 1,500,000		
4004	1009-19-4004	2019	Justice Center - Remodel Second floor into County Courts	$ 3,700,000		
4006	1009-19-4006	2019	Justice Center - Remodel Basement - Jury Call Room into Court Room	$ 450,000		
4048	1009-19-4048	2019	Justice Center - Remodel Basement - Vacated Space into CA/other offices	$ 850,000		
4018	1009-19-4018	2019	Justice Center - South End Restroom Remodel	$ 85,000		
0439	1009-16-0439	2016	Justice Center - Employee Breakroom Addition 2nd Floor	$ 150,000		
4075	1009-19-4075	2019	Justice Center - Convert 1st Floor Shell Space into District Court Room	$ 1,300,000	$ 1,300,000.00	
0441	1011-18-0441	2018	SO - Lott Bldg Remodel for Future Tenants	$ 5,000,000		
4046	1011-18-4046	2018	SO - Lott Bldg Minimal Remodel for Future Tenants (paint, carpet, restroom ADA, roof, parking lot)	$ 107,000	$ 107,000.00	
0470	0560-18-0470	2018	SO - Training Center Range Wall Replacement and Fence	$ 345,000	$ 345,000.00	
0471	0560-18-0471	2018	SO - Training Center Wall and Fence	$ 375,000		
0423	1045-15-0423	2015	Juvenile Justice - RR, CP & Taylor - Additions for Probation officers & Counseling personnel offices	$ 150,000		
0425	1045-15-0425	2015	Juvenile Justice Center - Restroom facilities & Water Fountain on Obstacle Course/Marching field	$ 150,000		
4022	1045-19-4022	2019	Juvenile Justice Center - Safety Enclosures for Reception Staff areas	$ 70,000		

CAPITAL IMPROVEMENT PLAN 2019

Item #	Reference #	Year Proj. needs Funding	Description / PROJECT		Total Cost	FY 2019 Approved	FY 2019 (see notes)
EXISTING PROJECTS / UNFUNDED COMPONENTS							
0483	1026-18-0483	2018	North Campus / Impound Yard Conversion to Sign Shop	$470,000			
0487	1026-18-0487	2018	North Campus / Facilities Storage Building	$1,830,000			
	0483 & 0487	2018	Add'l North Campus project funds to construct these two structures and complete the project		$ 300,000	$ 300,000.00	
0305		2016	Parks River Ranch - Amount approved 9/11/18		$ 859,338	$ 859,338.00	
				TOTAL	**$ 220,189,009**	**$ 13,273,509**	**$ 150,000**

Notes: This is a continually growing document with estimated costs at time of request.
Reported as of December 4, 2018

*** Paid for using balances from SOTC and North Campus*

Starting Balance	$ 18,469,224.49
Approved by Court	$ 13,273,508.95
Remaining Balance to Allocate	$ 5,195,715.54

Commissioners Court - Regular Session **22.**

Meeting Date: 02/12/2019

Capital Process & Committee

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the establishment of a Capital Improvement Plan Process/Committee.

Background

As growth in Williamson County continues, it is important to enhance and formalize processes accordingly. The attached file documents much of the capital improvement process as executed in the past and shapes the process for the future. To finalize the process, we are asking the court to approve a committee to review requests (this is similar to how the process is carried out in other counties), conduct walk throughs and make project recommendations to the court annually.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CIP Process

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/06/2019 02:35 PM
Form Started By: Ashlie Koenig		Started On: 02/06/2019 12:55 PM
Final Approval Date: 02/06/2019		

CAPITAL IMPROVEMENT PROGRAM

Williamson County is committed to developing an efficient Capital Improvement Program (CIP). This program will identify major capital needs across the county for the next five years and will provide a plan for funding future projects for roads, infrastructure, drainage, major repairs and upgrades to county facilities and the replacement of capital equipment including technological enhancements.

A Capital Improvement Committee will be responsible for reviewing departmental requests and proposing a five-year Capital Improvement Program. The Committee will include the following representatives:

Budget Officer
Senior Director of HR
Purchasing Director
County Tax Assessor Representative
Constable Precinct #2 Representative

The Committee will consider the feasibility of all requested projects submitted by County Departments/Offices. The Committee will also evaluate the necessity, priority, location, costs of the program (direct and indirect) and will consult with the Auditor's Office for preferred financing methods for the various projects. Priority will be given to projects of a life-safety nature or those required by statute.

Capital Improvement Projects will include project description, requested funding, operating budget impact (recurring and non-recurring), and revenue or efficiency factors. Smaller, replacement projects may be moved to the operating budget and funded during the budget adoption process. The Commissioners Court is responsible for final approval of all CIP projects and corresponding capital budgets.

Only projects approved by Commissioners Court will be considered an approved project. All subsequent year estimates are for planning purposes only and will be revaluated at the conclusion of each year's budget process.

Capital Improvement Committee

The Capital Improvement Committee (CIC) is responsible for reviewing the county's departmental capital improvement program requests and providing recommendations to Williamson County's Commissioners Court. The CIC has the authority to request assistance of other county departments/offices in the development of the CIP.

The overall goal of the CIC is to develop Capital Improvement Program recommendations that:

- Preserve the past by investing in the continued upgrade of county assets and infrastructure.
- Protect the present with improvements and/or additions to facilities, roads and capital investments.
- Plan for the future progression of the county.

Proposed projects will be submitted to the Budget Office via PowerPlan Decision Packages by county departments/offices. The CIC will prepare an in-depth analysis and review of the projects requested. The CIC will conduct an internal project ranking process and will use criteria to include, but not limited to, public health and safety, federal or state mandates, preservation of the County's existing capital investments, alleviation of overcrowding/workload, demand for services and consistency. All projects will be categorized by priority using the criteria listed below:

- Immediate – Projects in progress or expected to be started within one year.
- Short-Term – Projects expected to start within the next 2-3 years.
- Long-Term – Projects expected to begin within the next 4-5 years.
- Future – Projects anticipated, but not scheduled within a 5-year planning period.

The CIC will evaluate capital projects based on the urgency of the project, the readiness of the project and respective resources, whether the project is suitable for a phase-in approach and whether the project is consistent with the overall CIP. The CIC will make recommendations based on a ranking structure to Commissioners Court for their review and approval.

Capital Project Evaluation Questions

Urgency of the Project

- What are the most urgent projects and why?
- Is the project needed to respond to state or federal mandates?
- Will the project improve unsatisfactory environmental, health and safety conditions?
- What will happen if the project is not funded?
- Does the project accommodate increases in demand for services?

Readiness of the Project

- Has the research and planning of the project been completed?
- Are plans, permits and other similar requirements ready?
- Are all departments ready to move forward with the project?
- Is the project compatible with the implementation of the other proposed projects?

Phase-In of Project

- Can this project be separated into different phases?
- Is the timing of the project affected because funds are not available?
- Does the project have a net impact on the operating budget? If so, which years are impacted?
- Does the project preserve previous capital investments or restore a capital facility to adequate operating condition?

Planning for the Project

- Does the project increase the efficiency of the service delivery?
- Who are the persons likely to benefit from the project?
- Will any group be adversely affected by the project?
- Are there any operation service changes that could affect the development of the projected cost estimates?

While project ratings are important in determining recommended priorities, the County's financial health is critical to all decisions.

Capital Improvement Program Calendar

January – April: Departments prepare CIP requests

April: Auditor's Office reviews for category (operating or capital) designation

April – August: Budget Office works with Facilities and Departments for additional information

May – August: CIC to review requests and make recommendations

July: Budget Office works with Auditor to determine capital funding available

September: CIP Recommendation presented to Commissioners Court

September – October: Capital Improvement Program Approved

Commissioners Court - Regular Session **23.**

Meeting Date: 02/12/2019

Discuss, consider and take appropriate action on approving Lauren Harmon as the Texas A&M AgriLife Extension Service - 4-H Youth Development Agent

Submitted By: Pamela Ward, Ag Extension

Department: Ag Extension

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Lauren Harmon as the Texas A&M AgriLife Extension Service - 4-H Youth Development Agent.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lauren Harmon Resume

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/04/2019 10:45 AM
Ag Extension (Originator)	Pamela Ward	02/06/2019 02:52 PM
County Judge Exec Asst.	Andrea Schiele	02/06/2019 02:53 PM
Form Started By: Pamela Ward		Started On: 02/01/2019 08:55 AM
Final Approval Date: 02/06/2019		

Lauren Harmon

EDUCATION

Texas A&M University, College Station, TX — December 2010
Bachelor of Science in Agricultural Leadership and Development
Minor in Horticulture

SKILLS

- Decades of agricultural involvement
- Experience with AgriLife Extension, 4-H, and FFA
- An abundant amount of knowledge and experience with all species of livestock
- Public sector experience
- Extensive administrative and office management experience
- Excellent interpersonal and communication skills
- Proven efficiency with discretion and privacy
- Efficient with keeping records and appropriately filing
- Competent with coordinating appointments and schedules
- Proficient with Microsoft Office (i.e. Word, Excel, and PowerPoint)
- Years of experience working with diverse companies
- Fast learner with exceptional organization and time management skills
- Efficient with keeping records and appropriately filing
- Thorough with training new employees
- Strategic, creative, resourceful, and hands-on

EXPERIENCE

Georgetown Farm Supply, Georgetown, TX
Customer Service/Cashier — August 2018-Present

- Assist customers with any and all inquires
- Manage a cash register
- Operate a multi-line phone system
- Process in-coming shipments
- Learning how to place supply orders
- Assist with customer deliveries

Household, Hamilton, TX
Stay-At-Home-Mother — July 2015-August 2018

- Manage household finances and upheld weekly budget
- Tending to all the needs of my children
- Creating and/or assisting with age appropriate learning activities
- Maintain an organized and clean household
- On-the-spot creative problem solving
- Ensure excellent time management

Roger Mills OSU Extension Office, Cheyenne, OK
4-H & Youth Development County Extension Educator — March 2015-July 2015

- Worked first hand with the 4-H kids
- Assisted the Agricultural and Natural Resources Educator with projects
- Collaborated with 2 other counties to plan and facilitate Summer Camp
- Created and facilitated several workshops
- Comprised a list of ideas for future 4-H workshops
- Attended meetings, training workshops, conferences, CPR trainings, and Summer Camp
- Helped create flyers and handouts
- Packaged soil samples and sent them off for testing
- Practiced entering daily activities and meeting information into database
- Loved every minute of it

Rodeo Electric, LLC, Sayre, OK
Office Manager — June 2013-July 2015

- Provided excellent customer service via telephone, email, or in person

- Composed, delivered, and collected invoices
- Assisted in obtaining insurance bonds and managing workers compensation
- Kept record of current bills due, input into QuickBooks, and paid bills
- Collected and evaluated timesheets and jobs performed
- Worked closely with Accountants to process payroll and taxes
- Provided employees with benefits information and assisted with appropriate documentation
- Constructed job descriptions, qualifications, and job postings
- Processed new employee paperwork and built employee files
- Generated and analyzed employee assessments and evaluations
- Created necessary operating documents and instruction manuals on Word and Excel
- Knowledge of workers compensation rules and regulations

Related Work Experience

Texas A&M University, College Station, TX

College of Agriculture Student Worker August 2008-May 2009

- Assisted the Dean, the Advisors, and the Faculty
- Made copies, filed paperwork, answered the department phone, faxed documents, and emailed staff
- Ran any and all errands for the department
- Worked closely with The Admissions Office regarding student's academic status

Commissioners Court - Regular Session **24.**

Meeting Date: 02/12/2019

County Judge Signature Authorization

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize County Judge to sign standard form subrecipient agreements and all related documents pertaining to previously approved Community Development Block Grant Annual Action Plans (note: fully signed copies of all agreements to be received and recorded into the minutes at a later date under a separate agenda item).

Background

Approval would authorize the County Judge to sign subrecipient agreements and all related documents that are related to previously approved CDBG Annual Action Plans and the projects outlined in those plans. Any substantial amendments to Action Plans would require approval from the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/07/2019 10:52 AM
Form Started By: Sally Bardwell		Started On: 02/07/2019 09:39 AM
Final Approval Date: 02/07/2019		

Commissioners Court - Regular Session **25.**

Meeting Date: 02/12/2019

Award 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 awarding RFP #1812-284 Public Involvement for Infrastructure Projects to the lowest responsive proposer, Rifline, LLC, pursuant to their submitted response and the terms and conditions listed in the RFP.

Background

The evaluation committee recommends Rifeline, LLC to provide public involvement, information and education related to the implementation of Williamson County Infrastructure projects. The point of contact is Connie Odom. Funding may be provided from Road Bond contract, Road Bond Sales as well as other non-Road Bond contract funding from Road and Bridge.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter for 1812-284

Evaluation Scoresheet

Tabulation Packet for 1812-284

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/07/2019 11:40 AM
County Judge Exec Asst.	Andrea Schiele	02/07/2019 01:27 PM
Form Started By: Johnny Grimaldo		Started On: 02/07/2019 11:09 AM
Final Approval Date: 02/07/2019		

WILLIAMSON COUNTY
1848

January 29, 2019

Mr. Randy Barker
Williamson County Purchasing Department
100 Wilco Way
Georgetown, TX 78626

Subject: Recommendation for RFP 1812-284 Public Involvement for Williamson County Infrastructure Projects

Based on the attached supporting documentation, the Public Involvement Selection Committee recommends the selection of Rifeline, LLC.

Rifeline, LLC was evaluated on January 24, 2019 by the following Selection Committee:

Cynthia Long, Williamson County Commissioner Precinct No 2
Robert B. Daigh, P.E., Senior Director of Infrastructure
Connie Odom, Public Affairs Manager
Christen Eschberger, HNTB Sr. Project Manager

Please feel free to contact me if you have any questions.

Sincerely,

Cynthia Long
Williamson County Commissioner Precinct Two

Williamson County
350 Discovery Blvd, Suite 201
Cedar Park, TX 78613
512.260.4280

EVALUATION COMMITTEE SCORING

RFP #1812-284 Public Information Services

Public Involvement for Williamson County Infrastructure Projects

Thursday, January 24, 2019

		Rifeline
1	Experience of proposed Project Manager (20 points)	19
2	Experience of proposed Key Personnel including Sub-Consultants (40 points)	38
3	Availability of Project Manager and Staff including Sub-Consultants (15 points)	14
4	Quality and sufficiency of work product listed under Item 6* of Proposal (15 points)	15
5	References (10 points)	9.6
6	Cost Proposal (25 points)	25
	Total	120.6

Committee Signatures:

All Scoring Committee Members have extensive experience with the performance of Rifeline and Team Members and score them a 10.

Bid Tabulation Packet
for
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

Creation Date	**Dec 12, 2018**	End Date	**Jan 17, 2019 3:00:00 PM CST**
Start Date	**Dec 19, 2018 9:39:18 AM CST**	Awarded Date	**Not Yet Awarded**

1812-284--01-01 Please attach all documents to this line

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Rifeline	First Offer -	1 / each		Y	Y

Product Code:
Agency Notes:

Supplier Product Code:
Supplier Notes:

Supplier Totals

f Rifeline $0.00

Bid Contact **Rebecca Hickey**
rhickey@rifeline.com
Ph 913-544-9311

Address **3724 Jefferson St, Ste 114**
Austin , TX 78731

Agency Notes:

Supplier Notes:

Head Attch:

**

Rifeline

Bid Contact **Rebecca Hickey**
rhickey@rifeline.com
Ph 913-544-9311

Address **3724 Jefferson St, Ste 114**
Austin , TX 78731

Item #	Line Item	**Notes**	Unit Price	Qty/Unit	Attch.	Docs
1812-284--01-01	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / each	**Y**	**Y**

Supplier Total $0.00

Rifeline

Item: **Please attach all documents to this line**

Attachments

RifelineResponseToWilliamsonCounty1812-284.pdf

Williamson County RFP #1812-284

Public Involvement for Williamson County Infrastructure Projects

Submitted to Williamson County on January 17, 2019

Rifeline + Buie & Co + Concept Development & Planning

Rifeline, LLC 3724 Jefferson St., Unit 114, Austin, TX 78731 512-979-9019

SECTION A: TRANSMITTAL LETTER

January 17, 2019

Johnny Grimaldo
Purchasing Specialist III
(512) 943-1553
Williamson County
3151 S. E. Inner Loop
Georgetown, TX 78626

RE: Transmittal Letter

Dear Mr. Grimaldo,

Rifeline, with our subcontractors Buie & Co. and Concept Development & Planning (CD&P), is pleased to submit the following response to Williamson County RFP Bid No. 1812-284 for Public Involvement Services for Infrastructure Projects. Our firms stand ready to assist with all of your communications and stakeholder outreach needs as they relate to road bond projects and other Williamson County infrastructure projects.

Rifeline is a limited liability corporation (LLC) headquartered in Austin, Texas. Our address is 3724 Jefferson St., Unit 114, Austin, Texas 78731. Buie & Co. is also a limited liability corporation headquartered in Austin, Texas. The company's address is 2901 Bee Cave Rd., Suite D, Austin, Texas 78746. Concept Development & Planning (CD&P) is a limited liability corporation headquartered in Austin, Texas. The company's address is 2904 Swisher St., Austin, Texas 78705. These are the companies' sole offices.

Rifeline Place of Incorporation: Austin, Texas

Principal Contact Person:

Lynda Rife
President
Rifeline, LLC
512-979-9019
LRife@rifeline.com
3724 Jefferson St., Unit 114
Austin, TX 78731

Rifeline Federal Tax ID: 26-1526869

Please, accept this letter as our team's official commitment to provide all services required by Williamson County as it relates to public involvement, information and education for the implementation of Williamson County infrastructure projects. The following proposal is valid for ninety (90) days from the deadline for submittal of proposals to Williamson County.

Thank you for the opportunity to submit this response to Williamson County's RFP.

Sincerely,

Lynda Rife

_____ 01/17/19

Rifeline, LLC Authorized Representative Date
Lynda Rife

SECTION B: TABLE OF CONTENTS

SECTION A: TRANSMITTAL LETTER

SECTION B: TABLE OF CONTENTS

SECTION C: EXECUTIVE SUMMARY

- *ORGANIZATIONAL CHART*

SECTION D: PROPOSAL RESPONSE TO CRITERIA

SECTION E: PRICE SHEET

- *2019 RATE SCHEDULE*

SECTION F: REFERENCES

SECTION G: CONFLICT OF INTEREST QUESTIONNAIRE

SECTION H: PROPOSAL AFFIDAVIT

SECTION I: SAMPLE CONTRACT

SECTION C: EXECUTIVE SUMMARY

Rifeline, Buie & Co. and CD&P have managed the public involvement efforts for Williamson County's road bond projects since 2008. During that time, our team has led successful efforts for numerous County infrastructure improvement projects, including State Highway 29, Pond Springs Road, Seward Junction, O'Connor Drive, Highway 79/2nd St., IH-35 Northbound Ramps and Frontage Road, RM 620 Phases I and II and Forest North Drainage Improvements. We also led the communications and public input effort for the County's long-range transportation plan. Most recently, our team supported the County's public involvement efforts around multiple corridor studies. Based on this direct experience with Williamson County and other large infrastructure projects in the region, we believe we are the best team to serve the County's public involvement needs.

Background

In 2006 and 2013, Williamson County voters passed bond packages for road improvements. With numerous high-profile projects in the pipeline, County officials consolidated the public involvement and communications components previously handled by the engineering firms in charge of each project. Our team has been charged with ensuring no project was held up due to lack of communication.

Rifeline, Buie & Co. and CD&P have served as the main sources of information for many projects included in the bond package. We have kept Williamson County residents informed about the schedule and details of each project. We have conducted one-on-one meetings, hosted community open houses, developed background materials and managed media relations.

We created and helped maintain a simple, clear website to host project information, launched and managed a hotline, as well as created other project collateral. Fact sheets, question-and-answer documents, stakeholder outreach, open house events along with monthly email updates and door-to-door meetings resulted in uninterrupted progress and successful two-way communication between decision-makers and their audiences. Our team has made sure Williamson County leaders are kept informed of problems and concerns as they arise. Today, a majority of the 2006 road bond projects have been completed on time and within budget; and we are underway with several projects included in the 2013 program.

Why Rifeline, Buie & Co. and CD&P?

Lynda Rife has been practicing for close to 35 years; her firm, Rifeline, has been in business for nearly 20 years, working on some of the most important issues and campaigns in Central Texas and around the state. Jed Buie has been practicing public relations and public affairs for more than 20 years, having worked on some of the most significant infrastructure issues in the region. CD&P has been leading public involvement initiatives for 12 years.

We have assembled the best possible team to serve Williamson County's diverse communications needs. It is a team with deep public agency and infrastructure experience with expertise in community outreach, public involvement, media relations, issues management and informed consent. It is also a group of professionals that is completely available to serve the County throughout the term of this contract.

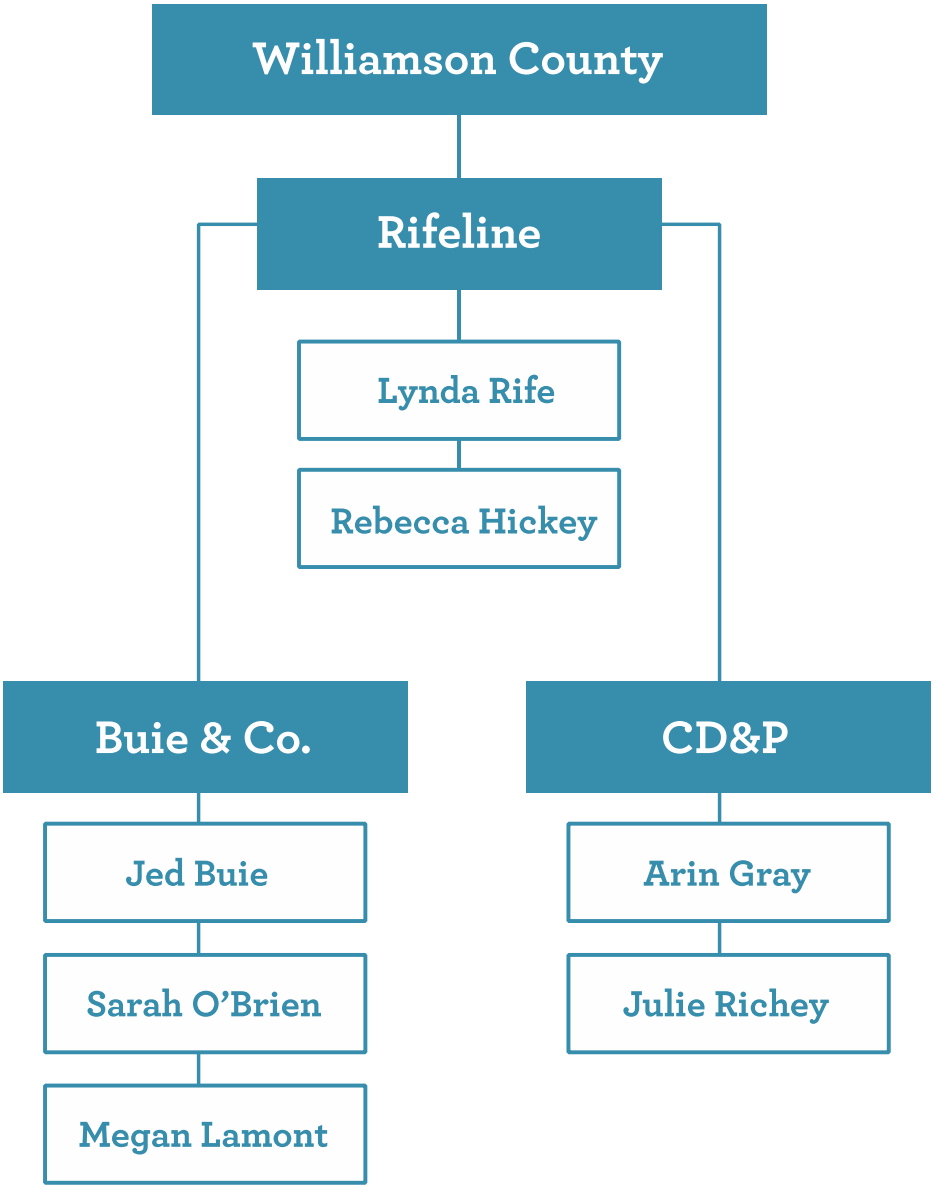
Our team's philosophy is to address issues early and openly, while extending a proactive invitation for public involvement. This helps create an educated base of allies and is far less costly – monetarily and in terms of credibility – than any attempt to reverse opposition at a later time. We have successfully led campaigns and communications efforts to position our clients as trustworthy community partners; to protect and strengthen their reputations as good citizens; and to inoculate them from damaging opposition.

In this proposal, you will find our recommended goals, core services, team bios and why we believe we are the best team to fulfill the County's public involvement requirements. We have the strategies and relationships to deliver on all of your requested services.

Our references, Karen Lorenzini (512-832-7369), Adeliza Ramirez (512-832-7244) and Gary Hudder (512-218-5560) can best speak to our past performance.

Thank you for your consideration. Please, do not hesitate to call with any questions; we are happy to provide additional information as well. Our team wants your business.

ORGANIZATIONAL CHART



SECTION D: RESPONSE TO EVALUATION CRITERIA

Please, find below information about our process for public involvement, our core services, our team and our relevant experience. We believe this combination will serve the County well moving forward.

PUBLIC INVOLVEMENT PROCESS

The bulleted list below is intended to provide insight into the process we use for public involvement and community engagement. Our team has used this process for years with proven results.

- Define goals and objectives
- Identify target audiences
- Gather information on: a) target audiences (qualitative/quantitative); b) projects (facts, figures, data, timelines, budgets, etc.)
- Set priorities
- Build communication plan
- Determine resources (available talent, time and budget)
- Develop consistent messages
- Develop communication toolbox—communication vehicles necessary to develop two-way communications
- Identify and train messengers (spokespersons/experts)
- Implement communications plan
- Measure effectiveness, adjust and modify approach as necessary

GOALS FOR CONSIDERATION

Without getting into project specifics, we propose these goals as a starting place for our public involvement efforts. It is all about promising then delivering.

- To keep the public well informed and aware of progress around the road-bond program;
- To help ensure that no project delays or any loss of goodwill occur due to lack of communication;
- To build confidence in Williamson County as to purpose and progress of these programs;
- To protect and nurture the County's reputation for listening and engaging with constituents.

TEAM

We have assembled the best possible team to serve Williamson County's diverse communications and public involvement needs. It is a team with deep public agency and infrastructure experience with expertise in community outreach, public involvement, media relations, issues management and informed consent.

Lynda Rife

Lynda Rife founded Rifeline in 2002. With more than 35 years of experience, she is a seasoned specialist in the areas of public involvement, community affairs, government relations and grassroots and grasstops political strategy. She has received mediation training through UT Law School's Center for Public Policy Dispute Resolution and informed consent training through the Institute for Participatory Management and Planning.

Lynda has mobilized support for transportation, education and infrastructure projects and has worked to resolve issues between neighbors and projects planners, as well as homeowners and construction firms. She has facilitated hundreds of meetings and advisory groups and executed outreach strategies to reach Austin-area neighborhoods, schools, parents, environmental groups, business groups, the healthcare community, bicycle/pedestrian groups, elected officials, religious institutions and other stakeholder groups. Lynda has worked on several projects involving interactions with regulatory agencies, including the Federal Highway Administration, Federal Aviation Administration, Federal Transit Administration and Texas Commission on Environmental Quality. Lynda also develops the strategy for issue campaigns for improvements to schools, support of community colleges, construction of libraries and transportation projects.

She also develops the strategy and manages the campaigns for tax elections, including school districts, community colleges, libraries, event centers and most recently Central Health's tax election, which created a University of Texas medical school in Austin. She has an unrivaled success rate for tax elections in Central Texas.

Additionally, Lynda was the recipient of the Austin Chamber of Commerce's 2010 Volunteer of the Year award for Regional Infrastructure. She received her undergraduate degree from Purdue University and completed coursework at the LBJ School of Public Affairs at the University of Texas at Austin.

Rebecca Hickey

Rebecca Hickey joined Rifeline in October 2017 as a Community Outreach Coordinator. At Rifeline, she works primarily with the City of Austin on the Corridor Mobility Program. She is now a Community Outreach Manager working on the Williamson County Corridor projects, as well as with the Dougherty Arts Center and the Mobility Authority on its MoPac North Improvements project.

Prior to her work with Rifeline, Rebecca worked as a Client Support Coordinator at Insights where she coordinated workshops for team-building through personality psychology. She also actively worked with the leadership team and human resources to make the company culture more inclusive and vibrant.

Rebecca graduated from Kansas State University with a Bachelor of Science in Business Administration with a concentration in marketing in 2015. She is actively involved in the Young Women's Alliance and was previously the Vice President of Giving.

Jed Buie

Jed Buie brings expertise and extensive experience in community relations, governmental affairs and issues management. He works for a variety of clients with a focus on transportation and public infrastructure, real estate and economic development. Some of his clients include Capital Metro, the City of Dripping Springs, Visit Austin, Catellus, the City of Bastrop and the City of Cedar Park.

Before founding Buie & Co. more than six years ago, Jed was a principal at 3 Point Partners, an Austin-based public affairs firm, for seven years. While there, he worked on the Circuit of the Americas/Formula 1 United States Grand Prix, the City of Austin's Water Treatment Plant #4 and H-E-B.

Prior to joining 3 Point Partners, Jed was vice president of public affairs for TateAustin for six years. There, he led communications campaigns, public education efforts and outreach for Capital Metro's All Systems Go Commuter Rail initiative, the Austin Independent School District's Apple at Work Bond Program, the Central Texas Regional Mobility Authority (CTRMA), the Mueller redevelopment (the largest infrastructure project in Austin's history) and Brackenridge Hospital.

Active in the community, Jed is a past president of the Public Relations Society of America (PRSA) – Austin Chapter, and was a member of the inaugural class of the Austin Area Research Organization's Frank McBee Fellowship Program in Civic Entrepreneurship. He has served on the boards of directors for the Austin Chamber of Commerce, the Real Estate Council of Austin, Visit Austin, Seton Forum and the Austin Children's Museum, now the Thinkery.

Jed graduated with an honors degree in public relations from the University of Texas at Austin and earned the distinction of Senior Fellow from the College of Communication. He is a graduate of Leadership Austin and the Leadership Austin Academy for Public Service, and served on its board of directors. As part of his continuing education, Jed is also certified in the Systematic Development of Informed Consent (SDIC), a program designed to facilitate public involvement, especially as it relates to large and complex, and sometimes controversial infrastructure projects.

Sarah O'Brien

Sarah serves as Account Executive at Buie & Co., where she helps clients cultivate communication strategies that demand attention. Her responsibilities include strategizing new and exciting campaigns, acting as a resource for local and national media, and planning and executing events. Her client work ranges from supporting community education around the successful 2017 bond election for the Austin Independent School District to developing brand identity for residential developers.

Before joining the Buie & Co. team, Sarah worked as an Account Coordinator for Resplendent Hospitality, a boutique hospitality firm, where she led media campaigns for some of Austin's most popular restaurants. While at Resplendent Hospitality, she worked and attended a number of consumer festivals and trade shows on behalf of her clients, such as the Austin Food & Wine Festival and San Antonio Cocktail Conference. She also spearheaded events such as Tribeza Magazine's Annual Style Week.

Sarah graduated with a Bachelor of Arts in Strategic Communications from The Ohio State University. Before that, she earned her Associates of Applied Science in Advertising and Marketing Communications from The Fashion Institute of Technology of New York. During her time in Austin, she has worked on projects with the Austin Young Chamber of Commerce, Central Texas Food Bank and Dress for Success to name a few. In her free time, she continues to enjoy the vibrant Austin hospitality scene.

Megan Lamont

Megan Lamont brings experience in public relations, communications and event planning to the Buie & Co. team. She works for a variety of clients in real estate, transportation and infrastructure, including Waymo (formerly Google's self-driving car project), The Tyndall at Robertson Hill, American Constructors and the City of Austin Bond Election.

Prior to joining Buie & Co., Megan worked on the public relations team at OSF HealthCare, an integrated non-profit medical group with 13 locations across Illinois and Michigan. In addition to OSF, she worked for Texas Campaign for the Environment, successfully passing a city ordinance to bring curbside recycling to all Dallas businesses and apartment complexes.

Megan graduated summa cum laude from Bradley University with a degree in political science and a minor in journalism. While at Bradley, she interned at the Peoria Board of Election Commissioners. She also served as a Career Peer Advisor for the Smith Career Center, President of the Honors Program, and Vice President of Membership for the Eta Beta Chapter of Kappa Delta.

Arin Gray

Arin Gray develops and implements public involvement plans to inform, gather input, and gain public consent. She identifies key stakeholders, selects appropriate audience-based communication, arranges and facilitates public meetings and workshops, develops marketing materials, meeting exhibits and presentations, and provides media relations. She has expertise in planning and organizing website development, strategic planning, and crisis/issues management.

Arin's approach is an expert combination of proven engagement tools and project specific strategy based on client goals and unique stakeholder needs. Her expertise drives engagement programs that capture a community's values and vision to enhance the technical aspects of a project. Her experience in working on infrastructure projects, transportation planning, and engaging the public in community planning is invaluable in building consent and support of projects, keeping projects moving forward, and promoting clients' missions and values.

Julie Richey

Julie Richey is a project manager responsible for the development and implementation of public involvement plans, stakeholder identification and outreach, stakeholder meeting facilitation, and media outreach efforts. She effectively manages project resources and brings unique ideas for effective outreach to the public.

Julie brings more than 15 years of experience in communications, client relations, and customer service. Her understanding of stakeholder needs and skill in communicating complicated technical information to community members provides clients and community members with confidence in the community engagement process. Her guidance, experience and skill in working with stakeholders individually, provides community members with the time and resources they need when working through sensitive issues during project development. This attention to detail provides a level of community involvement that supports clients' missions and helps keep projects on track.

EXPERIENCE OF PROJECT MANAGER

Lynda Rife founded Rifeline in 2002. With more than 35 years of experience, she is a seasoned specialist in the areas of public involvement, community affairs, government relations and grassroots and grasstops political strategy. She has received mediation training through UT Law School's Center for Public Policy Dispute Resolution and informed consent training through the Institute for Participatory Management and Planning.

Lynda has mobilized support for transportation, education and infrastructure projects and has worked to resolve issues between neighbors and projects planners, as well as homeowners and construction firms. She has facilitated hundreds of meetings and advisory groups and executed outreach strategies to reach Austin-area neighborhoods, schools, parents, environmental groups, business groups, the healthcare community, bicycle/pedestrian groups, elected officials, religious institutions and other stakeholder groups. Lynda has worked on several projects involving interactions with regulatory agencies, including the Federal Highway Administration, Federal Aviation Administration, Federal Transit Administration and Texas Commission on Environmental Quality. Lynda also develops the strategy for issue campaigns for improvements to schools, support of community colleges, construction of libraries and transportation projects.

In addition to her professional experience, Lynda's values align with those of Williamson County, including teamwork, responsiveness, connections to the community, professionalism, honesty and savviness.

Examples of Central Texas Project Experience:

- City of Austin – Water Treatment Plant IV – 2009-2014
- City of Round Rock – Transit Plan – 2014-2015
- City of Round Rock bond campaign – Parks, Fire Stations, Main Library, Training Facility – 2012 – 2013
- City of Round Rock – Kenney Fort – 2015 – present
- Mobility Authority – MoPac Improvement Project – 2011 – present
- Mobility Authority – 183 North Mobility Project– 2013 – 2016
- TxDOT – Williamson County I-35 Feasibility Study – 2013-2015
- TxDOT – Mobility35 – 2015 – present
- Williamson County – SH 29 Corridor Study Project – 2007-2008
- Williamson County – Corridors A, C, F – 2017 – present
- Williamson County – Pond Springs Road – 2008 – 2009
- Williamson County – Long Range Transportation Plan – 2008 – 2009

EXPERIENCE OF KEY PERSONNEL

Rifeline, Buie & Co., and CD&P have worked together for more than 15 years on some of the most significant transportation and infrastructure projects in Central Texas. This team has years of related experience having worked on numerous infrastructure projects throughout the region. Key personnel includes Lynda Rife, Jed Buie, Arin Gray, Sarah O'Brien, Megan Lamont, Julie Richey and Rebecca Hickey. We have included some examples to highlight the collaborative work of our team.

In addition to the experience provided by the Project Manager, below is a list of relevant public involvement for infrastructure projects experience, including strategy, messaging and materials development, stakeholder outreach, event coordination and meeting facilitation.

- **Corridor Program, Williamson County:** stakeholder outreach, meeting planning and facilitation, message and materials development
- **Road Bond Program, Williamson County:** stakeholder outreach, meeting planning and facilitation, message and materials development
- **Road Bond Program, Hays County:** public involvement
- **Building Bastrop, City of Bastrop:** stakeholder outreach, media relations, meeting planning and facilitation, message and materials development
- **Mobility35: I-35 at Oltorf Street Construction, TxDOT:** stakeholder outreach, materials development
- **Mopac Intersection Improvements, TxDOT:** stakeholder outreach, event planning and facilitation, message and materials development
- **Bee Cave Road Improvements, TxDOT:** stakeholder outreach, event planning and facilitation, message and materials development
- **Regional Arterials Plan, CAMPO:** steering committee facilitation, public involvement, local government outreach, materials messaging and development
- **Travis County Transportation Plan, Travis County:** community engagement, public and community meeting facilitation, materials and messaging development, media/social media strategy and coordination, public input analysis
- **Austin Avenue Bridges Project, City of Georgetown:** public involvement, meeting planning and facilitation, stakeholder meeting facilitation, messaging and materials development
- **FM 150 Character Plan, Hays County:** community engagement in corridor planning, citizen committee facilitation, public meeting planning and facilitation, community input analysis, messaging and materials development
- **New Hope Drive Extension, City of Cedar Park:** public involvement, meeting planning and facilitation, stakeholder outreach, messaging and materials development
- **SH 46 Expansion, TxDOT**: public involvement, meeting planning and facilitation, local government outreach, stakeholder outreach
- **FM 1535 Improvements, TxDOT:** public involvement, meeting planning and facilitation, local government outreach, stakeholder outreach
- **Hays County IH-35 EIS (Kyle):** public involvement

AVAILABILITY OF PROJECT MANAGER AND STAFF

Since 2007, members of the Rifeline, Buie & Co., and CD&P team have provided public involvement services to Williamson County and have met the responsibilities with character, responsibility and integrity. We have a history of quickly making ourselves available to Williamson County regardless of day of the week or time of the day. Together, we have a combined team of 35 staff members that can be made available without delay or interference to Williamson County.

Primary staff members include:

- Lynda Rife
- Rebecca Hickey
- Jed Buie
- Sarah O'Brien
- Megan Lamont
- Arin Gray
- Julie Richey

This team is 100% available to Williamson County as needed.

WILLIAMSON
COUNTY

Cost Proposal

1. Hourly rate of Project Manager

$200 X 10 hours = $ 2,000

2. Average hourly rate of all Key Staff shown on rate sheet

$105 X 100 hours = $ 10,500

Total Cost for Evaluation: $ 12,500

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.

WORK PRODUCT

Southeast Corridor Public Meeting

Rifeline, Buie & Co., and CD&P worked as a team to develop overall strategy, prepare materials and execute the Southeast Corridor Public Meeting. For background, the Southeast Corridor Study is being conducted by Williamson County to consider east/west travel between SH 130 and SH 95 and north/south travel to US 79.

The Public Meeting was held on August 24, 2017, at the Williamson County Expo Center from 5:00 to 7:30 p.m. in an open house format. During the open house, the community was invited to learn about the project and the study process, as well as to provide feedback through comment cards and by marking up the maps. Approximately 270 attendees signed in, and the project received 217 comments via surveys, mail, email, comment forms and comments posted on the maps.

In conjunction with the public meeting, nine workshops were conducted with information for the three different parts of the study area. Participants received a handout and map to share input and have collaborative discussions about community concerns and Williamson County's planning needs.

Work product includes:

- Public Meeting Plan
- Website & Website Copy
- Room Layout
- Notification Email
- Reminder Email
- Press Release
- Postcard
- Newspaper Advertisement
- Social Media Post
- Meeting Guide
- Frequently Asked Questions
- Sign in Sheet
- Fact Sheet
- Comment Card
- Community Survey
- Study Area Map
- Constraints Map
- Exhibits
- Public Meeting Documentation

PUBLIC MEETING PLAN

A Public Meeting Plan was developed and shared with Williamson County to outline the strategy, logistics, purpose of the meeting, notification and advertisement plan, materials needed for the meeting and a schedule.

Williamson County, Corridor E-1 and A-1
Public Open House Plan

Meeting Details

August 24, 2017
5:00 – 7:30 PM
Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574

Purpose

- To share the revised study area
- To provide an additional opportunity for input

Meeting Agenda

The meeting will be in an open-house format. Members of the public have been invited to attend at their convenience. Attendees will be welcomed by greeters, signed in and given updated project fact sheets. They will then be led to a tour guide who will share an overview of the meeting, including opportunities for input. The guides will walk attendees through the informational boards. After reviewing the boards, the guide will walk attendees over to the maps and turn them over to the engineers staffing the mapping stations. Attendees will be encouraged to provide feedback and comments and to stay involved.

Meeting Promotion

To increase public awareness, this meeting will be promoted through various channels beginning four weeks before the meeting date.

Postcards and Emails

The project teams will develop a comprehensive list of stakeholders and mail postcards 30 days prior to the meeting date. Furthermore, the project team will send meeting announcements via email. The email list will include property owners (including those who attended the A-1 and E-1 meetings), community organizations, businesses and any other identified interested parties.

- Postcard Mail Date: July 24
- Email Notice: August 10
- Email Reminder: August 21
- Email Follow-Up: August 31

Social Media

Social media posts will be developed and distributed through the existing Williamson County Facebook page and through NextDoor. The project team will identify any other appropriate groups or organizations in the project limits for additional promotion. Posts will be made on August 14 and the morning of the 24.

Media

The project teams will coordinate with local media for advertisements and media releases.

Advertisements

- Print ad to run in the Wilco Sun on Wednesday, August 9
- Print ad to run in the Taylor Press/Hutto News to run on Saturday, August 6
- Community Impact

Media Release

- Distributed August 14

Message Boards

Project team will coordinate with the County to see if digital message boards will be available. If available, team will recommend message content and run messaging from August 17-24.

Fact Sheet

Need to update with revised study area and reason for expanding

Exhibit Boards (36 x 48, 4 sets of each)

- Background and Planning Process
- Why Plan Now
- Factors Considered in Corridor Studies
- Corridors Proposed for Study
- Typical Section
- Overview of both study areas

Aerial Maps

- Maps for each project area on tables (No. of copies TBD)

Messaging/Training

- Project teams to update talking points and FAQs
- All meeting staff will be trained together approximately one week in advance to ensure consistent messaging – HNTB to coordinate

In advance of the public meeting:

- Identify heritage farms
- Meet with Norman's Crossing Community Club
- Offer to meet with Cynthia Cervenka, Judy Boehm, Leslie Kruse
- Offer to meet with large landowners 500+ acres
- Ask the County for development plans

Calendar

Date	Description
7-Jul	Kickoff meeting
Ongoing	Meeting with property owners
17-Jul	Submit Mailing List, Postcard and Map Coverage to HNTB for review/approval
19-Jul	Mailing list and postcard due to printer
24-Jul	Postcard mailed
29-Jul	Submit news ads to HNTB for review/approval

31-Jul	Taylor Press / Hutto News ad due
4-Aug	Sun ad due
6-Aug	Taylor Press / Hutto News ad run
8-Aug	Submit Email 1 to HNTB for review/approval
9-Aug	Sun ad to run
9-Aug	HNTB submit Email 1 to WilCo/Bob Daigh for review/approval
10-Aug	Email 1
14-Aug	Distribute media release
14-Aug	Facebook post 1
Week of Aug 14	Project Team Training
17-Aug	Message boards out
17-Aug	Submit Email 2 to HNTB for review/approval
18-Aug	HNTB submit Email 2 to WilCo/Bob Daigh for review/approval
21-Aug	Email 2
24-Aug	Facebook post 2
24-Aug	Public Meeting
29-Aug	Submit Follow up email to HNTB for review/approval
30-Aug	HNTB submit Follow up email to WilCo/Bob Daigh for review/approval
31-Aug	Follow-up email
12-Sep	Comment Period Closes
26-sep	Draft Meeting Summary and Executive Summary due
10-Oct	Final Meeting Summary and Executive Summary due

WEBSITE & WEBSITE COPY

Website copy was developed for the Southeast Corridor Study. The website hosted information including the upcoming Public Meeting, materials presented at the Public Meeting, and a contact form to sign up for email updates and contact the project team. The team updated the website throughout the study as information became available.

http://www.wilco.org/corridore1

Williamson County is conducting a study of Corridor E-1. The purpose of the study is to identify a north/south connector between Chandler Road and FM 1660. This study will serve as an important planning step to accommodate current and anticipated future traffic levels to provide reliable transportation as the County continues to grow. By planning ahead, the County can best coordinate with property owners, businesses, and the community while planning for the future.

Williamson County wants to hear from you and public input is encouraged at any time. Two public meetings have been held to date to share project information and to seek public input. The comment period for the August 24, 2017 house is open through September 8, 2017. After this date, we encourage you to submit comments via mail, email, or phone, and they will be included in our next report. Please note, there will be additional public meetings in the future to seek public input about Corridor E-1.

The County believes community input makes better projects, and we encourage you to share your comments and to stay involved.

- Attend a public meeting
- Share comments by:
    - Completing a survey or comment card at a public meeting
    - Email: roads@wilco.org
    - Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- Reach out to the County and project teams for more information or to schedule a meeting
    - Phone: 512-943-1195 (leave a message for a call back within 48 hours)
    - Email: roads@wilco.org

If you would like to receive e-mail updates, please send an email to **roads@wilco.org** with the specific "E-1 Updates" in the subject line.

Click below to view information presented at the **August 24, 2017** public open house

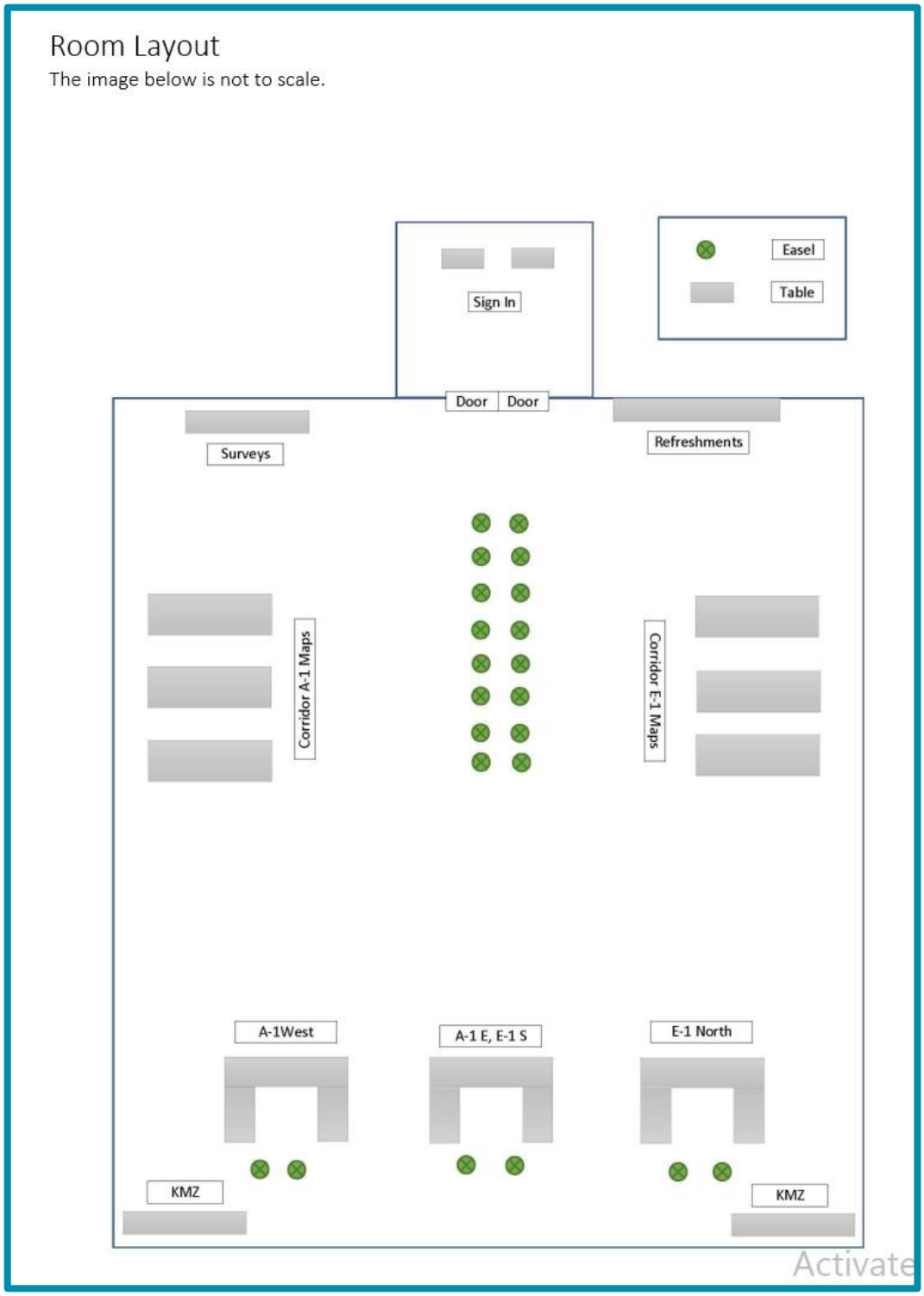
- Corridor E-1 Study Area Map
- Corridor E-1 Constraints Map
- Corridor A-1 Study Area Map
- Corridor A-1 Constraints Map
- Fact sheet
- Informational boards

Click below to view information presented at the **June 27, 2017** public open house

- Corridor E-1 Study Area Map
- Corridor E-1 Constraints Map
- Fact sheet
- Informational boards
- Comment Summary

ROOM LAYOUT

A room layout was created to facilitate the setup of the Public Meeting on the day of the event.



NOTIFICATION EMAIL

Those who signed up to receive Southeast Corridor email updates received email notification of the Public Meeting on July 24, 2017, one month prior to the event.

Corridor A-1 and Corridor E-1 Update 7.24.17

Thank you to those who attended the Corridor A-1 Public Open House on June 6 and the Corridor E-1 Public Open House on June 27. We appreciate your time and your input. The materials shared at the Public Open House meetings are available on the Williamson County Website.

Click here to learn more about **Corridor A-1.**
Click here to learn more about **Corridor E-1.**

The County is working towards future corridor preservation by studying Corridor **A-1** to identify an east/west connector between SH 130 and FM 3349 and **Corridor E-1** to identify a north/south connector between Chandler Road and FM 1660. These studies will serve as an important planning step to accommodate the anticipated growth in this area of the County over the next 10 years and beyond.

Study areas for both corridor studies have been expanded based on public input from what was previously shared. Please join us for an additional opportunity to learn about the studies and to provide your input.

PUBLIC OPEN HOUSE AND WORKSHOP

August 24, 2017
5:00 – 7:30 PM

Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574

We will be facilitating 30-minute working group roundtable discussions at 5:30 PM, 6:15 PM, and 7:00 PM to allow stakeholders to hear from each other. Materials provided at previous open houses will be available. Alignments provided by stakeholders at the first round of open houses will be made available for community comments. The public is invited to come-and-go as they please.
This meeting will be conducted in English and a Spanish translator will be available. For any special accommodation requests, please contact us at raods@wilco.org or 512-943-1195. Every reasonable effort will be made to accommodate communication and mobility needs.

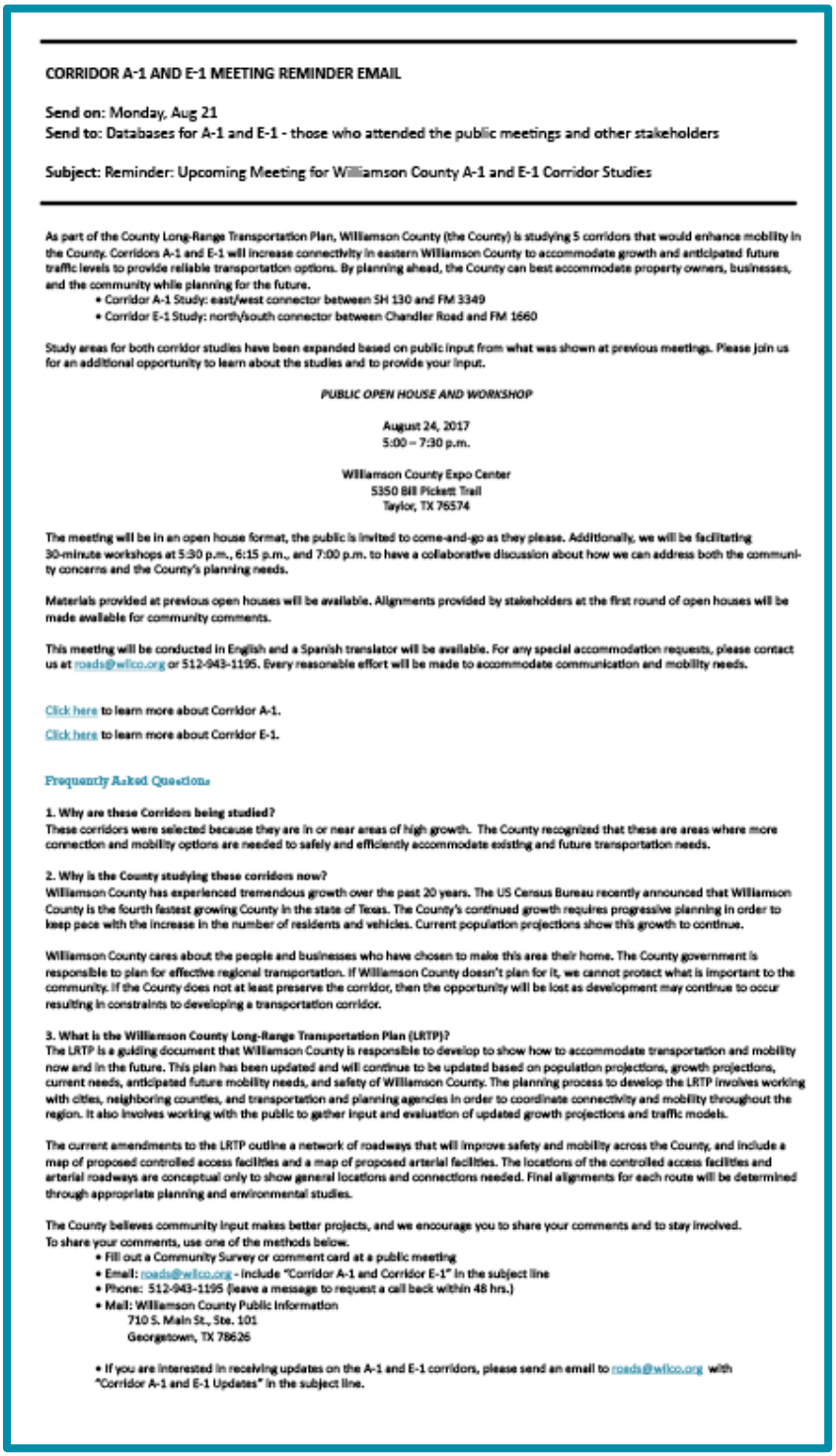
Public comments are welcome at any time. Please share using one of the below methods:

- Mail: Williamson County Public Information
  710 S. Main St., Ste. 101
  Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridor A-1" or "Corridor E-1" in the subject line

For more information:
wilco.org/corridors | roads@wilco.org | 512.943.1195 (voice message only)

REMINDER EMAIL

Those who signed up to receive Southeast Corridor email updates received a reminder email notification for the Public Meeting on August 21, 2017, three days prior to the event.



CORRIDOR A-1 AND E-1 MEETING REMINDER EMAIL

Send on: Monday, Aug 21
Send to: Databases for A-1 and E-1 - those who attended the public meetings and other stakeholders

Subject: Reminder: Upcoming Meeting for Williamson County A-1 and E-1 Corridor Studies

As part of the County Long-Range Transportation Plan, Williamson County (the County) is studying 5 corridors that would enhance mobility in the County. Corridors A-1 and E-1 will increase connectivity in eastern Williamson County to accommodate growth and anticipated future traffic levels to provide reliable transportation options. By planning ahead, the County can best accommodate property owners, businesses, and the community while planning for the future.

- Corridor A-1 Study: east/west connector between SH 130 and FM 3349
- Corridor E-1 Study: north/south connector between Chandler Road and FM 1660

Study areas for both corridor studies have been expanded based on public input from what was shown at previous meetings. Please join us for an additional opportunity to learn about the studies and to provide your input.

PUBLIC OPEN HOUSE AND WORKSHOP

August 24, 2017
5:00 – 7:30 p.m.

Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574

The meeting will be in an open house format, the public is invited to come-and-go as they please. Additionally, we will be facilitating 30-minute workshops at 5:30 p.m., 6:15 p.m., and 7:00 p.m. to have a collaborative discussion about how we can address both the community concerns and the County's planning needs.

Materials provided at previous open houses will be available. Alignments provided by stakeholders at the first round of open houses will be made available for community comments.

This meeting will be conducted in English and a Spanish translator will be available. For any special accommodation requests, please contact us at roads@wilco.org or 512-943-1195. Every reasonable effort will be made to accommodate communication and mobility needs.

Click here to learn more about Corridor A-1.

Click here to learn more about Corridor E-1.

Frequently Asked Questions

1. Why are these Corridors being studied?
These corridors were selected because they are in or near areas of high growth. The County recognized that these are areas where more connection and mobility options are needed to safely and efficiently accommodate existing and future transportation needs.

2. Why is the County studying these corridors now?
Williamson County has experienced tremendous growth over the past 20 years. The US Census Bureau recently announced that Williamson County is the fourth fastest growing County in the state of Texas. The County's continued growth requires progressive planning in order to keep pace with the increase in the number of residents and vehicles. Current population projections show this growth to continue.

Williamson County cares about the people and businesses who have chosen to make this area their home. The County government is responsible to plan for effective regional transportation. If Williamson County doesn't plan for it, we cannot protect what is important to the community. If the County does not at least preserve the corridor, then the opportunity will be lost as development may continue to occur resulting in constraints to developing a transportation corridor.

3. What is the Williamson County Long-Range Transportation Plan (LRTP)?
The LRTP is a guiding document that Williamson County is responsible to develop to show how to accommodate transportation and mobility now and in the future. This plan has been updated and will continue to be updated based on population projections, growth projections, current needs, anticipated future mobility needs, and safety of Williamson County. The planning process to develop the LRTP involves working with cities, neighboring counties, and transportation and planning agencies in order to coordinate connectivity and mobility throughout the region. It also involves working with the public to gather input and evaluation of updated growth projections and traffic models.

The current amendments to the LRTP outline a network of roadways that will improve safety and mobility across the County, and include a map of proposed controlled access facilities and a map of proposed arterial facilities. The locations of the controlled access facilities and arterial roadways are conceptual only to show general locations and connections needed. Final alignments for each route will be determined through appropriate planning and environmental studies.

The County believes community input makes better projects, and we encourage you to share your comments and to stay involved.
To share your comments, use one of the methods below.

- Fill out a Community Survey or comment card at a public meeting
- Email: roads@wilco.org - include "Corridor A-1 and Corridor E-1" in the subject line
- Phone: 512-943-1195 (leave a message to request a call back within 48 hrs.)
- Mail: Williamson County Public Information
  710 S. Main St., Ste. 101
  Georgetown, TX 78626

- If you are interested in receiving updates on the A-1 and E-1 corridors, please send an email to roads@wilco.org with "Corridor A-1 and E-1 Updates" in the subject line.

PRESS RELEASE

Copy for a press release was developed by the team and distributed by Williamson County on August 4, 2017, three weeks prior to the event.

WILLIAMSON COUNTY
1848

Public Information Office Media Release

PUBLIC OPEN HOUSE FOR STUDIES ON CORRIDORS A-1 and E-1

August 15, 2017 (Williamson County, TX) – Williamson County is hosting a public open house and workshop for studies on Corridors A-1 and E-1 in eastern Williamson County on Thursday, August 24, from 5 to 7:30 p.m. at the Williamson County Expo Center, 5350 Bill Pickett Trail, Taylor, TX 76574. The corridors are needed to increase connectivity in eastern Williamson County due to projected growth. Corridor A-1 is an east/west connector between SH 130 and FM 3349. Corridor E-1 is a north/south connector between Chandler Road and FM 1660. This open house and workshop is an additional opportunity to learn about these studies and for the public to provide input.

The purpose of the open house and workshop is to receive input from the public regarding concerns and identifying constraints. We will be facilitating 30-minute working group roundtable discussions at 5:30 p.m., 6:15 p.m. and 7:00 p.m. to allow stakeholders to hear from each other. The public is invited to come-and-go as they please. Materials provided at previous open houses will be available. Alignments provided by stakeholders at the first round of open houses will be made available for community comments.

The County wants to work closely with the community to plan a road that will meet their needs into the future. These studies are two of several corridor studies the County is planning as part of the Williamson County Long-Range Transportation Plan.

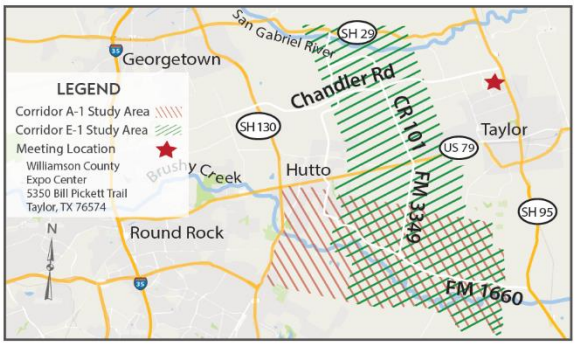
Public input is encouraged at any time. To be included in open house summary reports, comments must be received by September 8. Comments received after this date will be included in future reports. Please submit comments via mail, email, or phone.

- Complete a written community survey at the meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- Email: roads@wilco.org
- Take the online survey for Corridor A-1 or E-1 at www.wilco.org/corridorA1 or www.wilco.org/corridorE1.

For more information, visit the website at www.wilco.org/corridors. If you would like to receive e-mail updates on the study, please send an email to roads@wilco.org with "Corridor A-1/E-1 Updates" in the subject line. Information also is available by calling 512-943-1195 and leaving a voice message for a return call.

POSTCARD

A postcard was developed and distributed to 7,188 property owners, all those within the study area, four weeks prior to the Public Meeting.



710 S. Main St., Ste. 101
Georgetown, TX 78626

FOR MORE INFORMATION

www.WilCo.org/Corridors
Corridor A-1 and Corridor E-1
roads@wilco.org
or call 512-943-1195
@wilcogov
/wilcogov

This meeting will be conducted in English and a Spanish translator will be available.

For any special accommodation requests, please contact us at roads@wilco.org or 512-943-1195. Every reasonable effort will be made to accommodate communication and mobility needs.

NEWSPAPER ADVERTISEMENT

A newspaper advertisement was developed by the team; it ran in the Williamson County Sun and the Taylor Press on August 6, 2017, two weeks prior to the Public Meeting.

PUBLIC OPEN HOUSE & WORKSHOP

Corridor A-1 and E-1 Planning Studies

For future corridor preservation efforts, Williamson County is studying Corridors A-1 (east/west connector between SH 130 and FM 3349) and E-1 (north/south connector between Chandler Road and FM 1660).

Public input is an essential part of the study process and the County wants to work closely with the community. Please join us for an additional opportunity to learn about these studies and to provide your input.

Study areas for both corridor studies have been expanded from what was shown at previous meetings. Alignments provided by stakeholders at the first round of open houses will be made available for community comments.

August 24, 2017

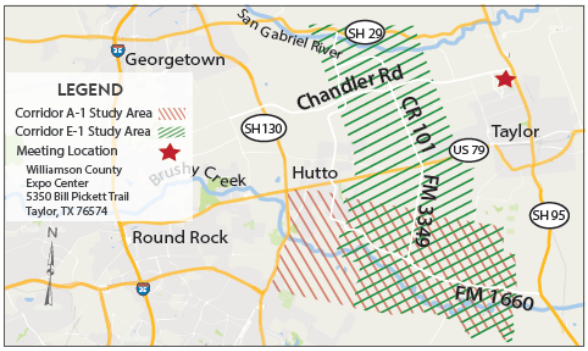
5:00 - 7:30 PM

Williamson County Expo Center

5350 Bill Pickett Trail
Taylor, TX 76574

We will be facilitating 30-minute working group roundtable discussions at 5:30 PM, 6:15 PM, and 7:00 PM to allow stakeholders to hear from each other.

The public is invited to come-and-go as they please. Materials provided at previous open houses will be available.



FOR MORE INFORMATION

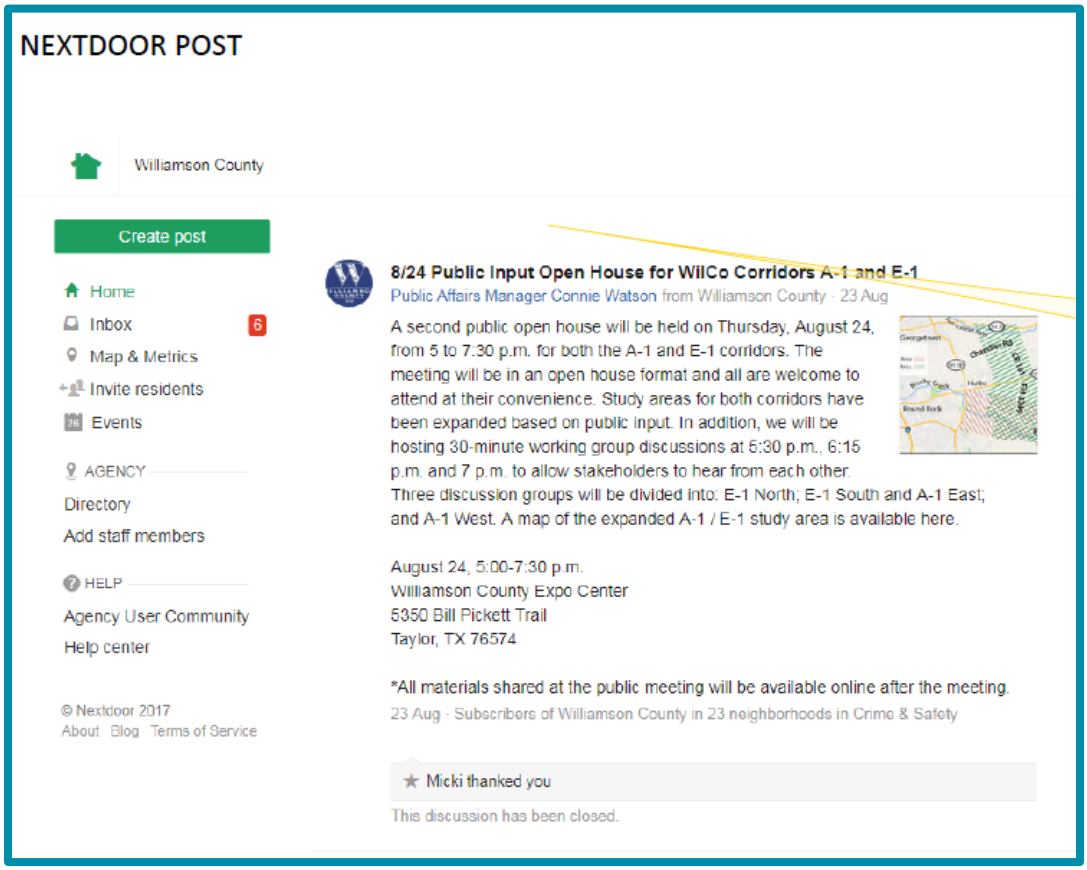
www.WilCo.org/Corridors
Corridor A-1 and Corridor E-1
roads@wilco.org or call 512-943-1195
@wilcogov /wilcogov

This meeting will be conducted in English and a Spanish translator will be available.

For any special accommodation requests, please contact us at roads@wilco.org or 512-943-1195. Every reasonable effort will be made to accommodate communication and mobility needs.

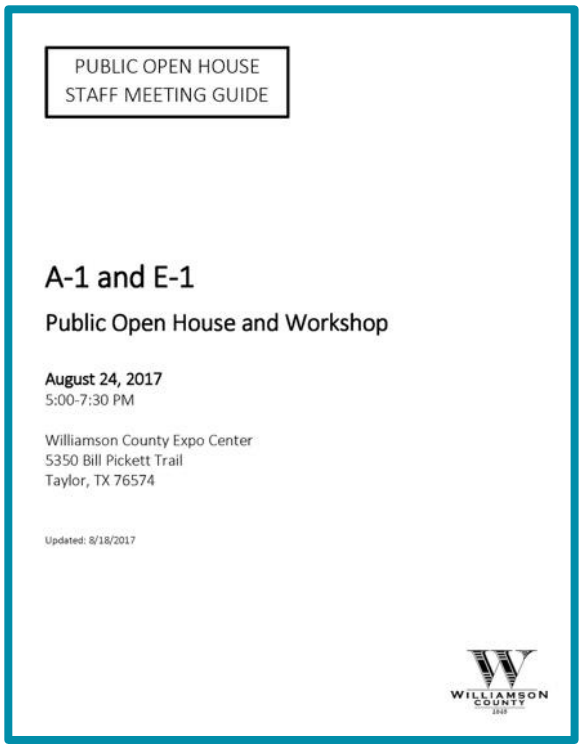
SOCIAL MEDIA COPY

Social media copy was developed and posted by Williamson County to promote the Public Meeting on NextDoor.



MEETING GUIDE

A meeting guide was developed for the Public Meeting for members of the project team. The purpose of the meeting guide is to provide guidance to participating staff to ensure we reach every stakeholder who attends effectively.



PUBLIC OPEN HOUSE
STAFF MEETING GUIDE

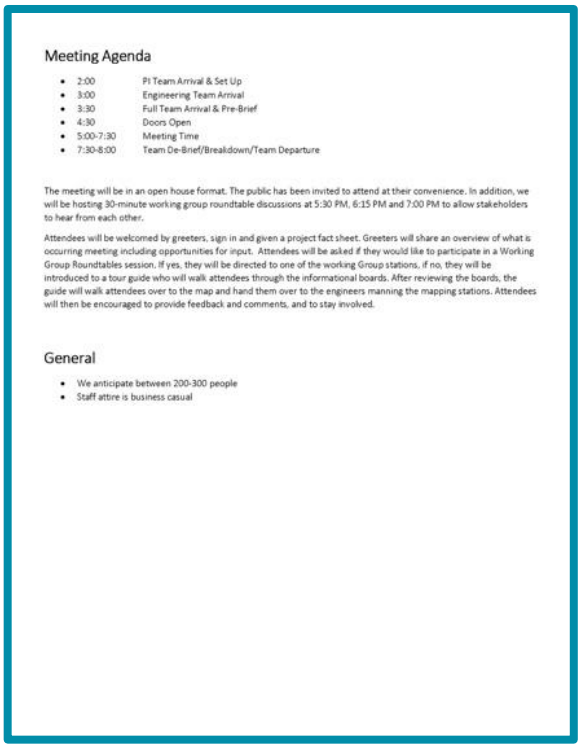
A-1 and E-1

Public Open House and Workshop

August 24, 2017
5:00-7:30 PM

Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574

Updated: 8/18/2017



Meeting Agenda

- 2:00 PI Team Arrival & Set Up
- 3:00 Engineering Team Arrival
- 3:30 Full Team Arrival & Pre-Brief
- 4:30 Doors Open
- 5:00-7:30 Meeting Time
- 7:30-8:00 Team De-Brief/Breakdown/Team Departure

The meeting will be in an open house format. The public has been invited to attend at their convenience. In addition, we will be hosting 30-minute working group roundtable discussions at 5:30 PM, 6:15 PM and 7:00 PM to allow stakeholders to hear from each other.

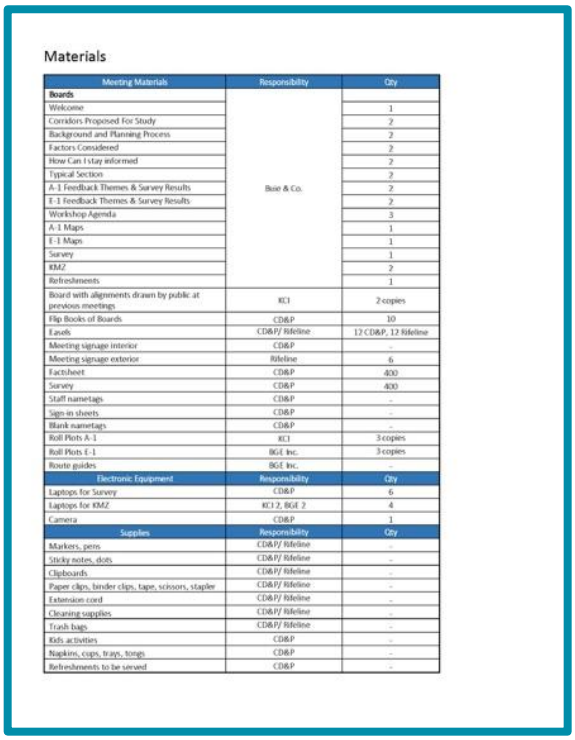
Attendees will be welcomed by greeters, sign in and given a project fact sheet. Greeters will share an overview of what is occurring meeting including opportunities for input. Attendees will be asked if they would like to participate in a Working Group Roundtables session. If yes, they will be directed to one of the working Group stations, if no, they will be introduced to a tour guide who will walk attendees through the informational boards. After reviewing the boards, the guide will walk attendees over to the map and hand them over to the engineers manning the mapping stations. Attendees will then be encouraged to provide feedback and comments, and to stay involved.

General

- We anticipate between 200-300 people
- Staff attire is business casual

Staffing

A-1	Rifeline	Lynda Rife	Workshop Facilitator A-1 West
	Rifeline	Laura Atlas	Workshop Notetaker A-1 West
	Rifeline	Melissa Hunt	Workshop Facilitator A-1 E, E-1 S
	Rifeline	Frances Jorden	Workshop Notetaker A-1 E, E-1 S
	Rifeline	Brittney Rodriguez	A-1 Maps
	Rifeline	Michelle Neely	A-1 Maps
	Rifeline	Emily McCann	A-1 Maps
	Rifeline	Pam Grooms	Tour Guide
	Buie & Co.	Jed Buie	Tour Guide
	Buie & Co.	Lauren Gammon	Sign In/Greeter
	KCI	Kevin Kennedy	Maps
	KCI	Justin Calentano	Maps
	KCI	Joseph Croci	Maps
	KCI	Gilysa Garcia	Maps
	KCI	Christian Maldonado	Maps
	KCI	Rafael Cruz	Maps
	Cox Mclain	Ashley McLain	Constraints Maps
	Cox Mclain	TBD	Constraints Maps
E-1	CD&P	Krista Grant	Sign In/Greeter
	CD&P	Alex Navarro	Sign In/Greeter
	CD&P	Albert Castro	Sign In/Greeter
	CD&P	Haley Partin	Manage Surveys
	CD&P	Julie Richey	Tour Guide
	CD&P	Jacqie Wilson	Tour Guide
	CD&P	Arin Gray	Workshop Facilitator E-1 North
	CD&P	Adher Johnson	Workshop Notetaker E-1 North
	BGE Inc.	Wes Javeh	Tour Guide
	BGE Inc.	Erin Gonzales	Tour Guide
	BGE Inc.	Crystal Hal	Tour Guide
	BGE Inc.	Tricia Mosier	Maps/Backup Workshop Rover
	BGE Inc.	Adam Ellis	Maps
	BGE Inc.	Will Chapin	Maps
	BGE Inc.	Alex Garcia	Maps
	BGE Inc.	Lauri Bello	Maps
	BGE Inc.	Niki Lambrou	Maps
	BGE Inc.	Julie Brown	Maps
Williamson County	Williamson County	Bob Daigh	Workshop Engineer Rover
	Williamson County	Connie Watson	Press Contact/Rover
	Williamson County	Terron Evertson	Map Area Rover
	Williamson County	Commissioner Larry Madsen	Map Area Rover
	Williamson County	Kathi Wysong	Sign In/Rover
	HNTB	Billy Huggins	Tour Guide
	HNTB	Christen Eschberger	Workshop Engineer Rover
	HNTB	Ragan Riggs	Rover
		Totals	44

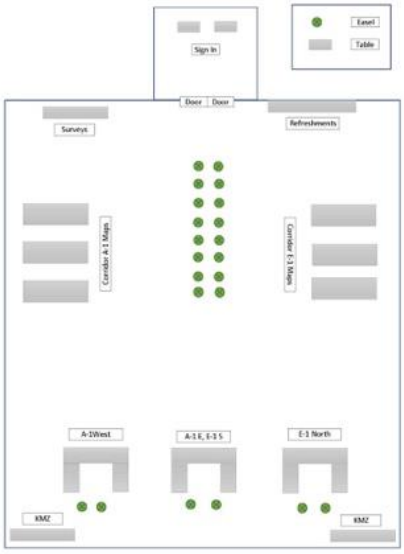


Materials

Meeting Materials	Responsibility	Qty
Boards		
Welcome		1
Corridors Proposed For Study		7
Background and Planning Process		3
Factors Considered		2
How Can I stay informed		2
Typical Section		2
A-1 Feedback Themes & Survey Results	Buie & Co.	2
E-1 Feedback Themes & Survey Results		2
Workshop Agenda		3
A-1 Maps		1
E-1 Maps		1
Survey		1
KMZ		2
Refreshments		1
Board with alignments drawn by public at previous meetings	KCI	2 copies
Flip Books of Boards	CD&P	10
Easels	CD&P/ Rifeline	12 CD&P, 12 Rifeline
Meeting signage interior	CD&P	-
Meeting signage exterior	Rifeline	6
Factsheet	CD&P	400
Survey	CD&P	400
Staff nametags	CD&P	-
Sign-in sheets	CD&P	-
Blank nametags	CD&P	-
Roll Plots A-1	KCI	3 copies
Roll Plots E-1	BGE Inc.	3 copies
Route guides	BGE Inc.	-
Electronic Equipment	**Responsibility**	**Qty**
Laptops for Survey	CD&P	6
Laptops for KMZ	KCI 2, BGE 2	4
Camera	CD&P	1
Supplies	**Responsibility**	**Qty**
Markers, pens	CD&P/ Rifeline	-
Sticky notes, dots	CD&P/ Rifeline	-
Clipboards	CD&P/ Rifeline	-
Paper clips, binder clips, tape, scissors, stapler	CD&P/ Rifeline	-
Extension cord	CD&P/ Rifeline	-
Cleaning supplies	CD&P/ Rifeline	-
Trash bags	CD&P/ Rifeline	-
Kids activities	CD&P	-
Napkins, cups, trays, tongs	CD&P	-
Refreshments to be served	CD&P	-

Room Layout

The image below is not to scale.



Notes

FREQUENTLY ASKED QUESTIONS

Frequently Asked Questions were developed by the team ahead of the Public Meeting for members of the project team to present a unified message and be able to accurately answer community questions.

Corridor A-1 and E-1 Frequently Asked Questions

Updated September 2017

What are the A-1 and E-1 Corridor Studies?
A corridor study is used to identify potential routes and improvements for transportation and mobility. Williamson County is currently studying 5 corridors that would enhance mobility in the County. The County's study of any corridor is not necessarily a commitment by the County that a corridor will be constructed. As currently contemplated, Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. These corridors were identified as part of the County's Long-Range Transportation Plan.

- **Corridor A-1 -** East/west connector between SH 130 and FM 3349
- **Corridor E-1-** North/south connector between Chandler Road and FM 1660

Why is the County studying these corridors now?
County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. These corridors were selected for study because they are in or near areas of growth, or are in areas where more connection and mobility options are needed. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs.

What is the study process for the A-1 and E-1 Corridors?
The process to study these corridor studies involves evaluating many factors including, but not limited to:

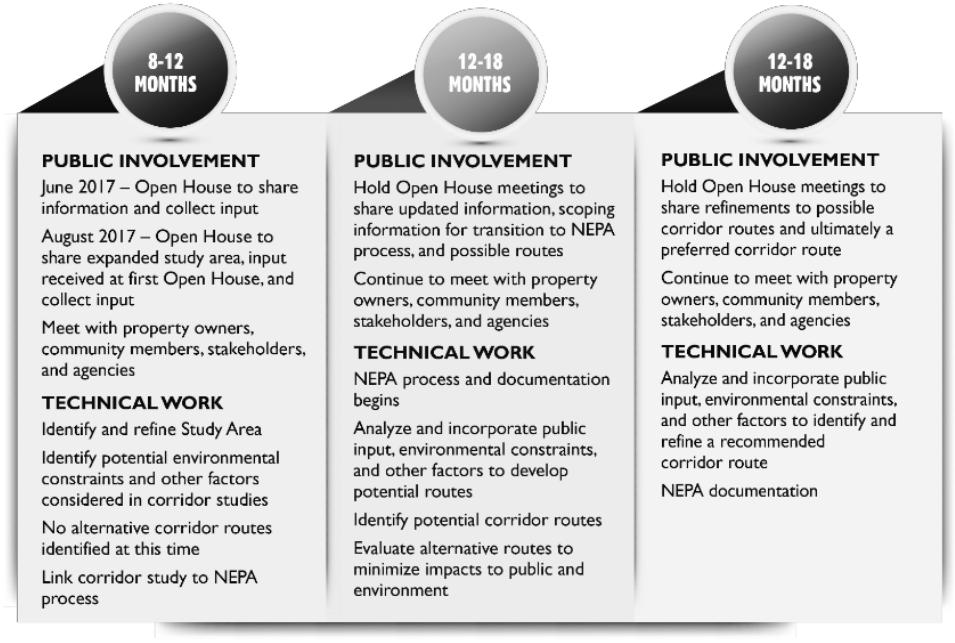
- Social & community impacts
- Public input
- Impacts to property owners
- Water resources
- Threatened & endangered species
- Vegetation & wildlife
- Land use & parkland
- Archeological & historic resources
- Hazardous materials
- ROW analysis & land cost
- Engineering analysis

Engineering firms have been hired to conduct public involvement, environmental studies, and preliminary engineering schematic design. The corridor studies were kicked off in April 2017 and the first focus has been to gather community input before any options or alignments are developed. Engineering solutions and construction funding have not yet been identified.

How is the County notifying people of the corridor studies, public meetings, and other opportunities for input?
The County has used the following methods to notify the public of the studies:

- Postcards mailed to property owners in the corridor study areas
- E-mails sent to those that have shared email addresses
- Print advertisements in local papers (Williamson County Sun, Hutto News/Taylor Press, and Pflugerville Pflag)
- Coverage from local papers and television
- WILCOunty Line e-newsletter
- Williamson County social media (Facebook and NextDoor)
- Announcements on the corridor website (www.wilco.org/corridors)

What is the timeline for the A-1 and E-1 Corridor Studies?
The chart below shows the anticipated schedule for upcoming technical and outreach activities. The County anticipates that this project may become a state or federal project in the future, therefore; for the purpose of providing a conservative time estimate, this schedule assumes that the NEPA process will be followed.



What is a controlled access facility?
A controlled access facility is a roadway with main lanes that have entrance and exit ramps and frontage roads. The main lanes provide mobility for through traffic and the frontage roads provide local access to abutting properties.

How can I access or cross this facility?
As noted above, with respect to the Corridors, the County is only engaged in studies and preliminary

design and engineering work at this time. Typically, however, connections to adjacent properties are provided to allow access to the frontage roads, and crossovers are spaced at regular intervals for one-way frontage road operation.

What will the on and off ramps and intersections look like?
Identifying ramps and crossing roadways are part of the corridor study process. The County is engaged in the early stages of planning and has not yet identified what components will be necessary and what they look like.

How much Right of Way (ROW) will be needed and how will I be compensated for it?
Williamson County is in the process of gathering input to identify possible alternate routes. After a recommended route is selected and preliminary design completed, actual ROW needs will be determined. When the County gets to that point, and, if the County elects to proceed with the project, the formal acquisition process involves independent appraisals and a negotiation process between the property owner and the County. Specific characteristics of each parcel are reviewed by an independent, licensed appraiser to determine the fair market value for each parcel along the proposed ROW, and any impact of the project on the remaining property after the acquisition and construction of the proposed road facility.

The County anticipates that approximately 350 feet of ROW width will be required to accommodate the potential controlled access facility. As funding becomes available, and the County elects to proceed, the County will purchase ROW from property owners along the route.

Will the County take my home/business for the roadway using eminent domain?
Williamson County is committed to conducting ROW negotiations in a manner that is comprehensive in its respect for the private property and rights of landowners to support voluntarily negotiated ROW acquisitions. Where ROW is needed, the goal is to come to an agreement with each landowner. Williamson County may acquire some ROW through the condemnation process using its power of eminent domain, but only as a last resort after exhausting all reasonable attempts at negotiation. If a qualifying owner or occupant is displaced from their home or business as a direct result of the project, then the County will also make relocation assistance benefits available according to the provisions and requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (“The Uniform Act”).

Where will funding come from for the projects?
The County is currently funding the corridor studies. Construction funding has not yet been identified. Funding for construction of transportation projects can come from many sources; the most common are partnerships between federal, state, county, and city governments.

Will the corridors will be toll roads?
This is a possible funding source. Williamson County is in the early stages of planning and construction funding sources have not yet been identified.

Are the studies in the National Environmental Policy Act (NEPA) process?
These studies are part of the schematic/environmental process. We are not in the NEPA process at this time. Should the project become a state or federal project in the future, the NEPA process would begin at that time.

What is the difference between the CR 101 Improvement project and Corridor E-1?
CR 101 Improvement Project: Williamson County, in partnership with the City of Taylor, is reconstructing CR 101 from US 79 to north of Chandler Road. These pavement reconstruction and safety improvements will include widening the existing lanes from 11 to 12 feet and adding 10-foot wide shoulders. This roadway widening will allow for future expansion to 3 lanes with 4-foot shoulders if warranted. The purpose of this project is to reconstruct the pavement and add safety improvements. This project is moving forward and currently construction is anticipated to begin March 2018.
E-1 Corridor Study: This is a study to identify a location for a larger roadway to serve as a north/south connector between the area near Chandler Road and near FM 1660. There is no alignment or route identified atthis point as the entire study area is being evaluated.

What are the stakes in the ground that I have seen in the A-1 and E-1 Corridor Study area?
The County and project teams are gathering updated aerial surveys in the A-1 and E-1 study areas. To get these surveys, stakes are used as markers or bench marks to identify locations and elevations. These stakes were placed in the public right of way along County and TxDOT roadways. No stakes or other markings have been set on private property by the project teams relating to A-1 or E-1 Corridors. Written permission from the property owner must be in place for any entrance into private property.

There is also staking along CR 101 from US 79 to Chandler Road. These stakes are being used for the CR 101 Safety Improvement Project and are not part of the corridor studies.

We saw a map that had both routes for the A-1 and E-1 Corridors with 450 feet of right of way. Is this the
County's plan for these corridors?
This map was not created by the County or the Corridor Study teams and is not representative of plans for the corridors. There are currently no routes proposed for Corridor A-1 or E-1, and the process, including opportunities for public input, remains active.

Is the County planning to send condemnation letters to property owners in December?
No. The studies will continue the thorough and detailed study process.

What are you asking from the public?
We are asking the public for any and all input throughout the study process. Among other things, the County wants to understand more details about property, how it is currently used, and what is planned for the future. We also want to better understand what the community values and needs. The County distributed information to the community within two months of kicking off the studies because we believe early participation by communities make projects better. If you have ideas for additional factors to be considered, or ideas to make this study or the process better, please let us know.

How can I get involved in the corridor studies?
We encourage you to share your input. All interested are welcome to get involved by:

- Attending a public meeting
- Sharing comments by:
    - Completing a survey or comment card at a public meeting
    - Email: roads@wilco.org
    - Mailing: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- Reach out to the County and project teams for more information or to schedule a meeting

- Phone: 512-943-1195 (leave a message for a call back within 48 hours)
- Email: roads@wilco.org

If you would like to receive e-mail updates, please send an email to roads@wilco.org with the specific corridor
you are interested in and "Updates" in the subject line.

What is the Williamson County Long-Range Transportation Plan (LRTP)?
The Williamson County Commissioners Court adopted the LRTP in October 2009. The County is responsible for developing this guiding plan for the purpose of planning for transportation and mobility needs now and in the future. The plan is updated based on current needs, population projections, anticipated future mobility, and safety needs in Williamson County. The planning process to develop the LRTP involves working with the public, cities, neighboring counties, and transportation and planning agencies to gather input and coordinate connectivity and mobility.

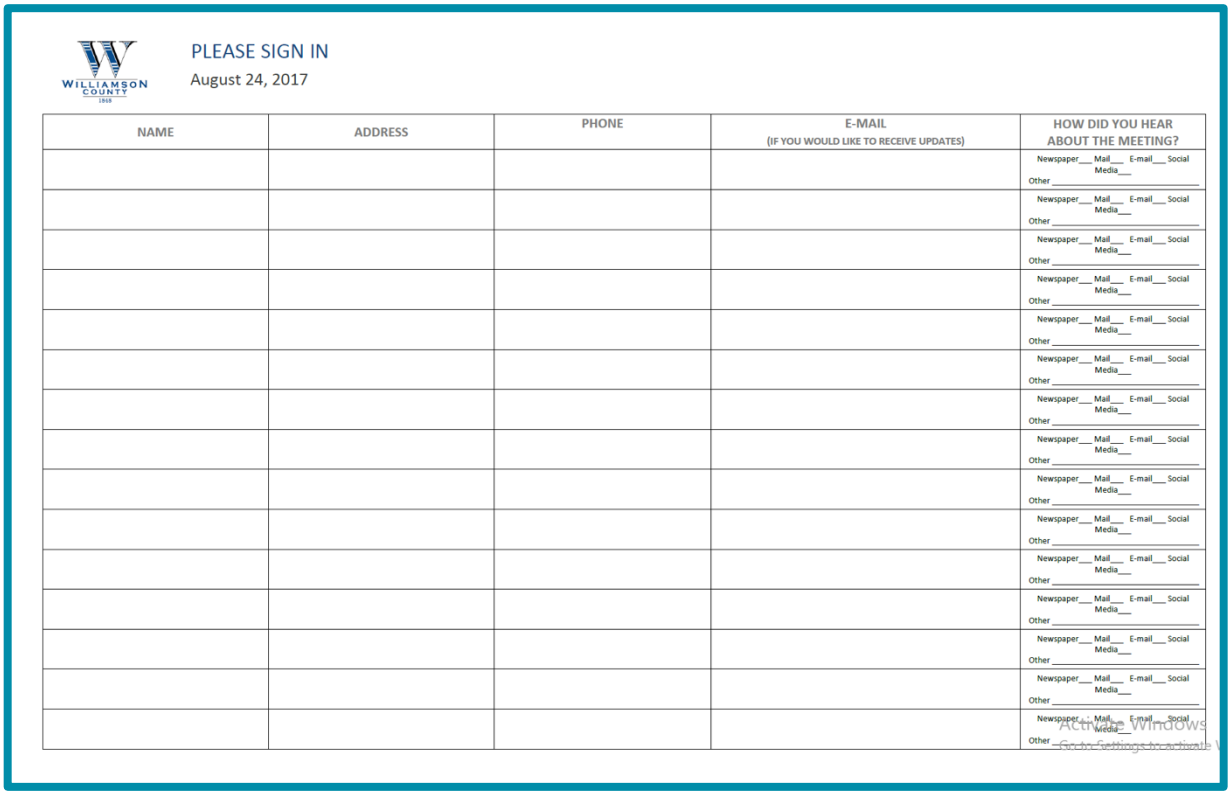
The most recent amendments to the LRTP outline a network of roadways that will improve safety and mobility across the County, and include maps of potential controlled access facilities and potential arterial facilities. The locations of the controlled access facilities and arterial roadways are conceptual only to show general locations and connections needed. Routes for each corridor will be determined through appropriate planning and environmental studies at the time the County makes a determination that moving forward with a given corridor is prudent.

What was the public involvement process for the most recent amendments to the LRTP?
In 2015, the County requested feedback from the public on proposed amendments to the LRTP. The proposed amendments included the controlled access facilities map. The public comment period was September 18 to October 9, 2015. During that time, the County held two public meetings, and an online open house to engage with the public and ask for feedback.

In 2016, the County requested feedback from the public on the proposed arterial street grid and modifications to the controlled access facilities map. The public comment period was March 30 to April 29, 2016. During that time, the County held four public meetings, and an online open house. LRTP amendments were presented to Commissioners Court in March 2016 with the public outreach process and approved in June 2016.

SIGN-IN SHEET

A sign in sheet was developed by the team and used at the Public Meeting to capture attendee information. Separate sign-in sheets were created for the public, elected officials and the media. Attendees were added to the stakeholder database following the workshop to receive future updates.



PLEASE SIGN IN

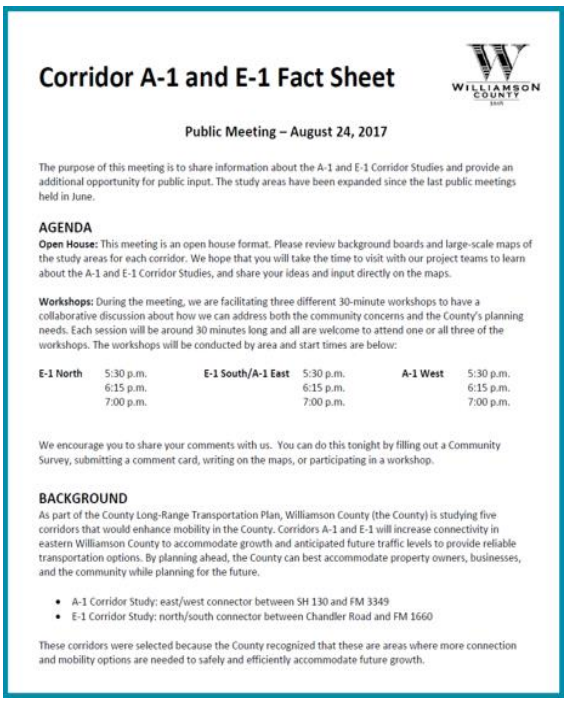
August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____

Activate Windows

FACT SHEET

A fact sheet was developed for community members to have at the Public Meeting. It was also available online following the event. The fact sheet provided an agenda, background information, maps and frequently asked questions.



Corridor A-1 and E-1 Fact Sheet

Public Meeting – August 24, 2017

The purpose of this meeting is to share information about the A-1 and E-1 Corridor Studies and provide an additional opportunity for public input. The study areas have been expanded since the last public meetings held in June.

AGENDA

Open House: This meeting is an open house format. Please review background boards and large-scale maps of the study areas for each corridor. We hope that you will take the time to visit with our project teams to learn about the A-1 and E-1 Corridor Studies, and share your ideas and input directly on the maps.

Workshops: During the meeting, we are facilitating three different 30-minute workshops to have a collaborative discussion about how we can address both the community concerns and the County's planning needs. Each session will be around 30 minutes long and all are welcome to attend one or all three of the workshops. The workshops will be conducted by area and start times are below:

E-1 North	5:30 p.m.	**E-1 South/A-1 East**	5:30 p.m.	**A-1 West**	5:30 p.m.
	6:15 p.m.		6:15 p.m.		6:15 p.m.
	7:00 p.m.		7:00 p.m.		7:00 p.m.

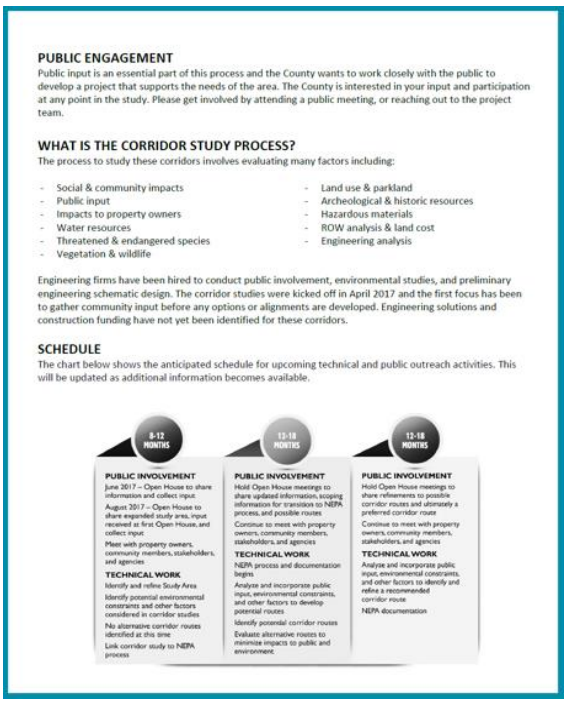
We encourage you to share your comments with us. You can do this tonight by filling out a Community Survey, submitting a comment card, writing on the maps, or participating in a workshop.

BACKGROUND

As part of the County Long-Range Transportation Plan, Williamson County (the County) is studying five corridors that would enhance mobility in the County. Corridors A-1 and E-1 will increase connectivity in eastern Williamson County to accommodate growth and anticipated future traffic levels to provide reliable transportation options. By planning ahead, the County can best accommodate property owners, businesses, and the community while planning for the future.

- A-1 Corridor Study: east/west connector between SH 130 and FM 3349
- E-1 Corridor Study: north/south connector between Chandler Road and FM 1660

These corridors were selected because the County recognized that these are areas where more connection and mobility options are needed to safely and efficiently accommodate future growth.



PUBLIC ENGAGEMENT

Public input is an essential part of this process and the County wants to work closely with the public to develop a project that supports the needs of the area. The County is interested in your input and participation at any point in the study. Please get involved by attending a public meeting, or reaching out to the project team.

WHAT IS THE CORRIDOR STUDY PROCESS?

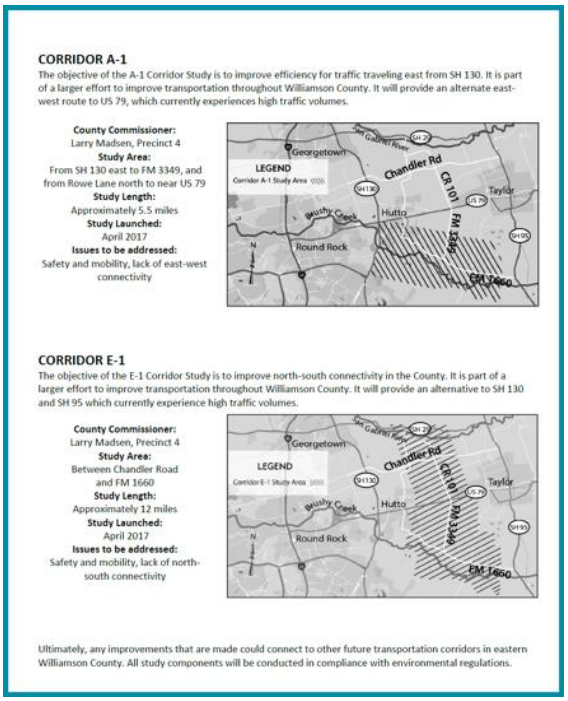
The process to study these corridors involves evaluating many factors including:

- Social & community impacts
- Public input
- Impacts to property owners
- Water resources
- Threatened & endangered species
- Vegetation & wildlife
- Land use & parkland
- Archeological & historic resources
- Hazardous materials
- ROW analysis & land cost
- Engineering analysis

Engineering firms have been hired to conduct public involvement, environmental studies, and preliminary engineering schematic design. The corridor studies were kicked off in April 2017 and the first focus has been to gather community input before any options or alignments are developed. Engineering solutions and construction funding have not yet been identified for these corridors.

SCHEDULE

The chart below shows the anticipated schedule for upcoming technical and public outreach activities. This will be updated as additional information becomes available.



CORRIDOR A-1

The objective of the A-1 Corridor Study is to improve efficiency for traffic traveling east from SH 130. It is part of a larger effort to improve transportation throughout Williamson County. It will provide an alternate east-west route to US 79, which currently experiences high traffic volumes.

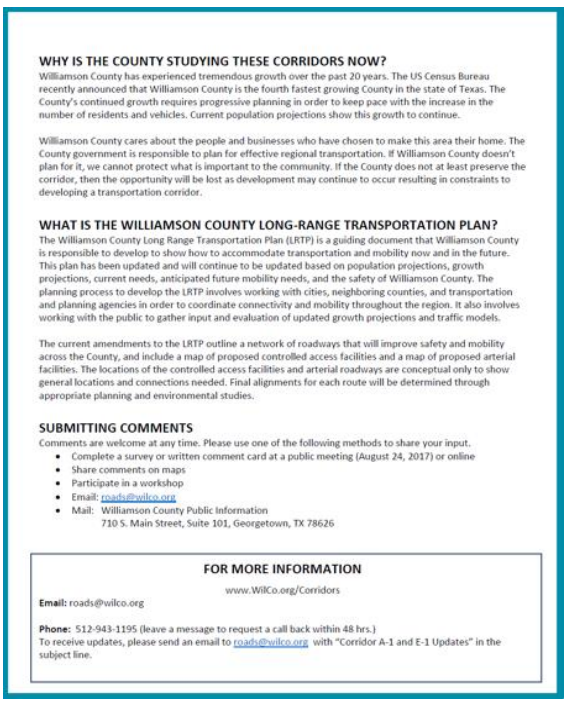
County Commissioner: Larry Madsen, Precinct 4
Study Area: From SH 130 east to FM 3349, and from Rowe Lane north to near US 79
Study Length: Approximately 5.5 miles
Study Launched: April 2017
Issues to be addressed: Safety and mobility, lack of east-west connectivity

CORRIDOR E-1

The objective of the E-1 Corridor Study is to improve north-south connectivity in the County. It is part of a larger effort to improve transportation throughout Williamson County. It will provide an alternative to SH 130 and SH 95 which currently experience high traffic volumes.

County Commissioner: Larry Madsen, Precinct 4
Study Area: Between Chandler Road and FM 1660
Study Length: Approximately 12 miles
Study Launched: April 2017
Issues to be addressed: Safety and mobility, lack of north-south connectivity

Ultimately, any improvements that are made could connect to other future transportation corridors in eastern Williamson County. All study components will be conducted in compliance with environmental regulations.



WHY IS THE COUNTY STUDYING THESE CORRIDORS NOW?

Williamson County has experienced tremendous growth over the past 20 years. The US Census Bureau recently announced that Williamson County is the fourth fastest growing County in the state of Texas. The County's continued growth requires progressive planning in order to keep pace with the increase in the number of residents and vehicles. Current population projections show this growth to continue.

Williamson County cares about the people and businesses who have chosen to make this area their home. The County government is responsible to plan for effective regional transportation. If Williamson County doesn't plan for it, we cannot protect what is important to the community. If the County does not at least preserve the corridor, then the opportunity will be lost as development may continue to occur resulting in constraints to developing a transportation corridor.

WHAT IS THE WILLIAMSON COUNTY LONG-RANGE TRANSPORTATION PLAN?

The Williamson County Long Range Transportation Plan (LRTP) is a guiding document that Williamson County is responsible to develop to show how to accommodate transportation and mobility now and in the future. This plan has been updated and will continue to be updated based on population projections, growth projections, current needs, anticipated future mobility needs, and the safety of Williamson County. The planning process to develop the LRTP involves working with cities, neighboring counties, and transportation and planning agencies in order to coordinate connectivity and mobility throughout the region. It also involves working with the public to gather input and evaluation of updated growth projections and traffic models.

The current amendments to the LRTP outline a network of roadways that will improve safety and mobility across the County, and include a map of proposed controlled access facilities and a map of proposed arterial facilities. The locations of the controlled access facilities and arterial roadways are conceptual only to show general locations and connections needed. Final alignments for each route will be determined through appropriate planning and environmental studies.

SUBMITTING COMMENTS

Comments are welcome at any time. Please use one of the following methods to share your input.

- Complete a survey or written comment card at a public meeting (August 24, 2017) or online
- Share comments on maps
- Participate in a workshop
- Email: roads@wilco.org
- Mail: Williamson County Public Information
  710 S. Main Street, Suite 101, Georgetown, TX 78626

FOR MORE INFORMATION

www.WilCo.org/Corridors

Email: roads@wilco.org

Phone: 512-943-1195 (leave a message to request a call back within 48 hrs.)
To receive updates, please send an email to roads@wilco.org with "Corridor A-1 and E-1 Updates" in the subject line.

COMMENT CARD

A comment card was developed and provided to the community at the Public Meeting to submit general feedback and questions.

Corridor A-1 and E-1

Public Meeting Workshops – August 24, 2017

Agenda

- Background, guidelines, introductions
- Concerns
- If you were a County Commissioner
- Draw a route
- Share your map with two people next and explain why you drew that route
- What is the best way to keep these conversations going?

Guidelines

- Be respectful
- Everyone gets to speak
- Listen to all comments, everyone's concerns and property are important
- Focus on the future
- Different opinions are welcome
- Work together to identify possible solutions

Notes/Comments:

Contact Information

Name_____

Address_____

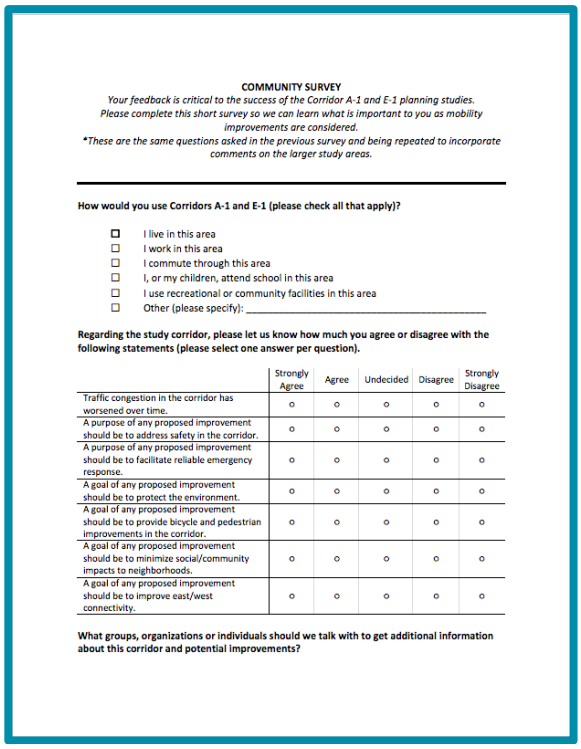
City_____State_____Postal Code_____ Phone_____

E-mail Address (if you would like to receive updates)_____

A-1 and E-1 Corridor Studies 159

COMMUNITY SURVEY

A community survey was developed to gather feedback from the community and was available to the public at the Public Meeting as well as online following the event for 15 days.



COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies. Please complete this short survey so we can learn what is important to you as mobility improvements are considered.

**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

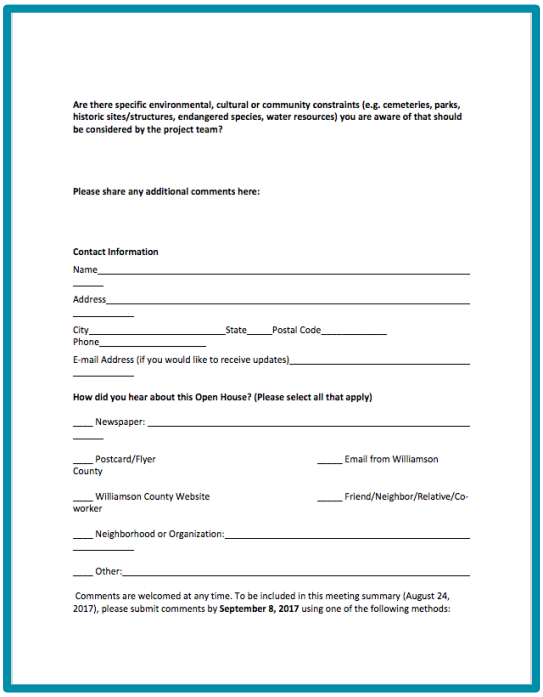
How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☐ I live in this area
- ☐ I work in this area
- ☐ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	o	o	o	o	o
A purpose of any proposed improvement should be to address safety in the corridor.	o	o	o	o	o
A purpose of any proposed improvement should be to facilitate reliable emergency response.	o	o	o	o	o
A goal of any proposed improvement should be to protect the environment.	o	o	o	o	o
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	o	o	o	o	o
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	o	o	o	o	o
A goal of any proposed improvement should be to improve east/west connectivity.	o	o	o	o	o

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?



Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Please share any additional comments here:

Contact Information

Name_____

Address_____

City_____State_____Postal Code_____
Phone_____

E-mail Address (if you would like to receive updates)_____

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

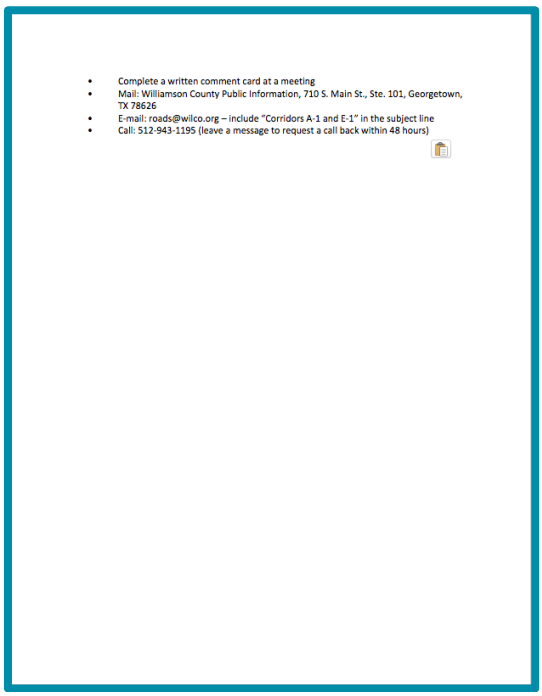
____ Postcard/Flyer ____ Email from Williamson County

____ Williamson County Website ____ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization:_____

____ Other:_____

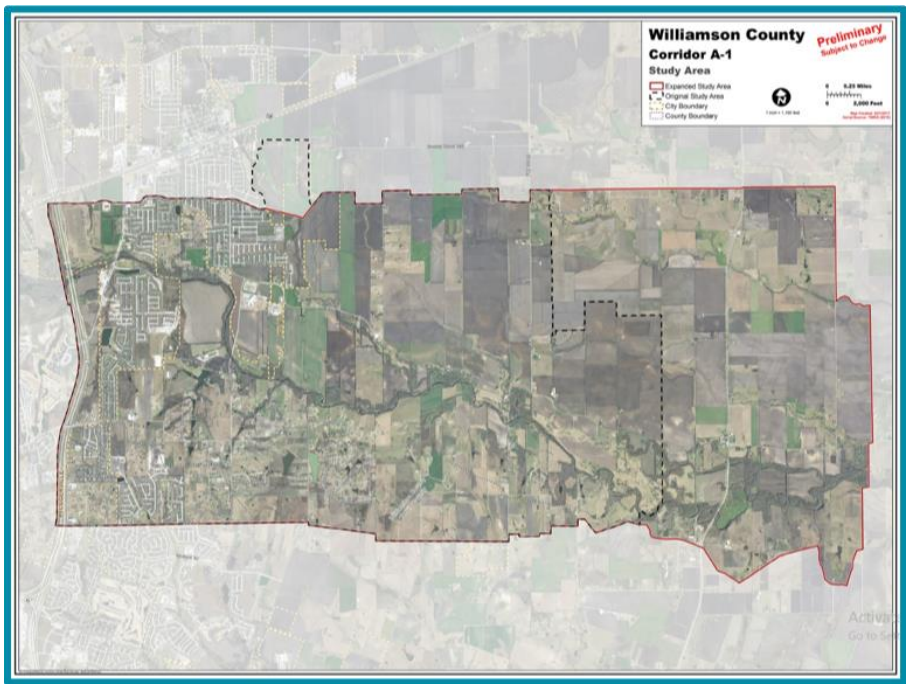
Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:



- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

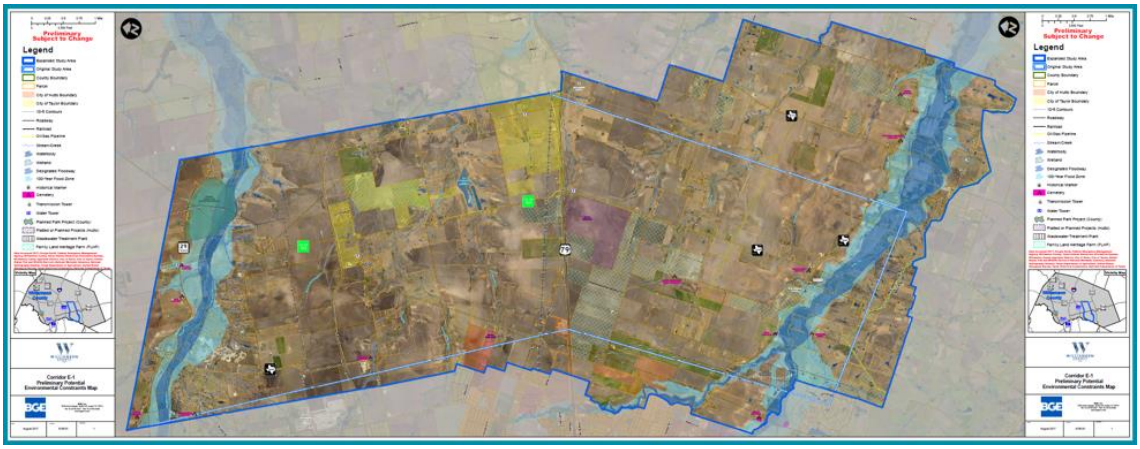
STUDY AREA MAP

A public friendly map of the Southeast Corridor study area was developed for the community to gain an understanding of the limits of the project.



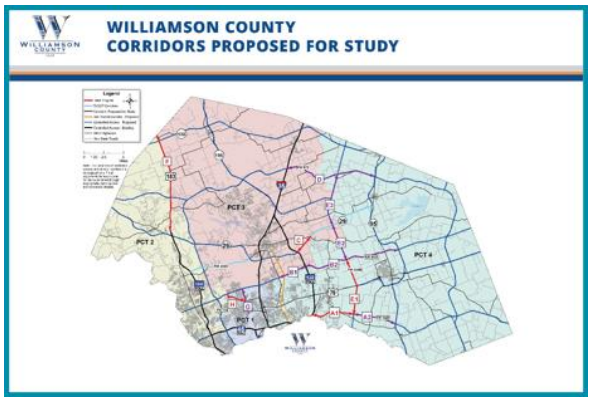
CONSTRAINTS MAP

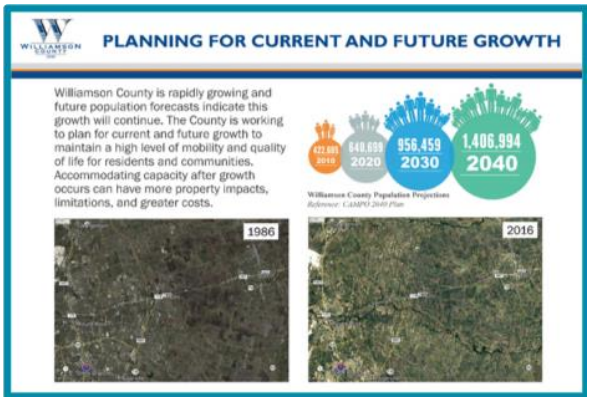
A public friendly constraints map was developed to identify elements within the study area that would be evaluated.

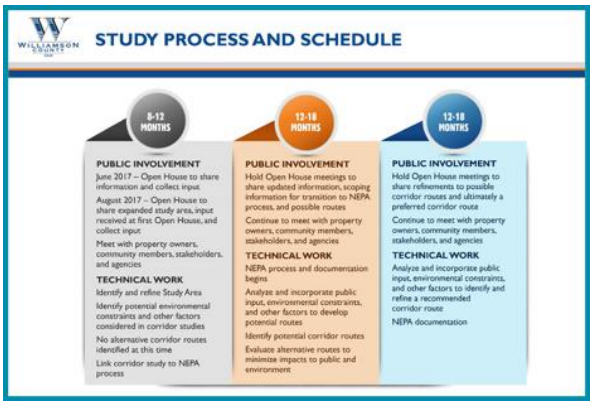


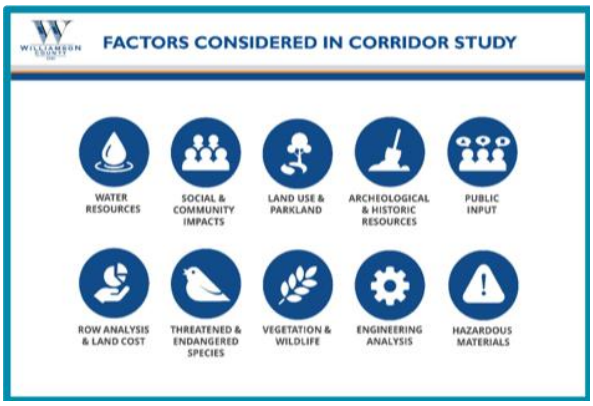
EXHIBITS

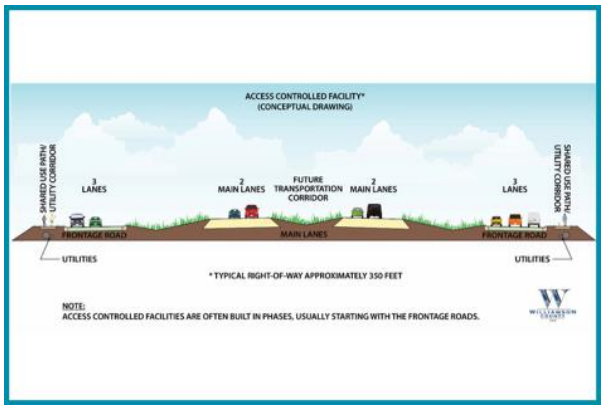
Exhibits were developed and displayed at the Public Meeting as well as posted online following the event for members of the community who could not attend in-person.

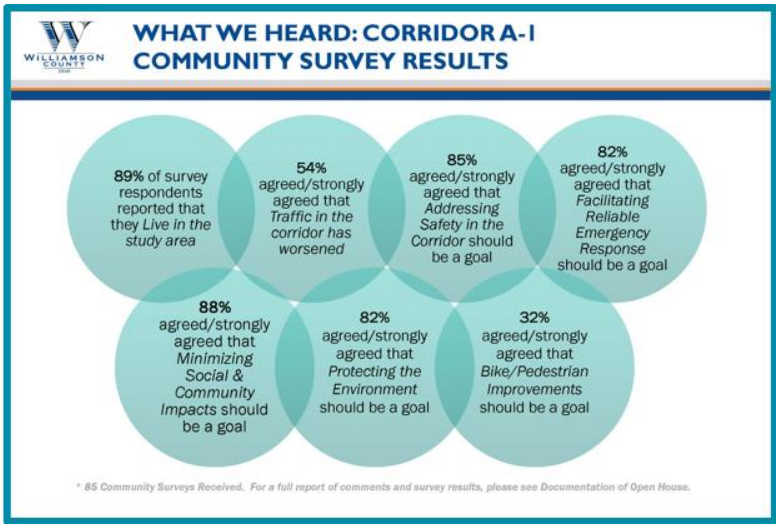


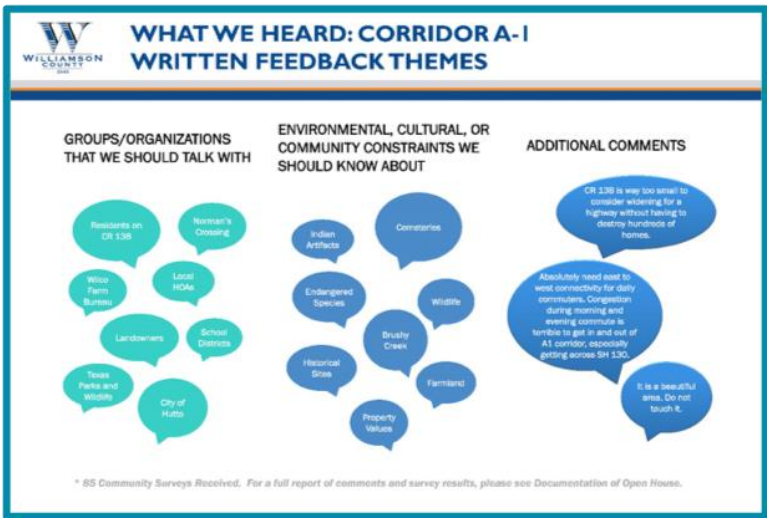


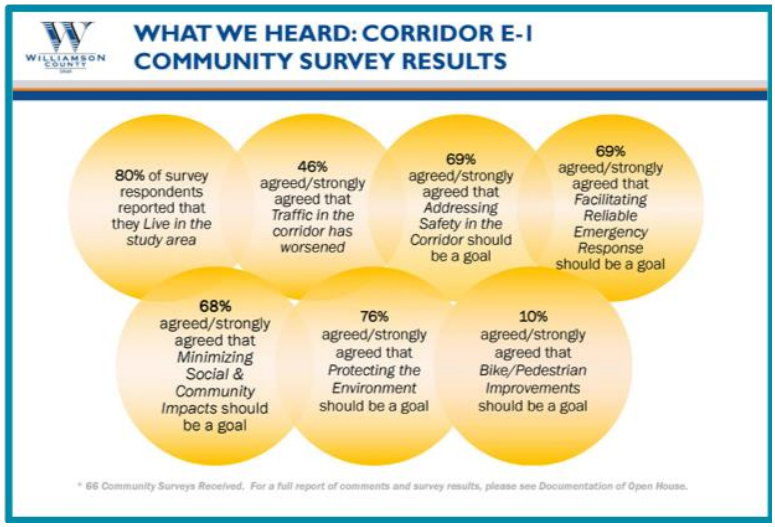







WHAT WE HEARD: CORRIDOR A-1
COMMUNITY SURVEY RESULTS
89% of survey respondents reported that they Live in the study area
54% agreed/strongly agreed that Traffic in the corridor has worsened
85% agreed/strongly agreed that Addressing Safety in the Corridor should be a goal
82% agreed/strongly agreed that Facilitating Reliable Emergency Response should be a goal
88% agreed/strongly agreed that Minimizing Social & Community Impacts should be a goal
82% agreed/strongly agreed that Protecting the Environment should be a goal
32% agreed/strongly agreed that Bike/Pedestrian Improvements should be a goal
* 85 Community Surveys Received. For a full report of comments and survey results, please see Documentation of Open House.


WHAT WE HEARD: CORRIDOR A-1
WRITTEN FEEDBACK THEMES
GROUPS/ORGANIZATIONS THAT WE SHOULD TALK WITH
ENVIRONMENTAL, CULTURAL, OR COMMUNITY CONSTRAINTS WE SHOULD KNOW ABOUT
ADDITIONAL COMMENTS
Residents on CR 138
Norman's Crossing
Wilco Farm Bureau
Local HOAs
Landowners
School Districts
Texas Parks and Wildlife
City of Hutto
Indian Artifacts
Cemeteries
Endangered Species
Wildlife
Brushy Creek
Historical Sites
Farmland
Property Values
CR 138 is way too small to consider widening for a highway without having to destroy hundreds of homes.
Absolutely need east to west connectivity for daily commuters. Congestion during morning and evening commute is terrible to get in and out of A1 corridor, especially exiting across SH 130.
It is a beautiful area. Do not touch it.
* 85 Community Surveys Received. For a full report of comments and survey results, please see Documentation of Open House.


WHAT WE HEARD: CORRIDOR E-1
COMMUNITY SURVEY RESULTS
80% of survey respondents reported that they Live in the study area
46% agreed/strongly agreed that Traffic in the corridor has worsened
69% agreed/strongly agreed that Addressing Safety in the Corridor should be a goal
69% agreed/strongly agreed that Facilitating Reliable Emergency Response should be a goal
68% agreed/strongly agreed that Minimizing Social & Community Impacts should be a goal
76% agreed/strongly agreed that Protecting the Environment should be a goal
10% agreed/strongly agreed that Bike/Pedestrian Improvements should be a goal
* 66 Community Surveys Received. For a full report of comments and survey results, please see Documentation of Open House.

DOCUMENTATION OF PUBLIC MEETING

A meeting summary was developed after the Public Meeting, which included sign in sheets, surveys, a comment response matrix, survey results, notice, comments received, and meeting materials. This summary was shared with Williamson County and made available online for the community to review.

Documentation of Public Meeting

Corridor A-1 Study

East/west connector between SH 130 and FM 3349

and

Corridor E-1 Study

North/south connector between Chandler Road and FM 1660

Meeting Location
Williamson County Expo Center
5350 Bill Pickett Trail
Taylor TX, 76574

Meeting Date and Time
August 24, 2017
5:00 p.m. – 7:30 p.m.

Translation Services
Spanish was available upon request

Presenters
None

Elected Officials in Attendance
Commissioner Madsen

Total Number of Attendees (approx.)
266

Total Number of Commenters
38 survey responses, 3 comments via email, and 1 mailed comment were received from August 24 through September 8, 2017

Summary

A. Comment response matrix.....4
B. Notices.....38
C. Sign-in sheets.....48
D. Comments received.....67
E. Figures.....157
F. Workshops.....178
G. Description of project modifications resulting from public meeting.....252

SUMMARY

Study Overview
Williamson County is conducting studies of Corridor A-1, an east/west connector between SH 130 and FM 3349, and Corridor E-1, a north/south Connector between Chandler Road and FM 1660. An Open House meeting was held on Thursday, August 24, 2017 from 5:00 to 7:30 p.m. at the Williamson County Expo Center, 5350 Bill Pickett Trail, Taylor TX, 76574.

The purpose of the meeting was to share background information and the study process, and to gather public input. 266 people signed in at the meeting.

Meeting Notice and Public Outreach
Several different methods were used to notify the public of the meeting.

Postcards
A postcard was mailed to 7188 property owners within the study areas on July 20, 2017.

Advertisements
Print ads were published on August 6th in the:

- Taylor Daily Press
- Wilco Sun

Email
Email notifications were sent from the roads@wilco.org email address on July 24, 2017 and August 23, 2017.

Additional Notification
Williamson County issued a press release on August 4, 2017.
A message was posted on Nextdoor on August 23.

Open House
The Open House format allowed attendees to come-and-go as they pleased. Registration tables Were set up where attendees signed in and were given a project fact sheet and a community survey. Project team members served as tour guides to walk the public through informational boards and maps and to answer any questions.

Attendees were encouraged to share input by:

- Writing comments directly on the maps or on sticky notes
- Completing a community survey available in paper format or online via laptops provided at the meeting

Workshops
During the public open house meeting, nine workshops were held to have collaborative discussions about addressing both the community concerns and the County's planning needs. The workshops were broken into three sections for different parts of the study area, and the public was welcome to attend one or all of the workshops.

Public Input
The public comment period occurred from August 24, 2017, through September 8, 2017. During this time, comments could be submitted via an online or paper survey, by written comments shared at the meeting, via mail or email, or on maps at the open house. Surveys completed by hand were manually entered into SurveyMonkey for reporting purposes.

Comments Received:

- 38 surveys
- 1 comment submitted by mail
- 3 comments submitted by email
- 39 comments on the A-1 Corridor maps
- 60 comments on the E-1 Corridor maps
- 10 comment forms from the workshops
- 66 maps from the workshops

ATTACHMENT A

Comment Response Matrix

COMMENT RESPONSE MATRIX

The table addresses comments received through:

- Q.5 in the Community Survey - Please share any additional comments here
- Emailed comments
- Mailed comments
- Comments submitted through the workshops

We received thoughtful and valuable input on the maps at the public meetings, through responses to the other questions in the community survey, and from the workshops. It has been documented by the County and the corridor teams, and will be evaluated and considered as the study moves forward.

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
1	Dan Lowdermilk	9/8/2017	Community Survey	I believe that the proposed E-1 corridor is not needed. We need east/west improvements, which could be handled by expanding University and Chandler, where land has already been set aside for expansion. Any north south should be through the expansion of 130, which already has the land set aside as well. I think it is wrong to try and take peoples homes and memories to meet a need that does not exist and this just appears as a land grab.	other corridors; transportation planning and growth	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. We value your input and appreciate you taking the time to comment.
2	Linda Durham	9/7/2017	Community Survey	FM 973 already has the route you are searching for and already has a VERY large ROW available. There is no need to disturb established homesites along FM3349	other corridors; transportation planning and growth	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, impacts to property owners, and social and community impacts. We value your input and appreciate you taking the time to comment.
3	Juneva Randig	9/6/2017	Community Survey	It is my understanding there are plenty of wide open spaces to the West with no homes that may make more sense. Why do we need to keep growing??? Cities can have a "no growth" policy and end this mess! You are going to be just like San Francisco where there is no place to go and cannot sell their houses because they are all upside down in their mortgages, etc. and they are moving out like flies following molasses! Cities only seem to think of $$$$'s to raise taxes, build more mess and think that is progress. It is not progress when you need to keep building schools to overcrowd things.	transportation planning and growth	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						evaluating many factors, including but not limited to land use, impacts to property owners, and social and community impacts. We value your input and appreciate you taking the time to comment.
4	Lori Duhs Benoit & Joe P. Benoit	9/6/2017	Community Survey	Please build A-1 north of Soil Conservation site 21 (near CR 137 & CR 138). Please do not build A-1 corridor road south of soil conservation site 21. This site 21 is part of a large string of ponds and creeks that feed directly into Brushy Creek from the south of Soil Conservation Site 21. This may not be very clear or visible on your maps. Some of these feeder creeks appear dry. The wildlife that follows these wet and dry creeks in abundant and migratory.	route suggestions; environmental considerations	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and water resources. These suggestions will be considered and evaluated as the study progresses. We value your input and appreciate you taking the time to comment.

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
5	Shannon Beavers/Stephen Doak	9/5/2017	Community Survey	My property will be seriously impacted by a major road being built along FM 1660. If the roadway is too wide we'd have to sell/leave. The noise/traffic could be unbearable.	transportation planning and growth; impacts to property	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, impacts to property owners, and environmental considerations such as noise. We value your input and appreciate you taking the time to comment.
6	Robert Vitek	9/2/2017	Community Survey	If this project becomes a reality, I would prefer the Corridor A1 route to be as proposed on the map. I believe this route would have a lesser impact on individuals that have homes in the area.	transportation planning and growth; impacts to property	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study this corridor involves evaluating many factors, including but not limited to

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						land use, impacts to property owners, and environmental considerations such as noise. There are no alignments or routes identified at this point, and the entire study areas are being evaluated. We value your input and appreciate you taking the time to comment.
7	Brian Snider	9/1/2017	Community Survey	Instead of adding superhighways, I would propose widening and straightening out some roads (esp. 1660, CR 138, CR 137) . Also, in Travis county, I would like Rowe to be arterial all the way from 130 to 973.	transportation planning and growth; other corridors	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations. The scope of the studies is to identify connectors in the county to enhance safety and mobility; however, your comments regarding 1660, CR138 and CR137 have been noted. We value your input and appreciate you taking the time to comment.

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
8	Carol Schmickrath	8/28/2017	Community Survey	Dear Sir and Madam, It is with a heavy heart that I watch the "progress" in our community. Beautiful farmland is being over run by subdivisions and roads. People are displacing the long-time habitat s of wild animals who also deserve a place to live. I appreciate the efforts that the county has made in contacting the citizens who will be most impacted by the pending developments. The community meeting at East View High School was well organized and well attended. My present concern is that the proposed roads will be forced through properties without deference to those who live and have businesses there. Many of the impacted residents bought and developed property with certain expectations many of which will be devastated by the Corridors such as Corridor C which may pass through my property. My suggestions are as follows: 1.Avoid old grove trees and all woodlands. 2.Avoid crossing creeks. 3. Consult the USDA soil conservation service about preservation of good soils and flooding 4.Consider land owners in the placement of the road's 5.Try to keep the road next to property lines and not through the middle of the property. 6.Consider future water sources before allowing more development. I would be pleased to serve on the Williamson County Public Involvement Team and urge you to include as many interested residents as possible. Sincerely, Carol Schmickrath	heritage and character preservation; environmental considerations; public involvement process; impacts to property; water resources and drainage	Thank you for sharing your comments and for your interest in the studies. We are happy that you found the public meeting well organized. Our first focus of the studies has been to gather community input before any routes are identified. County governments are responsible for planning effective transportation systems. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. No routes have been identified, but when we get to that point, Williamson County is committed to conducting right of way negotiations in a manner that is comprehensive in its respect for the private property and rights of landowners to support voluntarily negotiated right of way purchases. The process to study these corridors involves evaluating many factors, including but not limited to land use, property lines, water resources and drainage, and environmental considerations such as vegetation and wildlife. Our project teams are working to proactively engage with those interested in the study, we hope that you will continue to stay involved. We value your input and appreciate you taking the time to comment.

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
9	Victor V. Marek	8/28/2017	Community Survey	Smart! You had a very nice and polite group of personal. Julie Richy personally walked me thru and discussed my concern. Hats off to Wilco. But cost lots of money to do this?	public involvement process	Thank you for sharing your comments and for your interest in the studies. We are happy that you found the public meeting worthwhile and that Ms. Richey was able to provide you with personal attention. Our first focus has been to inform the community about the studies and gather input before any routes are identified. While it does cost the County money to host outreach events, we believe early participation by communities makes projects better and we are committed to a robust public involvement effort. We value your input and appreciate you taking the time to comment.
10	Juneva Randig	8/28/2017	Community Survey	Proposed growth could be stopped. Cities could promote a "no growth community" to help schools and all other necessary things as keeping our farm and ranch land and water resources. Common sense helps all causes.	transportation planning and growth; impacts to property; water resources and drainage	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and water resources. We value your input and appreciate you taking the time to comment.
11	Roselind Wieland	8/28/2017	Community Survey	We do not need to lose the farm land!	transportation planning and growth; impacts to property	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and water resources. There is no alignment or route identified at this point, as the entire study area is being

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						evaluated. We value your input and appreciate you taking the time to comment.
12	Tim Teichelman	8/28/2017	Community Survey	There is no need for this project. It is not this community's responsibility to address or solve the Taylor Chamber of Commerce or Austin metro areas' mobility problems. Williamson Co is in violation of Federal air quality standards. Real estate developers are not supposed to use public resources to facilitate their real estate projects.	transportation planning and growth; impacts to property	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						environmental considerations such as wildlife and natural resources. We value your input and appreciate you taking the time to comment.
13	Wynette Lessner	8/28/2017	Community Survey	I do not like neighbors being asked to pick a route that pit neighbors against each other! Why ask this of people!!!	public involvement process	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. The study kicked off in April 2017 and our first focus has been to gather input before any routes are identified, because we believe early participation by communities make projects better. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. We value your input and appreciate you taking the time to comment.
14	Roy Lessner	8/28/2017	Community Survey	Cannot condone building a Toll Road on Farm Land!	transportation planning and growth; impacts to property; funding	Thank you for sharing your comments and for your interest in this study. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. Funding for construction of transportation projects can come from many sources; the most common are partnerships between federal, state, county, and city governments. Tolls are a possible funding source but we are still in the early stages of planning and construction funding sources have not yet been identified. We value your input and appreciate you taking the time to comment.
15	Donna Rinehart	8/28/2017	Community Survey	We need the farm land, preserve the farm land. Respect family farms that have been in agricultural operation for many years! Why can't the study area be expanded out to FM 973 area?	heritage and character preservation; impacts to property; route considerations	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and natural resources. We value your input and appreciate you taking the time to comment.
16	Becky Prasatik	8/28/2017	Community Survey	On County 101, Brushy Creek Water Control & Improvement District, Site 25 is our property. We have planned for years to build our dream house there. The proposed corridor would crush that dream, because the traffic noise would be very disturbing. We know this, because we built a house in a nice quiet neighborhood in Cedar Park. Now 183A has lowered the value of all the homes near 183A and the noise is non-stop, preventing a good night's sleep and tranquility that we once enjoyed.	impacts to property; other corridors	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and natural resources. Routes have not yet been identified and we are evaluating the entire study areas . We value your input and appreciate you taking the time to comment.

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
17	Douglas R. Urbands	8/28/2017	Community Survey	This is farming country not racetracks for city dwellers.	transportation planning and growth; heritage and character preservation	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and natural resources. We value your input and appreciate you taking the time to comment.
18	Bonnie Kaderka	8/28/2017	Community Survey	Please Please take the toll road (which is not necessary) to land where there is no homes and orchards, etc. If you "leaders" that make these decisions please pray about what you are doing to the honest man or woman because you will answer to a higher authority one day. Your survey questions are designed for passage of toll	transportation planning and growth; funding	Thank you for sharing your comments and for your interest in this study. County governments are responsible for planning effective transportation systems. Funding for construction of transportation projects can come from many sources; the most common are partnerships between federal, state, county, and city

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
				road - so so very sad - no wonder people are skeptical!		governments. Tolls are a possible funding source but we are still in the early stages of planning and construction funding sources have not yet been identified. We value your input and appreciate you taking the time to comment.
19	Robert Kaderka	8/28/2017	Community Survey	Don't want road next to my property	transportation planning and growth; impacts to property	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and natural resources. We value your input and appreciate you taking the time to comment.

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
20	Morgan Wendland	8/28/2017	Community Survey	Use existing Hwy (1660) north of Hutto. Move corridor to connect to 1660 @ Monadale - From there 1/2 mile to Chandler - 4-5 miles to Hwy 29 @ Jonah CR 133 - intersects 1660 @ Monadale - go south on 133 to 79 - then south to connect 1660 southeast of Hutto - and connect to 130 at that point instead of 3349 Very few houses along this route - farmland mostly	route suggestions	Thank you for sharing your comments and for your interest in the studies. These suggestions will be considered and evaluated as the study progresses. We value your input and appreciate you taking the time to comment.
21	Michael Roepke	8/28/2017	Community Survey	I'm opposed to the land-grab & taking away our farmland. We choose to live in East WilCo Countryside. We didn't choose to live in a city, so we should not suffer because of Hutto & Taylor	transportation planning and growth; heritage and character preservation	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and natural resources. We value

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						your input and appreciate you taking the time to comment.
22	Katherine Hess	8/28/2017	Community Survey	Where is the budget?	funding	Thank you for sharing your comments and for your interest in this study. County governments are responsible for planning effective transportation systems. Funding for construction of transportation projects can come from many sources; the most common are partnerships between federal, state, county, and city governments. Tolls are a possible funding source but we are still in the early stages of planning and construction funding sources have not yet been identified. We value your input and appreciate you taking the time to comment.
23	Lyn Upton	8/28/2017	Community Survey	Don't want this road through my house or even close to my house	transportation planning and growth	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and natural resources. We value your input and appreciate you taking the time to comment.
24	Denis Watkins	8/28/2017	Community Survey	Would like the whole plan discussed. Widen Toll Road 130 Making Hwy 29 6 lanes to Granger The corridor to Burnet "Please show the public the whole plan" "Talking about the East High Meeting"	other corridors; public involvement process	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. The studies kicked off in April 2017 and our first focus has been to gather input before any routes are identified, because we believe early participation by communities make projects better. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The scope of these studies is to identify connectors in the county to enhance safety and mobility; however, your comments regarding SH 130 and SH 29 have been noted. We value your input and

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						appreciate you taking the time to comment.
25	James Upton	8/28/2017	Community Survey	WE LIKE WHERE WE LIVE. BEEN THERE A LONG TIME.	transportation planning and growth	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and natural resources. We value your input and appreciate you taking the time to comment.

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
26	John Morgan	8/28/2017	Community Survey	This survey is carefully constructed to skew the results towards a positive result and manipulate the statistics. Only an idiot would respond negatively to improving safety and improving traffic flow. NO TOLL ROADS!! It's a secondary tax.	public involvement process; funding	Thank you for sharing your comments and for your interest in this study. County governments are responsible for planning effective transportation systems. The studies kicked off in April 2017 and our first focus has been to gather input before any routes are identified, because we believe early participation by communities make projects better. Funding for construction of transportation projects can come from many sources; the most common are partnerships between federal, state, county, and city governments. Tolls are a possible funding source but we are still in the early stages of planning and construction funding sources have not yet been identified. We value your input and appreciate you taking the time to comment.
27	L. Simmons-Linden	8/28/2017	Community Survey	There is growth coming this way. I really feel we need to prepare for it now. This is the reality of it! If we don't do something now, it will cost more and be more of a burden later when the current roadways are torn up because of all the traffic and large trucks that will come with growth and development.	transportation planning and growth	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and natural resources. We value your input and appreciate you taking the time to comment.
28	Michelle Bouzek	8/28/2017	Community Survey	Our home and farm is in this study and we moved from the city to have peace, stars, low noise & light pollution. What's wrong with 79! Our animals do not need the road coming thru or by our property!	environmental considerations; heritage and character preservation; other corridors	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						environmental considerations such as wildlife and natural resources. We value your input and appreciate you taking the time to comment.
29	Matthew Southard	8/24/2017	Community Survey	If CR 138 is picked as the preferred location for the A-1 Corridor, please address the following with residents: Extent of eminent domain needed for buying out of property in Lakeside Estates, Adding noise reduction retaining walls at the perimeter of the subdivision to mitigate noise pollution, adding of additional entrances to the Lakeside Estates subdivision to facilitate continued access to Gattis School Rd or 130 feeder road, What is the potential for additional commercial zoning to coincide with buying out of lakeside estates homes? Will more homes be bought out to facilitate commercial zoning along feeder roads?	environmental considerations; other corridors; transportation planning and growth	
30	JULIE TIETJE	8/24/2017	Community Survey	WE MOVED TO OUR PROPERTY ON 129 JUST SOUTH OF BRUSHY CREEK LESS THAN 5 YEARS AGO TO GET OUT OF THE CITY AND AWAY FROM THESE SO CALLED IMPROVEMENTS. LEAVE OUR WIDE OPEN SPACE ALONE. SEE THE CAMPO PROJECTION AND THEY POINT TO THE FACT THAT THE GROWTH IN THE EAST WILLIAMSON COUNTY AREA WILL BE MINIMAL AND THEREFORE NO HUGE CORRIDOR IS NEEDED TO CRISS CROSS THE BLACKLAND PRAIRIE OF E WILLIAMSON COUNTY.	heritage and character preservation	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and natural resources. We value your input and appreciate you taking the time to comment.
31	Diane Naivar	9/6/2017	Email	It is very discouraging that county officials have these plans in mind that affect all citizens. So many roads will cause huge amounts of flooding and large tax increases. FM 3349 and FM 1660 have no need for such large expansions. There is a toll road only 6 miles away that could be improved and tolls removed. People would then use it. Instead you want to waste taxpayer's money. This is a land grabbing/money hungry project that will benefit a few people. God has a special place for you!!	water resources and drainage; funding; transportation planning and growth; other corridors	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						environmental considerations such as wildlife and natural resources. We value your input and appreciate you taking the time to comment.
32	TL Webstuff	8/25/2017	Email	Build the new roadway along 3349 from 1660 northward. At Hwy 79 continue in a straight line northward, just east of Soil Conservation Service site 25 Reservoir lakes dam, until this line intersects 368. Continue Northward along 368 until intersecting Chandler Rd.	route suggestions	Thank you for your interest in the studies. These suggestions will be considered and evaluated as the study progresses. We value your input and appreciate you taking the time to comment.

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
33	Juneva Randig	8/23/2017	Email	As a property owner along County Road 101, where nine wrecks have occured in less than three years with gravel truck, pick-ups, cars and you name it always landing through my 5 strand barbed wire fence with metal T-Posts and larger metal posts. There has always been damage to my property because of the poor road condition on County Road 101; however, this did not happen until Chandler Road was constructed and every large 24 yard, 18 wheeler in the country uses it as a cut-through to beat the Policing forces on major roads. Hence, this has taken a huge negative toll on County Road 101 with smaller culverts and a road truly intended for smaller vehicle usage. I have had to call Constables, Sheriffs, Police Units and Fire Trucks out when these wrecks occur. Just two weeks ago, a 24 yard 18 wheeler was dragging a chain behind his truck and came down the road sparking and it got wrapped around his back tire and finally broke, but, not before starting a major fire in my pasture that needed 6 fire trucks out to put out the blaze with such a high wind that day. The truck did not stop and others had to call 911 to report the fire. We can totally do without those folks on our little County Road 101. Now, I am all for repairing County Road 101, as it is in a total state of disrepair due to truck travels. I am totally against widening the road to wipe out pastures, houses, etc. to make a wider road than the Toll Roads, Chandler Road, etc. That is total	safety; water resources and drainage; transportation planning and growth; other corridors; heritage and character preservation	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and water resources. The scope of these studies is to identify connectors in the county to enhance safety and mobility; however, your comments regarding CR 101 been noted. Additionally, we will forward your comment to our maintenance crews and request that they continue to monitor CR 101 closely. We value your input and appreciate you taking the time to comment.

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
				nonsense. As far as I am concerned about growth----------Cities have the authority to have a "No Growth" and it will put a stop to this building schools out of the wazoo and all of this other planning they are wracking their brains over with roads, etc. Surely, some growth is evident in order for anything to prosper, but, we do not need to try to act like larger cities and of course, as we all know, the Boom does go Bust sooner or later!!! Water is also a problem. If it were not in this area, cities like Austin, etc. would not be rationing water to only mow lawns certain days!! Seems as though folks that were not raised on a wonderful farming, ranching, country environment only tend to see "$$$$$" in their eyes for Tax Revenue. Bigger is not better, as it is proven over and over. With this said, "I am in favor of remodeling County Road 101 to only carry necessary traffic, as it was always designed for, and not to make a total runway for those 18 wheelers that will only destroy it quickly." I am not including 18 wheeler Farming necessities, as this is what we stand for in this area. Let Agriculture die and a Nation will die!!! It is also not a bit necessary to widen the corners of CR 101 and CR 160, as that is a 2 mile stretch of dead end road. It is perfectly fine as is, just come out and retop it when it is time.		

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
34	Terry Dolan	8/23/2017	Mail	I do not want my comments to imply approval or support for any mobility improvements in Corridors Al and E-1. However, I want to suggest options to what has been shown in the Long Range Transportation Plan of Williamson County. The attached maps showing options for N/S and E/W controlled access roads would have these advantages: 1. Disrupts the least amount of farming between Hutto and Taylor and avoids heritage farms. 2. Borders Hutto 2040 Future Land Use Agricultural/Open Space area. 3. Preserves Norman's Crossing community area. 4. Puts controlled access roads closer to Mega Site for easy access. 5. Avoids ski lake on CR 101. 6. FM 3349 and CR 102 remain as arterial roads and are available for use during construction of Controlled Access roads. 7. Could create a "loop" around Hutto. 8. Handles NE to SW traffic (Taylor area to Pflugerville area) and back. 9. Handles Hwy 95/FM 973 area traffic from the SE to NW and back. Option 2 would have some of the same advantages but would disrupt much more farming.	route suggestions; heritage and character preservation; environmental considerations	Thank you for sharing your comments and for your interest in the studies. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and natural resources. These suggestions will be considered and evaluated as the study progresses. We value your input and appreciate you taking the time to comment.
35	Unknown	8/24/2017	Workshop Comment Form E-1 North	Fix CR 101 and designate it as Hutto's 1660 by-pass for the 18 wheelers to go.	other corridors	Thank you for sharing your comments and for your interest in this study. Currently, there is no alignment or route identified at this point, as the entire study area is being evaluated. This

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						suggestion will be considered and evaluated as the study progresses We value your input and appreciate you taking the time to comment.
36	Richard Buckhorn	8/24/2017	Workshop Comment Form E-1 North	Take the money that you would spend on the E-1 road and pay off SH 130 changiing it to a public road (No toll) The future growth can use that existing road rather than building new road and destroying family and public property. (Lots of property already taken up along 130 opposed by adding lanes)	funding; transportation planning and growth; other corridors	Thank you for sharing your comments and for your interest in this study. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. SH 130 is owned and operated by TxDOT and the County does not have the ability to dictate how that roadway operates. There is no alignment or route identified at this point, as the entire study area is being evaluated, and all input and suggestions will be considered as the study progresses. We value your input and appreciate you taking the time to comment.

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
37	Unknown	8/24/2017	Workshop Comment Form E-1 North	How are you handling flooding areas? The more concrete the worse it floods. I see you have San Gabriel to cross. Our property floods approximately 50 feet tall at times when it rains and it is on the San Gabriel River. My husband is a veteran and does not approve of the road or park on oout land and neither do I. Our property is between Hwy 29 and San Gabriel River. NO ROAD NO PARK too much flood. Where will you get the water for all this growth you claim is coming? Taxes are too high now. Retired people can't pay them.	transportation planning and growth; water resources and drainage; funding; transportation planning and growth	Thank you for sharing your comments and for your interest in this study. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. Planning for how to deal with potential flooding and other water resources will be one of the many factors evaluated as the process to study this corridor evolves. Currently, there is no alignment or route identified at this point, as the entire study area is being evaluated, and all input and suggestions will be considered as the study progresses. We value your input and appreciate you taking the time to comment.
38	Joe Calao	8/24/2017	Workshop Comment Form E-1 North	New bridge on 368 crossing can be elevated in case of a flood. Bridge over San Gabriel on 1660 has been impacted by floods. Costs less to build a new bridge, then to tear down, elevate and build new. This gives a second river crossing. It would be less costly and impactful to build and use CR 368 over San Gabreil that CR 101 or FM 1660. Building on CR 368 would help traffic flow during and after construction.	transportation planning and growth; water resources and drainage; other corridors; route suggestions	Thank you for sharing your comments and for your interest in the studies. These suggestions will be considered and evaluated as the study progresses. We value your input and appreciate you taking the time to comment.

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
39	Jeff Keys	8/24/2017	Workshop Comment Form E-1 North	A public workshop with this format presents a difficulty in that there is no information about just where all this mobility for the projected growth is to be directed. All we heard is "from north to south." Treating Austin as the elephant outside the room is insufficient. Wilco needs to decide HOW it will grow.	public involvement process; transportation planning and growth	Thank you for sharing your comments and for your interest in this study. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. The meeting format was selected because it provides an opportunity to first gather community input before alignments are developed. We are planning ahead so we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. We value your input and appreciate you taking the time to comment.
40	Duane Toavs	8/24/2017	Workshop Comment Form E-1 North	Proposal for route HWY 79 -> 373&368 connected to HWY 29 Benefits 1. Reduce impact of construction schedule traffic continues on CR 101 2. Adds a new bridge across river near 29 to provide a second route across river during extreme flooding	route suggestions	Thank you for sharing your comments and for your interest in the studies. These suggestions will be considered and evaluated as the study progresses. We value your input and appreciate you taking the time to comment.
41	Bonnie Kaderka	8/24/2017	Workshop Comment Form A-1 E and E-1 S	Does not need a road this magnitude - DO NOT take out homes and pecan orchards that were planted 32 years ago (150 improved variety trees) - 50 ft. tall. They cannot be replaced - they are an endangered species!! Please go elsewhere- There is not enough growth to justify!	transportation planning and growth; environmental considerations	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and natural resources. We value your input and appreciate you taking the time to comment.
42	Micki Eubanks	8/24/2017	Workshop Comment Form A-1 E and E-1 S	My bee farm will be impacted by the N/S corridor. I want to know what effect the noise and lights from a major highway is going to affect the production of my bees. Everything I have read and researched report that noise and unnatural light is detrimental to hive health and honey production.	transportation planning and growth; environmental considerations	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and water resources. There is no alignment or route identified at this point, as the entire study area is being evaluated. We value your input and appreciate you taking the time to comment.
43	Robert Kaderka	8/24/2017	Workshop Comment Form A-1 E and E-1 S	Don't want no more roads on or near my property	transportation planning and growth	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and

Public Comments and Williamson County Reponses

#	Commenter Name	Date Received	Source	Comment	Themes	Response
						environmental considerations such as wildlife and natural resources. We value your input and appreciate you taking the time to comment.
44	Charles Jordan	8/24/2017	Workshop Comment Form A-1 E and E-1 S	Concerns about creek (Brushy) and the environment particularly east of SH 95 at Coupland. The north side of the creek going east seems more practical. What would be the eastern terminus in the next county? Is this being coordinated?	transportation planning and growth	Thank you for sharing your comments and for your interest in the studies. County governments are responsible for planning effective transportation systems. Williamson County has experienced tremendous growth and current population projections show this growth will continue. This growth necessitates progressive planning to better serve the increased number of residents, visitors, and vehicles in the County. Corridors A-1 and E-1 would increase connectivity in eastern Williamson County to accommodate current traffic and anticipated growth. By planning ahead, we can best coordinate with property owners, businesses, and the community, in order to safely and efficiently accommodate existing and future transportation needs. The process to study these corridors involves evaluating many factors, including but not limited to land use, and environmental considerations such as wildlife and natural resources. We value your input and appreciate you taking the time to comment.

ATTACHMENT B

Notices

- Advertisements
  - Wilco Sun.....39
  - Taylor Press.....41
- Postcard.....43
- E-mail notification.....44
- Press release.....46
- Social media.....47

PUBLIC OPEN HOUSE & WORKSHOP

Corridor A-1 and E-1 Planning Studies

For future corridor preservation efforts, Williamson County is studying Corridors A-1 (east/west connector between SH 130 and FM 3349) and E-1 (north/south connector between Chandler Road and FM 1660).

Public input is an essential part of the study process and the County wants to work closely with the community. Please join us for an additional opportunity to learn about these studies and to provide your input.

Study areas for both corridor studies have been expanded from what was shown at previous meetings. Alignments provided by stakeholders at the first round of open houses will be made available for community comments.

August 24, 2017

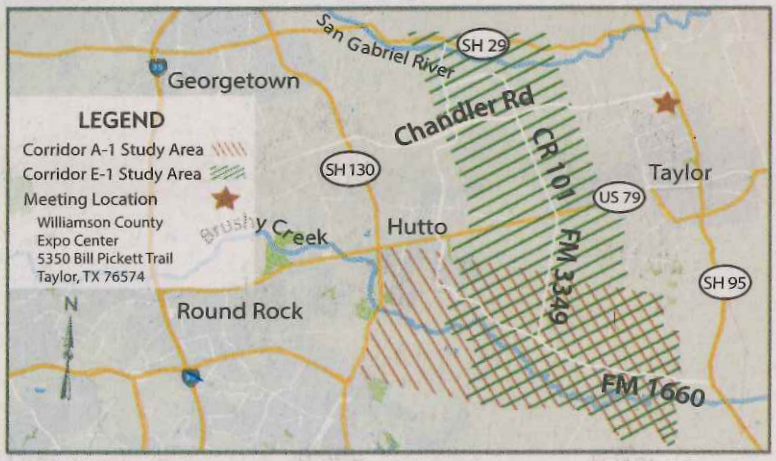
5:00 - 7:30 PM

Williamson County Expo Center

5350 Bill Pickett Trail
Taylor, TX 76574

We will be facilitating 30-minute working group roundtable discussions at 5:30 PM, 6:15 PM, and 7:00 PM to allow stakeholders to hear from each other.

The public is invited to come-and-go as they please. Materials provided at previous open houses will be available.



FOR MORE INFORMATION

www.WilCo.org/Corridors
Corridor A-1 and Corridor E-1
roads@wilco.org or call 512-943-1195
@wilcogov /wilcogov

This meeting will be conducted in English and a Spanish translator will be available.

For any special accommodation requests, please contact us at roads@wilco.org or 512-943-1195. Every reasonable effort will be

1/18/2019
BidSync
Williamson County, Texas
1812-284
p. 84

Affidavit of Publisher to Publication of Legal Notice

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
IN THE MATTER OF

Concept Development & Planning
Public Open House & Workshop
Corridor A-1 and E-1 Planning Studies
Williamson County Expo Center
August 24, 2017

The Williamson County Sun/Sunday Sun, newspapers of general circulation, have been continuously and regularly published for a period of not less than one year in the County of WILLIAMSON, Texas, preceding the date of the above-referenced notice, as provided in the Texas Probate Code for the services of citation or notice by publication. Said notice was published in said paper as follows:

First insertion 6th day of August, 2017
Second insertion _____ day of August, 2017
Third insertion _____ day of August, 2017
Fourth insertion _____ day of August, 2017

Newspaper Representative

Subscribed and sworn to before me, this
7th day of August, 2017.

Witness my hand and official seal.

Rosita Elsom

Rosita Elsom, Notary Public
My Commission Expires February 11, 2019

BidSync

Williamson County, Texas

1/18/2019

PUBLIC OPEN HOUSE & WORKSHOP

Corridor A-1 and E-1 Planning Studies

For future corridor preservation efforts, Williamson County is studying Corridors A-1 (east/west connector between SH 130 and FM 3349) and E-1 (north/south connector between Chandler Road and FM 1660).

Public input is an essential part of the study process and the County wants to work closely with the community. Please join us for an additional opportunity to learn about these studies and to provide your input.

Study areas for both corridor studies have been expanded from what was shown at previous meetings. Alignments provided by stakeholders at the first round of open houses will be made available for community comments.

August 24, 2017

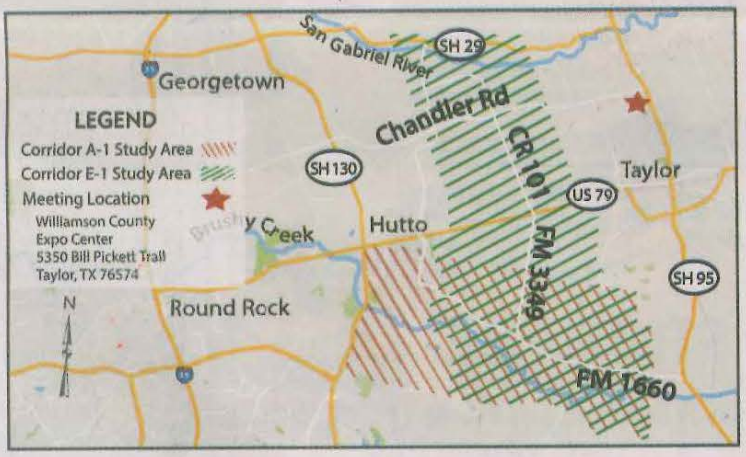
5:00 - 7:30 PM

Williamson County Expo Center

5350 Bill Pickett Trail
Taylor, TX 76574

We will be facilitating 30-minute working group roundtable discussions at 5:30 PM, 6:15 PM, and 7:00 PM to allow stakeholders to hear from each other.

The public is invited to come-and-go as they please. Materials provided at previous open houses will be available.



FOR MORE INFORMATION

www.WilCo.org/Corridors
Corridor A-1 and Corridor E-1
roads@wilco.org or call 512-943-1195
@wilcogov /wilcogov

This meeting will be conducted in English and a Spanish translator will be available.

For any special accommodation requests, please contact us at roads@wilco.org or 512-943-1195. Every reasonable effort will be made to accommodate communication and mobility needs.

BidSync
Williamson County, Texas
1812-284
p. 86

STATE OF TEXAS

PUBLISHER'S AFFIDAVIT

COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, this day personally

appeared Richard Stone and after being by me duly sworn, says that he is the Publisher of the Taylor Press, a newspaper published in and with general circulation in Williamson County, Texas, and that the Notice, a copy of which is hereto attached, was published in said newspaper on the following date (s):

August 6th A.D. 20 17

SUSCRIBED AND SWORN TO before me, this the 22nd day of August A.D. 20 17

CAROLYN HILL
Notary Public, State of Texas
Expires MAY 2, 2019
I.D.# 1231054-5

Carolyn Hill

Notary Public in and for Williamson County, Texas

PUBLIC OPEN HOUSE & WORKSHOP

Corridor A-1 and E-1 Planning Studies

For future corridor preservation efforts, Williamson County is studying Corridors A-1 (east/west connector between SH 130 and FM 3349) and E-1 (north/south connector between Chandler Road and FM 1660).

Public input is an essential part of the study process and the County wants to work closely with the community. Please join us for an additional opportunity to learn about these studies and to provide your input.

Study areas for both corridor studies have been expanded from what was shown at previous meetings. Alignments provided by stakeholders at the first round of open houses will be made available for community comments.

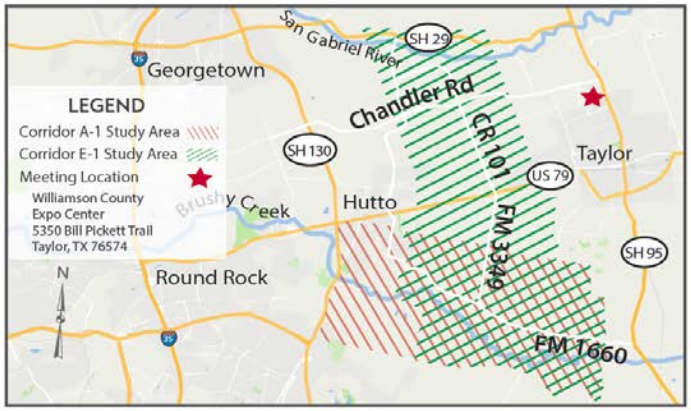
August 24, 2017

5:00 – 7:30 PM

Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574

We will be facilitating 30-minute working group roundtable discussions at 5:30 PM, 6:15 PM, and 7:00 PM to allow stakeholders to hear from each other.

The public is invited to come-and-go as they please. Materials provided at previous open houses will be available.



FOR MORE INFORMATION

www.WilCo.org/Corridors
Corridor A-1 and Corridor E-1
roads@wilco.org
or call 512-943-1195
@wilcogov
/wilcogov

This meeting will be conducted in English and a Spanish translator will be available.

For any special accommodation requests, please contact us at roads@wilco.org or 512-943-1195. Every reasonable effort will be made to accommodate communication and mobility needs.

WILLIAMSON COUNTY
1848

710 S. Main St., Ste. 101
Georgetown, TX 78626

Corridor A-1 and Corridor E-1 Update 7.24.17

Thank you to those who attended the Corridor A-1 Public Open House on June 6 and the Corridor E-1 Public Open House on June 27. We appreciate your time and your input. The materials shared at the Public Open House meetings are available on the Williamson County Website.

Click here to learn more about **Corridor A-1.**
Click here to learn more about **Corridor E-1.**

The County is working towards future corridor preservation by studying Corridor **A-1** to identify an east/west connector between SH 130 and FM 3349 and **Corridor E-1** to identify a north/south connector between Chandler Road and FM 1660. These studies will serve as an important planning step to accommodate the anticipated growth in this area of the County over the next 10 years and beyond.

Study areas for both corridor studies have been expanded based on public input from what was previously shared. Please join us for an additional opportunity to learn about the studies and to provide your input.

PUBLIC OPEN HOUSE AND WORKSHOP

August 24, 2017
5:00 – 7:30 PM

Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574

We will be facilitating 30-minute working group roundtable discussions at 5:30 PM, 6:15 PM, and 7:00 PM to allow stakeholders to hear from each other. Materials provided at previous open houses will be available. Alignments provided by stakeholders at the first round of open houses will be made available for community comments. The public is invited to come-and-go as they please.
This meeting will be conducted in English and a Spanish translator will be available. For any special accommodation requests, please contact us at raods@wilco.org or 512-943-1195. Every reasonable effort will be made to accommodate communication and mobility needs.

Public comments are welcome at any time. Please share using one of the below methods:

- Mail: Williamson County Public Information
  710 S. Main St., Ste. 101
  Georgetown, TX 78626
- E-mail: roads@wilco.org – include “Corridor A-1” or “Corridor E-1” in the subject line

For more information:
wilco.org/corridors | roads@wilco.org | 512.943.1195 (voice message only)

A-1 and E-1 Corridors Open House August 24

A second public open house will be held on **Thursday, August 24, from 5 to 7:30 p.m.** for both the A-1 and E-1 corridors. The meeting will be in an open house format and all are welcome to attend at their convenience. Study areas for both corridors have been expanded based on public input. In addition, we will be hosting 30-minute working group discussions at 5:30 p.m., 6:15 p.m. and 7 p.m. to allow stakeholders to hear from each other. Three discussion groups will be divided into: E-1 North; E-1 South and A-1 East; and A-1 West. A map of the expanded A-1 / E-1 study area is available here.

August 24, 5:00-7:30 p.m.
Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574
*All materials shared at the public meeting will be available online after the meeting.

Below are answers to a few frequently asked questions:

Why are these Corridors being studied?
These corridors were selected because they are in or near areas of high growth. The County recognized that these are areas where more connection and mobility options are needed to safely and efficiently accommodate existing and future transportation needs.

Why is the County studying these corridors now?
Williamson County has experienced tremendous growth over the past 20 years. The County's continued growth requires progressive planning in order to keep pace with the increase in the number of residents and vehicles. Current population projections show this growth to continue.

Williamson County cares about the people and businesses who have chosen to make this area their home. The County government is responsible to plan for effective regional transportation. If Williamson County doesn't plan for it, we cannot protect what is important to the community. If the County does not at least preserve the corridor, then the opportunity will be lost as development may continue to occur resulting in constraints to developing a transportation corridor.

What is the Williamson County Long-Range Transportation Plan (LRTP)?
The LRTP is a guiding document that Williamson County is responsible to develop to show how to accommodate transportation and mobility now and in the future. This plan has been updated and will continue to be updated based on current needs, growth projections, anticipated future mobility needs, and safety of Williamson County. The planning process to develop the LRTP involves working with the public, cities, neighboring counties, and transportation and planning agencies to get input and coordinate connectivity and mobility. More information on the LRTP is available here.

The County believes community input makes better projects, and we encourage you to share your comments and to stay involved.

Public Information Office Media Release

PUBLIC OPEN HOUSE FOR STUDIES ON CORRIDORS A-1 and E-1

August 15, 2017 (Williamson County, TX) – Williamson County is hosting a public open house and workshop for studies on Corridors A-1 and E-1 in eastern Williamson County on Thursday, August 24, from 5 to 7:30 p.m. at the Williamson County Expo Center, 5350 Bill Pickett Trail, Taylor, TX 76574. The corridors are needed to increase connectivity in eastern Williamson County due to projected growth. Corridor A-1 is an east/west connector between SH 130 and FM 3349. Corridor E-1 is a north/south connector between Chandler Road and FM 1660. This open house and workshop is an additional opportunity to learn about these studies and for the public to provide input.

The purpose of the open house and workshop is to receive input from the public regarding concerns and identifying constraints. We will be facilitating 30-minute working group roundtable discussions at 5:30 p.m., 6:15 p.m. and 7:00 p.m. to allow stakeholders to hear from each other. The public is invited to come-and-go as they please. Materials provided at previous open houses will be available. Alignments provided by stakeholders at the first round of open houses will be made available for community comments.

The County wants to work closely with the community to plan a road that will meet their needs into the future. These studies are two of several corridor studies the County is planning as part of the Williamson County Long-Range Transportation Plan.

Public input is encouraged at any time. To be included in open house summary reports, comments must be received by September 8. Comments received after this date will be included in future reports. Please submit comments via mail, email, or phone.

- Complete a written community survey at the meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- Email: roads@wilco.org
- Take the online survey for Corridor A-1 or E-1 at www.wilco.org/corridorA1 or www.wilco.org/corridorE1.

For more information, visit the website at www.wilco.org/corridors. If you would like to receive e-mail updates on the study, please send an email to roads@wilco.org with “Corridor A-1/E-1 Updates” in the subject line. Information also is available by calling 512-943-1195 and leaving a voice message for a return call.

NEXTDOOR POST

Williamson County

Create post

- Home
- Inbox 6
- Map & Metrics
- Invite residents
- Events

AGENCY

- Directory
- Add staff members

HELP

- Agency User Community
- Help center

© Nextdoor 2017
About Blog Terms of Service

8/24 Public Input Open House for WilCo Corridors A-1 and E-1

Public Affairs Manager Connie Watson from Williamson County · 23 Aug

A second public open house will be held on Thursday, August 24, from 5 to 7:30 p.m. for both the A-1 and E-1 corridors. The meeting will be in an open house format and all are welcome to attend at their convenience. Study areas for both corridors have been expanded based on public input. In addition, we will be hosting 30-minute working group discussions at 5:30 p.m., 6:15 p.m. and 7 p.m. to allow stakeholders to hear from each other. Three discussion groups will be divided into: E-1 North; E-1 South and A-1 East; and A-1 West. A map of the expanded A-1 / E-1 study area is available here.

August 24, 5:00-7:30 p.m.
Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574

*All materials shared at the public meeting will be available online after the meeting.

23 Aug · Subscribers of Williamson County in 23 neighborhoods in Crime & Safety

★ Micki thanked you

This discussion has been closed.

ATTACHMENT C

Sign-in Sheets

17

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
David W Marek	[redacted]			Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Marilyn Morgan				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Ed Morgan				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Joe Blackmon				Newspaper ✓ Mail ✓ E-mail___ Social Media___ Other Phone
Roselind Wieland				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Mary Beltran				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Ruben Beltran				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Bryan Holubec				Newspaper___ Mail___ E-mail___ Social Media ✓ Other ___
Bonnie Kaderka				Newspaper ✓ Mail ✓ E-mail ✓ Social Media ✓ Other ___
Robert Rinehart				Newspaper ✓ Mail ✓ E-mail ✓ Social Media___ Other ___
Robert Vitek				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Tressie Landry				Newspaper___ Mail ✓ E-mail___ Social Media___ Other ___
Herbert & Mary Koch				Newspaper___ Mail___ E-mail___ Social Media___ Other mail to us
Roy & Wynette Lessner				Newspaper___ Mail___ E-mail___ Social Media___ Other ~~to~~ previous meetings
Ryan Collett				Newspaper___ Mail___ E-mail___ Social Media___ Other ___

BidSync

Williamson County, Texas

1/18/2019

WILLIAMSON COUNTY 1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
Juneva Randig	[redacted]			Newspaper___ Mail✓ E-mail✓ Social Media___ Other ___
Doug Kruse				Newspaper___ Mail___ E-mail✓ Social Media___ Other ___
[illegible]				Newspaper___ Mail___ E-mail X Social Media X Other ___
Toni Winkler				Newspaper✓ Mail✓ E-mail___ Social Media___ Other ___
Rose M. Kuntz				Newspaper___ Mail___ E-mail___ Social Media___ Other OTHER
Donna Rinehart				Newspaper✓ Mail✓ E-mail✓ Social Media___ Other ___
Matt Toavs				Newspaper___ Mail___ E-mail___ Social Media___ Other ✓
Richard & Jean Buchhor				Newspaper___ Mail✓ E-mail___ Social Media___ Other email
Kelly Landry				Newspaper___ Mail___ E-mail___ Social Media___ Other I live here!
Alvie & Eileen Brons				Newspaper X Mail___ E-mail___ Social Media___ Other ___
Russ Boles				Newspaper___ Mail___ E-mail✓ Social Media___ Other ___
Cindy House				Newspaper___ Mail✓ E-mail✓ Social Media___ Other ___
Kate Fitzpatrick				Newspaper___ Mail___ E-mail___ Social Media___ Other .com
Debi Mikulencak				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Douglas Stauffer				Newspaper✓ Mail___ E-mail___ Social Media___ Other ___

BidSync

Williamson County, Texas

WILLIAMSON COUNTY 1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
Sharon Avant	[redacted]			Newspaper___ Mail___ E-mail___ Social Media___ Other X
J & Jeff Jeremy Keeys				Newspaper___ Mail___ E-mail___ Social Media✓ Other ✓
Katherinne Toaus				Newspaper X Mail___ E-mail___ Social Media___ Other
Peter Bryan				Newspaper___ Mail___ E-mail___ Social Media___ Other
Matthew Southard				Newspaper___ Mail___ E-mail✓ Social Media___ Other
Lowrence R Castro				Newspaper___ Mail___ E-mail___ Social Media___ Other ✓
William Hohl				Newspaper___ Mail___ E-mail X Social Media___ Other
Ella Jez				Newspaper___ Mail___ E-mail___ Social Media___ Other
Laurence Yvonne Meissn				Newspaper___ Mail___ E-mail___ Social Media___ Other
Mike Cooper				Newspaper___ Mail___ E-mail___ Social Media✓ Other
Lois Duncan				Newspaper X Mail___ E-mail___ Social Media___ Other
ALLISON TANGEMAN				Newspaper___ Mail___ E-mail___ Social Media___ Other
Virgil Schweitzer				Newspaper___ Mail___ E-mail___ Social Media___ Other
Raymond Nathan				Newspaper___ Mail✓ E-mail___ Social Media___ Other
Diane Klaiver				Newspaper___ Mail___ E-mail___ Social Media___ Other

WILLIAMSON COUNTY 1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
Matt Rector	[redacted]			Newspaper___ Mail___ E-mail✓ Social Media___ Other ___
TERRY DOLAN				Newspaper✓ Mail✓ E-mail___ Social Media___ Other ___
Michael Roepke				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Joseph Gibney				Newspaper___ Mail___ E-mail✓ Social Media___ Other ___
Judith Gibney				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Pat Dafkin				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Genevieve Cardoza				Newspaper✓ Mail✓ E-mail✓ Social Media✓ Other ___
John Morgan				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Trenes Cheatham				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Emily Koch				Newspaper✓ Mail___ E-mail___ Social Media___ Other ___
RICKY CRISLIP				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Victor Jaldes				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Deborah Todd				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
MICHAEL WENSTROM				Newspaper___ Mail___ E-mail___ Social Media___ Other WILCO WEBSITE
Julie Tietje				Newspaper___ Mail___ E-mail✓ Social Media✓ Other ___

1/18/2019

WILLIAMSON COUNTY
1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
Frieda Krueger Aten	[redacted]			Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Lori Duhs Benoit				Newspaper___ Mail X E-mail___ Social Media___ Other ___
Joe Benoit				Newspaper___ Mail X E-mail___ Social Media___ Other ___
Dolly Ackerman				Newspaper___ Mail___ E-mail ~~Social~~ Media___ Other ___
Sam + Kelly Buchanan				Newspaper___ Mail ✓ E-mail___ Social Media___ Other ✓
Albert Fillp				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
James + Lynn Upton				Newspaper___ Mail___ E-mail ✓ Social Media___ Other friend
Joey Mulholland				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Joy Kovar				Newspaper___ Mail___ E-mail ~~Social~~ Media___ Other ___
Bud & Judy Lawson				Newspaper___ Mail ~~X~~ E-mail ✓ Social Media___ Other ___
Todd Leach				Newspaper___ Mail___ E-mail___ Social Media ✓ Other ___
Abigail Cravinker				Newspaper___ Mail___ E-mail___ Social Media___ Other X
Brant Hajek				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Louis Hajek				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Frank Gaddy Dolores Gaddy				Newspaper___ Mail ✓ E-mail___ Social Media___ Other ___

BidSync

Williamson County, Texas

WILLIAMSON COUNTY 1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
Albert JANECKA	[redacted]			Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Lee Janecka				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Greg Youens				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Allen DAVID				Newspaper✓ Mail___ E-mail___ Social Media___ Other ___
Kody Hayda				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Heather Peal				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Stephen Selman				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
NATHAN HOLLEY				Newspaper___ Mail✓ E-mail___ Social Media___ Other ___
Douglas FORTUNE				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
DOC MIRTSCHING WALBURG NETWORK NEW				Newspaper___ Mail___ E-mail✓ Social Media___ Other ___
BRUCE W. MENKE				Newspaper___ Mail___ E-mail___ Social Media___ Other ✓
Michelle Bouzek				Newspaper___ Mail✓ E-mail___ Social Media✓ Other ___
Kyle Kruse				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Denis Walker				Newspaper___ Mail✓ E-mail✓ Social Media___ Other ___
ELDAN STANFORD				Newspaper___ Mail___ E-mail___ Social Media___ Other ___

1/18/2019

WILLIAMSON COUNTY 1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
Katherine Hess	[redacted]			Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Harvey + Sue Hehman				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Josh Warner Andie Warner				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Wayne Angell				Newspaper___ Mail✓ E-mail___ Social Media___ Other ___
Cindy Angell				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
[signature]				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Sarah Wenhan				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Cathy Stephens				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Nolin Wenhan				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Otto & Angie Nichols				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Michael & Danielle Hajda				Newspaper___ Mail___ E-mail___ Social Media___ Other on-line
Brett & Stephanie Buehmeyer				Newspaper✓ Mail___ E-mail___ Social Media___ Other ___
Emily Barron				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Dwayne + Micki Eubanks				Newspaper___ Mail X E-mail X Social Media X Other ___
Bobbie + Bob Bishop				Newspaper___ Mail X E-mail___ Social Media___ Other ___

BidSync

Williamson County, Texas

1/18/2019

WILLIAMSON COUNTY 1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
Bo McKinney	[redacted]			Newspaper___ Mail___ E-mail_✓_ Social Media___ Other _____
Victor Vrabel				Newspaper___ Mail___ E-mail___ Social Media___ Other Austin Peaple
Douglas R. Gilbreath				Newspaper_✓_ Mail___ E-mail___ Social Media___ Other _____
Mary Barton				Newspaper___ Mail___ E-mail___ Social Media___ Other civil engineer
Joe Naizer				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Randy Willis				Newspaper___ Mail___ E-mail___ Social Media___ Other ✓ MAYOR
Charlotte Kovaldusk				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Gladish Downing				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Doug Vrabel				Newspaper_✓_ Mail___ E-mail_✓_ Social Media_✓_ Other _____
Ginger Cervenka				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Larry Cervenka				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Bob Avant				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Brian Winkler				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Joe Hairston				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Lucy Hairston				Newspaper___ Mail___ E-mail___ Social Media___ Other _____

BidSync

Williamson County, Texas

WILLIAMSON COUNTY 1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
LAVERN GAINES	[redacted]			Newspaper___ Mail✓ E-mail✓ Social Media✓ Other ___
Carolyn Rabke				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Fredda Saul Turner				Newspaper___ Mail✓ E-mail___ Social Media___ Other ___
J. Corpora				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Ed Komandosky				Newspaper✓ Mail___ E-mail___ Social Media✓ Other ___
Ted Witt III				Newspaper___ Mail___ E-mail___ Social Media___ Other ✓
ROBIN DAUTENIVE				Newspaper___ Mail___ E-mail✓ Social Media___ Other ___
NATALIE DAUTENIVE				Newspaper___ Mail___ E-mail✓ Social Media___ Other ___
RANDY WEISS				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
SANDRA STOLL				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Duane Stoll				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Sam & Cathy Slaughter				Newspaper___ Mail✓ E-mail___ Social Media___ Other ___
Tim Teichelman				Newspaper___ Mail___ E-mail___ Social Media X Other ___
Norman Jessel				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Trey Krueger				Newspaper___ Mail___ E-mail X Social Media___ Other ___

1/18/2019

17

WILLIAMSON COUNTY 1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
Cheryl Ribich	[redacted]			Newspaper___ Mail___ E-mail✓ Social Media___ Other ___
THALIA MARTIN				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Adam Kruse				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Stacy S Engelke				Newspaper___ Mail___ E-mail___ Social Media___ Other X
Teddy Meanner				Newspaper___ Mail___ E-mail___ Social Media X Other neighbor
MELANIE ETTER				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Johnny & Darlene Tokarek				Newspaper___ Mail___ E-mail___ Social Media✓ Other ___
Jimmy Paul				Newspaper___ Mail___ E-mail✓ Social Media___ Other ___
Angela M. Boren				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Terry Bradley				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Anne Marie + Mark Henson				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Todd Bachmayer				Newspaper___ Mail___ E-mail___ Social Media___ Other friend
Bob Scarborough				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Sabrina Schmidt				Newspaper___ Mail✓ E-mail___ Social Media___ Other ___

BidSync

Williamson County, Texas

1/18/2019

WILLIAMSON COUNTY
1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
Steve Ramsey	[redacted]			Newspaper___ Mail___ E-mail___ Social Media___ Other
Bob & Becky Prasatik				Newspaper___ Mail___ E-mail___ Social Media___ Other
Janet Floyd				Newspaper✓ Mail___ E-mail✓ Social Media✓ Other
Lucas Evans				Newspaper✓ Mail✓ E-mail✓ Social Media✓ Other
Charlene Jordan				Newspaper___ Mail___ E-mail___ Social Media___ Other
Marshall Smith				Newspaper___ Mail✓ E-mail___ Social Media___ Other
MATT TIEMANN				Newspaper___ Mail___ E-mail___ Social Media✓ Other CALL
Debbie Bauer Kemper				Newspaper___ Mail___ E-mail___ Social Media___ Other Neighbors
Sheri Bonds				Newspaper___ Mail___ E-mail___ Social Media✓ Other Neighbors
TRICIA PALMER				Newspaper___ Mail___ E-mail___ Social Media___ Other
RON PALMER				Newspaper___ Mail___ E-mail___ Social Media___ Other
Dana Boehm				Newspaper___ Mail___ E-mail✓ Social Media___ Other
John Bjorn Jr.				Newspaper___ Mail___ E-mail___ Social Media___ Other
Morgan Wendland				Newspaper___ Mail✓ E-mail___ Social Media___ Other
Luis + Margaret Ayala				Newspaper___ Mail___ E-mail___ Social Media___ Other

BidSync

Williamson County, Texas

WILLIAMSON COUNTY 1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
Cindy Cervenka	[redacted]			Newspaper___ Mail___ E-mail✓ Social Media___ Other ___
Mo Hamann				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Christy Noren				Newspaper___ Mail___ E-mail___ Social Media___ Other Flyer
Lanny Hamm				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Joseph Wolf				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Tommy Hooker				Newspaper___ Mail___ E-mail✓ Social Media___ Other ___
Bryan Hepzig				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Bri Kilgore				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Bobby BLAGG				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Louise Linda Rychlik				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Nanette Dells				Newspaper___ Mail___ E-mail___ Social Media✓ Other ___
Steve Miller				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Craig Grace				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Judy Saegert				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Terry + Phyllis Gibich				Newspaper___ Mail___ E-mail___ Social Media___ Other ___

1/18/2019

WILLIAMSON COUNTY 1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
Joe Calao	[redacted]			Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Laura Parker				Newspaper___ Mail X E-mail___ Social Media___ Other _____
Ken Parker				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Dawnal Hopkins				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____

BidSync

Williamson County, Texas

1/18/2019

WILLIAMSON COUNTY 1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
Leigh Norman	[redacted]			Newspaper___ Mail___ E-mail___ Social Media___ Other _____
[illegible]				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Wyngard Ellis				Newspaper✓ Mail___ E-mail✓ Social Media✓ Other friends
DUANE TOAVS				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Shawn Oman				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
[illegible]				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Greg Youens				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____

BidSync

Williamson County, Texas

WILLIAMSON COUNTY 1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
Gladys Parker	[redacted]			Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Mark & Michele Samuelson				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Debra Werchan				Newspaper___ Mail___ E-mail ✓ Social Media___ Other _____
Derek Quinn				Newspaper___ Mail___ E-mail ✓ Social Media___ Other _____
DAVID PAUL				Newspaper___ Mail___ E-mail___ Social Media___ Other FRIEND
RICHARD HUDSON				Newspaper___ Mail___ E-mail ✓ Social Media ✓ Other _____
Georgia Ann Kelley				Newspaper___ Mail ✓ E-mail___ Social Media___ Other _____
Tom Schnell				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Rob Tiemann				Newspaper___ Mail ✓ E-mail ✓ Social Media___ Other _____
Patti Noel				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Perry & Linda Durnan				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
Jo Lindquist				Newspaper ✓ Mail ✓ E-mail___ Social Media___ Other _____
Ann & Sue Dyer				Newspaper ✓ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____

WILLIAMSON COUNTY 1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
Aydra Ruder	[redacted]			Newspaper Mail ___ E-mail ___ Social Media ___ Other ___
Johnnie L. & Marilyn (Urbanek) MACHU				Newspaper ___ Mail ✓ E-mail ___ Social Media ___ Other ___
Bob Bishop				Newspaper ___ Mail ___ E-mail ___ Social Media ___ Other ___
Bobbie Bishop				Newspaper ___ Mail ___ E-mail ___ Social Media ___ Other ___
Charles & Cheryl Shell				Newspaper ___ Mail ___ E-mail ✓ Social Media ___ Other ___
Janet & Jeran Hooten				Newspaper ___ Mail ✓ E-mail ___ Social Media ___ Other ___
Jessica Bullock				Newspaper ___ Mail ___ E-mail ___ Social Media ___ Other ___
DEANNA KALLAY				Newspaper ___ Mail X E-mail ___ Social Media ___ Other ___
MONNA CLEMONS				Newspaper ___ Mail ✓ E-mail ___ Social Media ___ Other ___
Jake Peal				Newspaper ___ Mail ✓ E-mail ✓ Social Media ___ Other family
Kay & Lynn CRISLIP				Newspaper ___ Mail X E-mail X Social Media ___ Other ___
Kathleen Stanko				Newspaper ___ Mail ___ E-mail ___ Social Media ___ Other ___
				Newspaper ___ Mail ___ E-mail ___ Social Media ___ Other ___
				Newspaper ___ Mail ___ E-mail ___ Social Media ___ Other ___
				Newspaper ___ Mail ___ E-mail ___ Social Media ___ Other ___

WILLIAMSON COUNTY 1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
Doug Weiss	[redacted]			Newspaper___ Mail___ E-mail___ Social Media___ Other other meetings
Joan Mayfield				Newspaper___ Mail___ E-mail___ Social Media___ Other
Marianne Taylor				Newspaper___ Mail___ E-mail✓ Social Media___ Other
Pam Hale & Dale Traeger				Newspaper___ Mail✓ E-mail✓ Social Media___ Other
				Newspaper___ Mail___ E-mail___ Social Media___ Other
				Newspaper___ Mail___ E-mail___ Social Media___ Other
				Newspaper___ Mail___ E-mail___ Social Media___ Other
				Newspaper___ Mail___ E-mail___ Social Media___ Other
				Newspaper___ Mail___ E-mail___ Social Media___ Other
				Newspaper___ Mail___ E-mail___ Social Media___ Other
				Newspaper___ Mail___ E-mail___ Social Media___ Other
				Newspaper___ Mail___ E-mail___ Social Media___ Other
				Newspaper___ Mail___ E-mail___ Social Media___ Other
				Newspaper___ Mail___ E-mail___ Social Media___ Other

WILLIAMSON COUNTY
1848

PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
Joanne Rummel	[redacted]			Newspaper___ Mail ✓ E-mail___ Social Media___ Other ___
Bobby Seiferman				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Selynda Vizena				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Linda Looney				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Becky Frende				Newspaper___ Mail___ E-mail ✓ Social Media ✓ Other ___
Linda Hut				Newspaper___ Mail ✓ E-mail ✓ Social Media___ Other ___
Anthony D. Forcier				Newspaper___ Mail___ E-mail ✓ Social Media ✓ Other FB, Google
Ed Hyle				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Cheryl Mazur				Newspaper___ Mail___ E-mail___ Social Media ✓ Other ___
Robert Garcia				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Emily Boehm				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Brandon Masi				Newspaper___ Mail ✓ E-mail___ Social Media___ Other ___
Kennit Hees				Newspaper___ Mail ✓ E-mail___ Social Media___ Other ✓
Julia Cooper				Newspaper___ Mail___ E-mail___ Social Media___ Other ___
Barbara Masi				Newspaper___ Mail___ E-mail ✓ Social Media___ Other ___

Williamson County, Texas

ATTACHMENT D

Comments Received

- Survey results and paper surveys.....69
- Written comments.....132
- Mapped comments Corridor A-1.....142
- Mapped comments Corridor E-1.....147

COMMENT SUMMARY

Overview

A public meeting was held on August 24, 2017 and the comment period was open through September 8, 2017. All interested were encouraged to share their input via a community survey, by submitting written comments (via mail or email), and sharing input on maps available at the meeting.

Responses to the survey, written comments, and mapped comments from the meeting are included here. Paper surveys were entered into SurveyMonkey for reporting purposes.

Summary

- 38 respondents took the survey at the meeting and online
- 3 comments were received via email
- 1 comment was received via mail
- 39 comments were received on the Corridor A-1 maps at the public meeting
- 60 comments were received on the Corridor E-1 maps at the public meeting

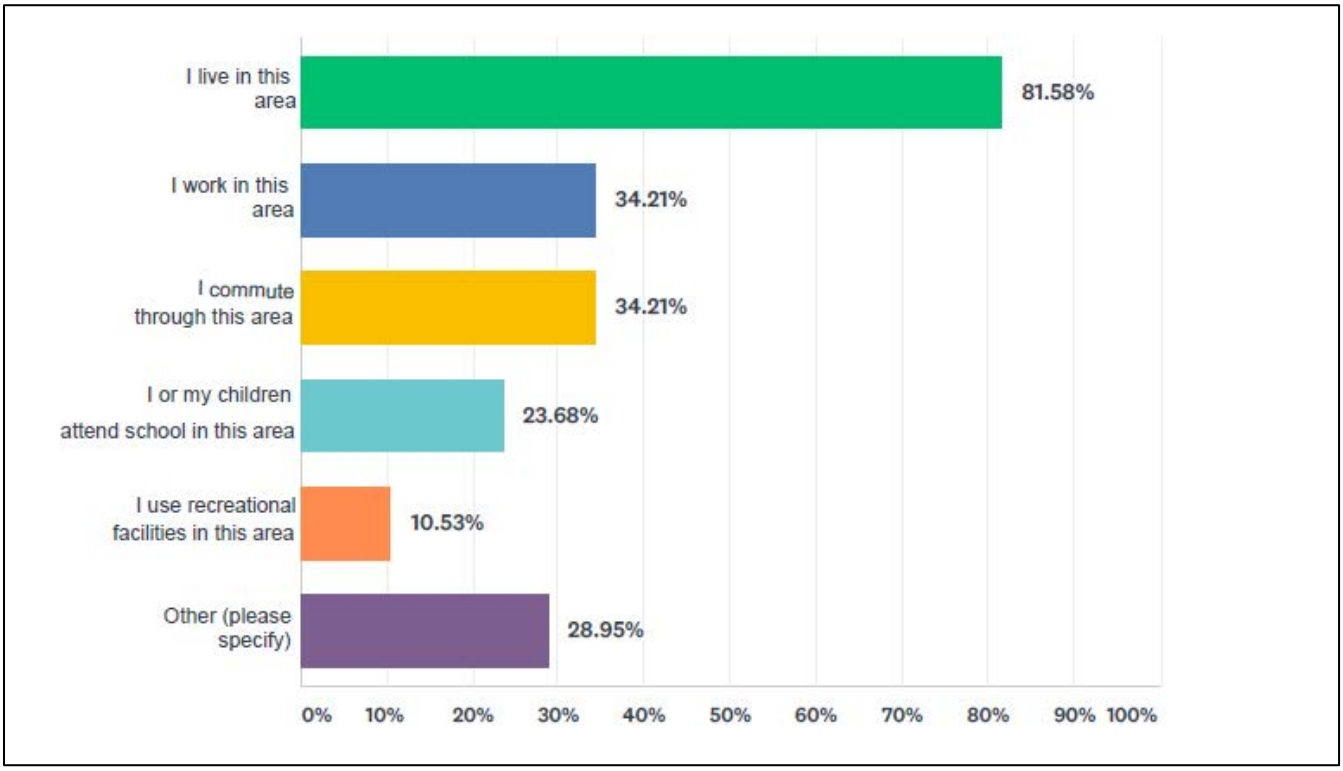
SURVEY RESULTS

38 respondents took the survey at the public meeting or through the www.wilco.org/corridors webpage that linked to: www.surveymonkey.com/r/A1E1survey

Q1. How would you use Corridors A-1 and E-1? (check all that apply)

(Answered 38, Skipped 0)

Some respondents selected more than one answer.
Percentages reflect the percentage of respondents that chose that answer.

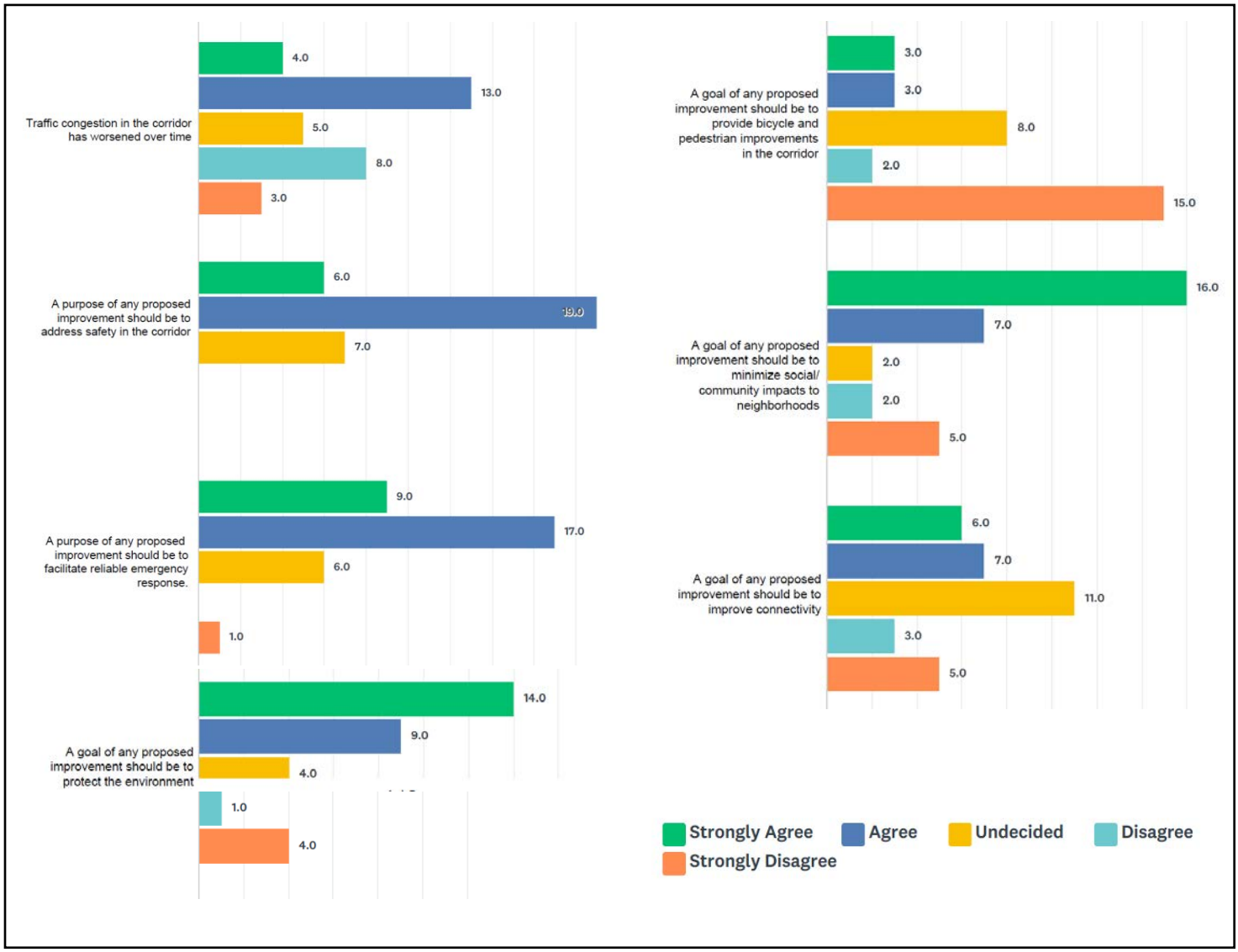


Other (please specify)
Only an upgrade/repair to County Road 101 is necessary. No increased traffic to speak of---EXCEPT---those deadly 18 wheelers going over 45 MPH most of the time. Very few go slower. They are entirely way too heavy for the present-day culverts in place! What about the safety of our School Busses?????? Dangerous business to ever have let this have taken place in the first place!!
I will move to area soon
Ranching
Farming
Landowner
Would not use toll road
Business/professional interest
Property owner

Other (please specify)
Own rural property in area
I am happy to continue my commute to work and home meeting up with tractors and other farm equipment as I do now. NO A1 or E1 needed. I drive 1660, 3349, 101 and chandler rd every day to get to Georgetown for work. I LOVE my rural drive!
Property owner

Q2. Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

(Answered 34, Skipped 4)



Q3. What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

(Answered 15, Skipped 23)

Q3 Response
The families of Jonah and in near 451 and Hwy 29
Christopher Bell
Land Owners that live and make a living from the farms and ranches.
Home owners
Schwertner Improvement Club
Put proposed lines on this interactive google-KMZ stations
18 wheelers have created the mess! Do not need any widening
Norman's Crossing Community Club
Norman's Crossing Community
Farmers and families that have lived in this area for over 100 years. Leave the congestion somewhere else, not in the farming communities.
No - not needed a road this wide
TxDOT and City of Hutto: FM 1660 had been planned to re-route east of Hutto. Where does this project stand as it relates to E1?
Norman's Crossing *Don't want new roads use existing 79, make roads intelligent, time lights
Affected Residents, City of Hutto, Texas Department of Transportation, Capital Area Council of Governments
ROAD KILL - WE DON'T WANT THIS OR ANY OTHER HUGE LIMITED ACCESS CORRIDOR THROUGH OUR HEARTLAND! STAY OUT!

Q4. Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

(Answered 20, Skipped 18)

Yes (please specify)
San Gabriel River and tributaries
Farmland
My house
All of the above along all of the study routes. Take this mess to the West where the Commissioners or at least one brag that he/she gets their votes from the Western side of the County that is POPULATED. Well, whoop de doooo! Go West!!! We like being unpopulated and left alone to live and make our livings.
Please build A-1 north of Soil Conservation site 21 (near CR 137 & CR 138). Please do not build A-1 corridor road south of soil conservation site 21. This site 21 is part of a large string of ponds and creeks that feed directly into Brushy Creek from the south of Soil Conservation Site 21. This may not be very clear or visible on your maps. Some of these feeder creeks appear dry. The wildlife that follows these wet and dry creeks in abundant and migratory.
I enjoy the rustic, native look of the Norman's Crossing area and would not want to see major changes there.
CR 101 is total a seep environment and springs underground. A road will not hold up
Norman's Crossing Historic Community historic sites and buildings
Norman's Crossing Historical Area
Brushy Creek area is historical area. Cemetery end of FM 3349 before FM 1660.
Yes there is. Family Heritage Farms & cemetery. They should be avoided and not disturbed.
We have a 150 tree pecan orchard - improved variety pecans planted in 1985 - (32 yrs old) - 50 ft tall each - These trees CANNOT be replaced. We are not young.
Think of just using 973 FM & Hwy 79 to get people in/out
No new roads - use 79 & make improvements to it
Multiple Cemeteries
The Georgetown Lake. They open the flood gates when the lake is too full & the San Gabriel floods
Brushy Creek, Lakeside Estates Subdivision residents, Manville Water Supply Corp, Rural Farms, Lake Hutto Park
Brushy Creek Water Control and Improvement District Site 25

Q5. Please share any additional comments here.

(Answered 30, Skipped 8)

Q5 Response
I believe that the proposed E-1 corridor is not needed. We need east/west improvements, which could be handled by expanding University and Chandler, where land has already been set aside for expansion. Any north south should be through the expansion of 130, which already has the land set aside as well. I think it Is wrong to try and take people's homes and memories to meet a need that does not exist and this just appears as a land grab.
FM 973 already has the route you are searching for and already has a VERY large ROW available. There is no need to disturb established home sites along FM3349
It is my understanding there are plenty of wide open spaces to the West with no homes that may make more sense. Why do we need to keep growing??? Cities can have a "no growth" policy and end this mess! You are going to be just like San Francisco where there is no place to go and cannot sell their houses because they are all upside down in their mortgages, etc. and they are moving out like flies following molasses! Cities only seem to think of $$$$'s to raise taxes, build more mess and think that is progress. It is not progress when you need to keep building schools to overcrowd things.
Please build A-1 north of Soil Conservation site 21 (near CR 137 & CR 138). Please do not build A-1 corridor road south of soil conservation site 21. This site 21 is part of a large string of ponds and creeks that feed directly into Brushy Creek from the south of Soil Conservation Site 21. This may not be very clear or visible on your maps. Some of these feeder creeks appear dry. The wildlife that follows these wet and dry creeks in abundant and migratory.
My property will be seriously impacted by a major road being built along FM 1660. If the roadway is too wide we'd have to sell/leave. The noise/traffic could be unbearable.
If this project becomes a reality, I would prefer the Corridor A1 route to be as proposed on the map. I believe this route would have a lesser impact on individuals that have homes in the area.
Instead of adding superhighways, I would propose widening and straightening out some roads (esp. 1660, CR 138, CR 137) . Also, in Travis county, I would like Rowe to be arterial all the way from 130 to 973.
Dear Sir and Madam, It is with a heavy heart that I watch the "progress" in our community. Beautiful farmland is being over run by subdivisions and roads. People are displacing the long time habitats of wild animals who also deserve a place to live. I appreciate the efforts that the county has made in contacting the citizens who will be most impacted by the pending developments. The community meeting at East View High School was well organized and well attended. My present concern is that the proposed roads will be forced through properties without deference to those who live and have businesses there. Many of the impacted residents bought and developed property with certain expectations many of which will be devastated by the Corridors such as Corridor C which may pass through my property. My suggestions are as follows: 1. Avoid old grove trees and all woodlands. 2.Avoid crossing creeks. 3. Consult the USDA soil conservation service about preservation of good soils and flooding. 4.Consider land owners in the placement of the roads 5.Try to keep the road next to property lines and not through the middle of the property. 6.Consider future water sources before allowing more development. I would be pleased to serve on the Williamson County Public Involvement Team and urge you to include as many interested residents as possible. [redacted]
Smart! You had a very nice and polite group of personal. Julie Richy personally walked me thru and discussed my concern. Hats off to Wilco. But cost lots of money to do this? [redacted]
Proposed growth could be stopped. Cities could promote a "no growth community" to help schools and all other necessary things as keeping our farm and ranch land and water resources. Common sense helps all causes.
We do not need to lose the farm land!

Q5 Response
There is no need for this project. It is not this community's responsibility to address or solve the Taylor Chamber of Commerce or Austin metro areas' mobility problems. Williamson Co is in violation of Federal air quality standards. Real estate developers are not supposed to use public resources to facilitate their real estate projects.
I do not like neighbors being asked to pick a route that pit neighbors against each other! Why ask this of people!!!
Cannot condone building a Toll Road on Farm Land!
We need the farm land, preserve the farm land. Respect family farms that have been in agricultural operation for many years! Why can't the study area be expanded out to FM 973 area?
On County 101, Brushy Creek Water Control & Improvement District, Site 25 is our property. We have planned for years to build our dream house there. The proposed corridor would crush that dream, because the traffic noise would be very disturbing. We know this, because we built a house in a nice quiet neighborhood in Cedar Park. Now 183A has lowered the value of all the homes near 183A and the noise is non-stop, preventing a good night's sleep and tranquility that we once enjoyed.
This is farming country not racetracks for city dwellers.
Please take the toll road (which is not necessary) to land where there is no homes and orchards, etc. If you "leaders" that make these decisions please pray about what you are doing to the honest man or woman because you will answer to a higher authority one day. Your survey questions are designed for passage of toll road - so so very sad - no wonder people are skeptical!
Don't want road next to my property
Use existing Hwy (1660) north of Hutto. Move corridor to connect to 1660 @ Monadale - From there 1/2 mile to Chandler - 4-5 miles to Hwy 29 @ Jonah CR 133 - intersects 1660 @ Monadale - go south on 133 to 79 - then south to connect 1660 southeast of Hutto - and connect to 130 at that point instead of 3349 Very few houses along this route - farmland mostly
I'm opposed to the land-grab & taking away our farmland. We choose to live in East WilCo Countryside. We didn't choose to live in a city, so we should not suffer because of Hutto & Taylor
Where is the budget?
Don't want this road through my house or even close to my house
Would like the whole plan discussed Widen Toll Road 130 Making Hwy 29 6 lanes to Granger The corridor to Burnet "Please show the public the whole plan" "Talking about the East High Meeting"
WE LIKE WHERE WE LIVE. BEEN THERE A LONG TIME.
This survey is carefully constructed to skew the results towards a positive result and manipulate the statistics. Only an idiot would respond negatively to improving safety and improving traffic flow. NO TOLL ROADS!! It's a secondary tax.
There is growth coming this way. I really feel we need to prepare for it now. This is the reality of it! If we don't do something now, it will cost more and be more of a burden later when the current roadways are torn up because of all the traffic and large trucks that will come with growth and development.
Our home and farm is in this study and we moved from the city to have peace, stars, low noise & light pollution. What's wrong with 79! Our animals do not need the road coming thru or by our property!
If CR 138 is picked as the preferred location for the A-1 Corridor, please address the following with residents: Extent of imminent domain needed for buying out of property in Lakeside Estates, Adding noise reduction retaining walls at the perimeter of the subdivision to mitigate noise pollution, adding of additional entrances to the Lakeside Estates subdivision to facilitate continued access to Gattis School Rd or 130 feeder road, What is the potential for additional commercial zoning to coincide with buying out of lakeside estates homes? Will more homes be bought out to facilitate commercial zoning along feeder roads?
WE MOVED TO OUR PROPERTY ON 129 JUST SOUTH OF BRUSHY CREEK LESS THAN 5 YEARS AGO TO GET OUT OF THE CITY AND AWAY FROM THESE SO-CALLED IMPROVEMENTS. LEAVE OUR WIDE OPEN SPACE ALONE. SEE THE CAMPO PROJECTION AND THEY POINT TO THE FACT THAT THE GROWTH IN THE EAST WILLIAMSON

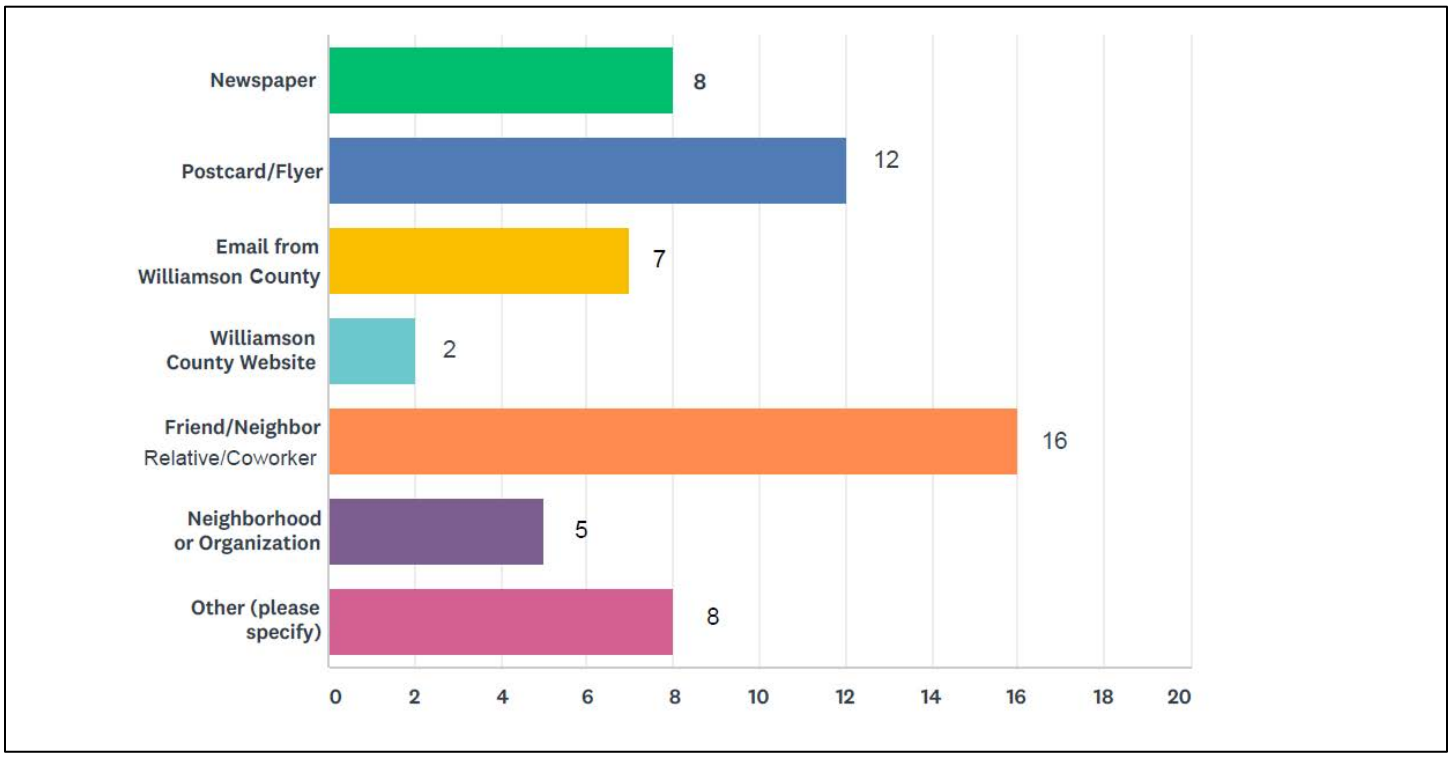
Q5 Response
COUNTY AREA WILL BE MINIMAL AND THEREFORE NO HUGE CORRIDOR IS NEEDED TO CRISS CROSS THE BLACKLAND PRAIRIE OF E WILLIAMSON COUNTY.

Q6. Contact Information

(Contact information was received from 37 respondents, 1 skipped)

Q7. How did you hear about this Open House? (Please select al that apply)

(Answered 34, Skipped 4)



Other (please specify)
I did not hear about the open house until afterwards, along with most families in our areas, who are all opposed to this proposal
Facebook, CR 448
Email
Community Impact
WilCo News on Facebook
Social media
Hutto 2.0 Facebook Group
ROAD KILL ON FACEBOOK

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☑ I live in this area
- ☑ I work in this area
- ☑ I commute through this area
- ☑ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☑ Other (please specify): Ranching

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

18 wheelers have created the mess!!!

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time. (18 wheeler Congestion!)	○	○	○	○	✓
A purpose of any proposed improvement should be to address safety in the corridor. (Do not need any Widening.)	○	○	○	○	✓
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	✓	○	○	○
A goal of any proposed improvement should be to protect the environment.	○	○	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	○	○	✓
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	○	○	○	○	✓
A goal of any proposed improvement should be to improve east/west connectivity.	○	○	○	○	✓

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

C. R. 101 is totally a seep environment & springs underground. A road will not hold up.

Please share any additional comments here:

Proposed growth could be stopped. Cities could promote a "No Growth Community" to help schools and all other necessary things as keeping our Farm + Ranch Land & water resources. Common Sense helps all causes.

Contact Information

Name Junevra Randig

Address 200 C.R. 160

City Taylor State TX Postal Code 76574 Phone 512-413-5125 (c)

E-mail Address (if you would like to receive updates) junevarandig@gmail.com

How did you hear about this Open House? (Please select all that apply)

✓ Newspaper: _____

✓ Postcard/Flyer

_____ Email from Williamson County

_____ Williamson County Website

_____ Friend/Neighbor/Relative/Co-worker

_____ Neighborhood or Organization: _____

✓ Other: email

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would ~~you use~~ Corridors A-1 and E-1 (please check all that apply)?

- ☑ I live in this area — would not use Toll Road
- ☐ I work in this area
- ☐ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	○	○	●	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	○	●	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	○	●	○	○
A goal of any proposed improvement should be to protect the environment.	○	○	○	○	●
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	●	○	○
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	○	○	○	○	●
A goal of any proposed improvement should be to improve east/west connectivity.	○	○	●	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Norman's Crossing Community

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Norman's Crossing Historic Area

Please share any additional comments here:

Can not condone building a Toll Road on Farm Land!

Contact Information

Name Ray Lessner

Address 12621 F.M. 1660

City Taylor State TX Postal Code 76574 Phone 512-352-5453

E-mail Address (if you would like to receive updates)_____

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

____ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

____ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization: _____

____ Other: _____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☐ I live in this area
- ☐ I work in this area
- ☐ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☑ Other (please specify): Business/professional interest

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	✓	○	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	✓	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	✓	○	○	○	○
A goal of any proposed improvement should be to protect the environment.	○	✓	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	✓	○	○
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	○	○	○	✓	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	✓	○	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Please share any additional comments here:

Contact Information

Name_____

Address_____

City_____State_____Postal Code_____ Phone_____

E-mail Address (if you would like to receive updates) mbarton@jonescarter.com

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

____ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

__✓__ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization:_____

____ Other:_____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☐ I live in this area
- ☐ I work in this area
- ☐ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☑ Other (please specify): property owner

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	●	○	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	●	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	●	○	○	○
A goal of any proposed improvement should be to protect the environment.	○	●	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	●	○	○
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	○	●	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	●	○	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

On County 101 ~~there are 3 of~~ Brushy Creek Water Control & Improvement District, Site 25 is our property. We have planned for years to build our dream house there. The proposed

Please share any additional comments here:

Corridor would crush that dream, because the traffic noise would be very disturbing. We know this, because we built a house in a nice quiet neighborhood in Cedar Park. Now 183A is 50 feet from our back fence. The construction of 183A has lowered the value of all the homes near 183A and the noise is non-stop preventing a good night's sleep and tranquility that we once enjoyed.

Contact Information

Name Becky Prasatik

Address 802 Savanna Ln.

City Cedar Park State Tx Postal Code 78613 Phone 512-797-8313

E-mail Address (if you would like to receive updates) beckycp09@gmail.com

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

____ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

__✓__ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization: _____

____ Other: _____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

WILLIAMSON COUNTY

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☑ I live in this area
- ☑ I work in this area
- ☑ I commute through this area
- ☑ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	●	○	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	●	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	●	○	○	○
A goal of any proposed improvement should be to protect the environment.	●	○	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	○	○	●
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	○	●	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	○	○	○	●

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Farmers and families that have lived in this area for over 100 years. Leave the congestion somewhere else not in the family communities

WILLIAMSON COUNTY

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Yes there is. Family Heritage Farms & cemetery. They should be avoided and not disturbed.

Please share any additional comments here:

This is farming country not racetracks for city dwellers.

Contact Information

Name Douglas R. Urbanek

Address 501 Urbanek Farm Road

City Taylor State TX Postal Code 76574 Phone 512-352-5116

E-mail Address (if you would like to receive updates)

How did you hear about this Open House? (Please select all that apply)

✓ Newspaper:

____ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

____ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization:

____ Other:

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

WILLIAMSON COUNTY

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☒ I live in this area
- ☐ I work in this area
- ☐ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	O	O	O	O	O
A purpose of any proposed improvement should be to address safety in the corridor.	O	O	O	O	O
A purpose of any proposed improvement should be to facilitate reliable emergency response.	O	O	O	O	O
A goal of any proposed improvement should be to protect the environment.	O	O	O	O	O
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	O	O	O	O	O
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	O	O	O	O	O
A goal of any proposed improvement should be to improve east/west connectivity.	O	O	O	O	O

NO not needed a road this wide

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

We have a 150 tree pecan orchard- improved variety pecans planted in 1985- (32 yrs old) - 50 ft tall each- These trees cannot be replaced. We are not ~~your~~ young to replace trees in our lifetime.

Please share any additional comments here:

Please please take the toll road (which is not necessary) to land where there is no homes and orchards, etc.

If you "Leaders" that make these decisions please pray about what you are doing to the honest man or woman because you will answer to a higher authority one day.

Contact Information

Name Bonnie Kaderka

Address 2121 FM 3349

City Taylor State TX Postal Code 76574 Phone 512-468-2962

E-mail Address (if you would like to receive updates) bkkaderka@gmail.com

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

____ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

____ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization: _____

____ Other: _____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

Your survey questions are designed for passage of toll road - So so very sad - No wonder people are skeptical!

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☑ I live in this area
- ☑ I work in this area
- ☑ I commute through this area
- ☐ I, or my children, attend school in this area
- ☑ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	●	○	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	●	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	●	○	○	○	○
A goal of any proposed improvement should be to protect the environment.	○	○	●	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	○	○	●
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	○	●	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	●	○	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Please share any additional comments here:

Contact Information

Name DONNA L. HOPKINS

Address 518 MITCHELL DRIVE

City HUTTO State TX Postal Code 78634 Phone 512 796 5015

E-mail Address (if you would like to receive updates) da44416@outlook.com

How did you hear about this Open House? (Please select all that apply)

✓ Newspaper: COMMUNITY IMPACT

____ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

✓ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization:

____ Other:

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☐ I live in this area
- ☐ I work in this area
- ☐ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☑ Other (please specify): Own rural property in area

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	⊘	○	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	⊘	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	⊘	○	○	○
A goal of any proposed improvement should be to protect the environment.	○	⊘	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	○	⊘	○
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	○	⊘	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	⊘	○	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

TxDoT and City of Hutto: FM 1660 had been planned to re-route east of Hutto Where does this project stand as it relates to E 1?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Please share any additional comments here:

Contact Information

Name_____

Address_____

City_____State_____Postal Code_____ Phone_____

E-mail Address (if you would like to receive updates)_____

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

____ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

✓ ____ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization:_____

____ Other:_____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☑ I live in this area
- ☐ I work in this area
- ☐ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

N-A	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	O	O	O	O	O
A purpose of any proposed improvement should be to address safety in the corridor.	O	O	O	O	O
A purpose of any proposed improvement should be to facilitate reliable emergency response.	O	O	O	O	O
A goal of any proposed improvement should be to protect the environment.	O	O	O	O	O
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	O	O	O	O	O
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	O	O	O	O	O
A goal of any proposed improvement should be to improve east/west connectivity.	O	O	O	O	O

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Please share any additional comments here:

DON'T WANT ROAD NEXT TO MY PROPERTY

Contact Information

Name ROBERT KADERKA

Address 2121 FM 3349

City TAYLOR State TX Postal Code 76574 Phone 512-924-0805

E-mail Address (if you would like to receive updates) _____

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

____ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

____ Friend/Neighbor/Relative/Co-worker

__X__ Neighborhood or Organization: _____

____ Other: _____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- [x] I live in this area
- [ ] I work in this area
- [ ] I commute through this area
- [ ] I, or my children, attend school in this area
- [ ] I use recreational or community facilities in this area
- [ ] Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	○	○	●	○
A purpose of any proposed improvement should be to address safety in the corridor.	●	○	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	●	○	○	○	○
A goal of any proposed improvement should be to protect the environment.	●	○	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	○	○	●
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	●	○	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	○	○	○	●

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Please share any additional comments here:

(USE Existing Hwy (1660) North of Hutto

move corridor To connect to 1660 @ (monodale) — From there ½ mile to Chandler — 4-5 miles to Hwy 29 @ Jonah

CR 133 - Intersects 1660 @ monodale - Go south on 133 to 95 — Then south to connect 1660 southeast of Hutto — And connect to 130 at that point instead of 3349

Very Few Houses Along this route — FARmland mostly

Contact Information

Name Morgan Wendland

Address 525K CR 101

City Taylor State TX Postal Code 76574 Phone 512-632-9366

E-mail Address (if you would like to receive updates)

How did you hear about this Open House? (Please select all that apply)

____ Newspaper:

✓ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

____ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization:

____ Other:

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☑ I live in this area
- ☑ I work in this area
- ☑ I commute through this area
- ☑ I, or my children, attend school in this area
- ☑ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	○	○	●	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	○	● No safety issues	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	○	● No issues with that	○	○
A goal of any proposed improvement should be to protect the environment.	●	○	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	○	○	●
A goal of any proposed improvement should be to minimize social/community impacts to ~~neighborhoods.~~ farms / homes	●	○	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	○	○	●	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

think of first US 79 ~~Hwy~~ 973 FM & Hwy 79 to get people in/out.

Please share any additional comments here:

I'm opposed to the land-grab & taking away our farmland. We choose to live in East Wilco Countryside. We didn't choose to live in a city, so we should not suffer because of Austin & Taylor.

Contact Information

Name Michael Roepke

Address 851 CR 459

City Coupland State TX Postal Code 78615 Phone 830 5606277

E-mail Address (if you would like to receive updates) michael.roepke@gmail.com

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

____ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

____ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization: _____

____ Other: _____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☑ I live in this area
- ☑ I work in this area
- ☐ I commute through this area
- ☑ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	○	○	●	○
A purpose of any proposed improvement should be to address safety in the corridor. * No new	○	○	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response. use existing Rds	○	○	○	○	○
A goal of any proposed improvement should be to protect the environment. No new Roads	○	○	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor. No -	○	○	○	○	○
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods. Farmland is the oldest community!	○	○	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity. * NO toll Rds *	○	○	○	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Normans Crossing

*Dont want new roads use existing make roads intelligent, time lights 79

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

No new roads - use 79 & make improvements to it.

Please share any additional comments here:

Where is the budget??

Contact Information

Name Katherine Hess

Address 12150 FM 1460

City Taylor State TX Postal Code 76574 Phone _____

E-mail Address (if you would like to receive updates) K_Shannon2002@yahoo.com

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

X Postcard/Flyer

X Email from Williamson County

____ Williamson County Website

____ Friend/Neighbor/Relative/Co-worker

X Neighborhood or Organization: _____

____ Other: _____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

WILLIAMSON COUNTY

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☑ I live in this area
- ☑ I work in this area
- ☑ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	●	○	○	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	○	●	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	●	○	○	○	○
A goal of any proposed improvement should be to protect the environment.	●	○	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	○	○	●
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	●	○	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	○	●	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

WILLIAMSON COUNTY

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

multiple cemetaries

Please share any additional comments here:

Don't want this road through my house or even close to my house

Contact Information

Name Lynn Upton

Address 1525 C.R. 137

City Hutto State Tx Postal Code 78634 Phone 512-809-2292

E-mail Address (if you would like to receive updates) lynnyup@yahoo.com

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

____ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

✓ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization: _____

____ Other: _____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☑ I live in this area
- ☑ I work in this area
- ☑ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	○	○	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	○	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	○	○	○	○
A goal of any proposed improvement should be to protect the environment.	○	○	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	○	○	○
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	○	○	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	○	○	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

The Georgetown Lake They open there floodgate when the lake is to full & the South Gabriel Floods

Please share any additional comments here:

Would like the whole plan discussed
Widen Toll Road 130
making Hwy 29 6 Lane's to Okmpost
The corridor to Bennet
" Please show the public the Whole Plan "
" Talking about the East Hwy 29 to
Contact Information
Name Denis Watkins
Address 20 Jonah Loop
City Georgetown State TX Postal Code 78626 Phone
E-mail Address (if you would like to receive updates) Watkinsdenis3@gmail.com

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

__C__ Postcard/Flyer

__✓__ Email from Williamson County

____ Williamson County Website

____ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization: _____

____ Other: _____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

WILLIAMSON COUNTY

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- [x] I live in this area
- [ ] I work in this area
- [x] I commute through this area
- [x] I, or my children, attend school in this area
- [ ] I use recreational or community facilities in this area
- [ ] Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	●	○	○	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	○	●	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	●	○	○	○	○
A goal of any proposed improvement should be to protect the environment.	●	○	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	○	○	●
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	●	○	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	○	●	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

WILLIAMSON COUNTY

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Please share any additional comments here:

WE LIKE WHERE WE LIVE.
BEEN THERE A LONG TIME.

Contact Information

Name JAMES UPTON

Address 1525 C.R 137

City HUTTO State TX Postal Code 78634 Phone 512-626-1151

E-mail Address (if you would like to receive updates)_____

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

____ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

✓ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization: _____

____ Other: _____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☑ I live in this area
- ☑ I work in this area
- ☑ I commute through this area
- ☐ I, or my children, attend school in this area
- ☑ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	⊗	○	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	⊗	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	⊗	○	○	○
A goal of any proposed improvement should be to protect the environment.	○	⊗	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	⊗	○	○
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	○	⊗	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	⊗	○	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Please share any additional comments here:

The survey is carefully constructed to skew the results towards a positive result and manipulate the statistics. Only an idiot would respond negatively to improving safety and improving traffic flow.

NO TOLL ROADS!!! It's a secondary tax.

Contact Information

Name John Morgan

Address 1450 FM 1660

City Taylor State TX Postal Code 76574 Phone (512) 285-5765

E-mail Address (if you would like to receive updates) john.morgan0402@gmail.com

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

____ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

____ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization: _____

X Other: WilCo News on Facebook

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☑ I live in this area
- ☐ I work in this area
- ☑ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	⊗	○	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	⊗	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	⊗	○	○	○
A goal of any proposed improvement should be to protect the environment.	○	○	⊗	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	⊗	○	○
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	○	○	⊗	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	⊗	○	○	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Please share any additional comments here:

There is growth that is coming this way I Really feel we need to prepare for it Now. This is the Reality of it! If we don't do something now, it will cost more and be more of a Burden later when the current roadways are torn up because of all the traffic and large trucks that will come with growth & development.

Contact Information

Name L. Simmons-Linden

Address 23015 FM 971

City Granger State TX Postal Code 76530 Phone _____

E-mail Address (if you would like to receive updates) _____

How did you hear about this Open House? (Please select all that apply)

X Newspaper: _____

____ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

____ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization: _____

____ Other: _____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- [x] I live in this area
- [x] I work in this area
- [ ] I commute through this area
- [x] I, or my children, attend school in this area
- [ ] I use recreational or community facilities in this area
- [ ] Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	⊗	○	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	⊗	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	○	⊗	○	○
A goal of any proposed improvement should be to protect the environment.	⊗	○	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	⊗	○	○	○
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	⊗	○	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	○	○	⊗	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Please share any additional comments here:

Our home and Farm is in this study and we moved from the city to have peace, stars, low noise & light pollution.
Whats wrong with 79!
Our animals do not need the road coming thru or By our property!

Contact Information

Name Michelle Bouzek

Address 1755 CR 137

City Hutto State TX Postal Code 78634 Phone

E-mail Address (if you would like to receive updates) mbouz@hotmail.com

How did you hear about this Open House? (Please select all that apply)

____ Newspaper:

✓ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

✓ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization:

✓ Other: Social media

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

WILLIAMSON COUNTY

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☐ I live in this area
- ☐ I work in this area
- ☐ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☑ Other (please specify): farming

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	○	✓	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	✓	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	✓	○	○	○
A goal of any proposed improvement should be to protect the environment.	○	○	✓	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	○	○	✓
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	○	○	○	○	✓
A goal of any proposed improvement should be to improve east/west connectivity.	○	○	○	○	✓

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Please share any additional comments here:

We do not need to lose the farm land!

Contact Information

Name Roselind Wieland

Address 4332 Teravista Club Dr. #70

City Round Rock State TX Postal Code 78665 Phone 512-251-3033

E-mail Address (if you would like to receive updates)

How did you hear about this Open House? (Please select all that apply)

____ Newspaper:

✓ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

____ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization:

____ Other:

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☒ I live in this area
- ☐ I work in this area
- ☐ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	○	○	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	○	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	○	○	○	○
A goal of any proposed improvement should be to protect the environment.	○	○	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	○	○	○
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	○	○	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	○	○	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

WILLIAMSON COUNTY

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Please share any additional comments here:

There is no need for this project. It is not this communities responsibility to address or ~~Solve~~ The Taylor chamber of commerce or Austin metro areas' mobility problems. Williamson Co. is in violation of Federal air quality standards. Real estate developers are not supposed to use public resources to facilitate their real estate projects.

Contact Information

Name Tim Teichelman

Address PO Box 777

City Hutto State Tx Postal Code 78634 Phone _____

E-mail Address (if you would like to receive updates) _____

How did you hear about this Open House? (Please select all that apply)

✓ Newspaper: _____

____ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

____ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization: _____

____ Other: _____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

WILLIAMSON COUNTY

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☒ I live in this area
- ☒ I work in this area
- ☐ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☒ Other (please specify): Land Owner

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	○	○	●	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	○	●	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	●	○	○	○
A goal of any proposed improvement should be to protect the environment.	●	○	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	●	○	○
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	●	○	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	○	●	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Norman's Crossing Community Club.

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Norman's Crossing Historic Community historic sites and buildings

Please share any additional comments here:

I do not like neighbors being asked to pick a route that pit ~~her~~ neighbors against each other!

Why ask this of people!!!

Contact Information

Name Wynette Lessner

Address 12621 FM 1660

City Taylor State TX Postal Code 76574 Phone 512-657-7439

E-mail Address (if you would like to receive updates) Wynette.Lessner@Gmail

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

✓ Postcard/Flyer

✓ Email from Williamson County

____ Williamson County Website

____ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization: _____

____ Other: _____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

WILLIAMSON COUNTY

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☑ I live in this area
- ☐ I work in this area
- ☑ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

Agree due to 18 wheelers

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	○	○	●	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	●	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	●	○	○	○
A goal of any proposed improvement should be to protect the environment.	○	●	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	●	○	○
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	○	○	●	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	○	●	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Brushy Creek area is historical area. Cemetery end of FM 3349 before FM 1660.

Please share any additional comments here:

We need the farm land, preserve the farm land. Respect family farms that have been in agricultural operation for many years. Why can't the study area be expanded out to FM 973 area?

Contact Information

Name Donna Reinhart

Address 2201 FM 3349

City Taylor State TX Postal Code 76574 Phone _____

E-mail Address (if you would like to receive updates) _____

How did you hear about this Open House? (Please select all that apply)

✓ Newspaper: _____

✓ Postcard/Flyer

_____ Email from Williamson County

_____ Williamson County Website

✓ Friend/Neighbor/Relative/Co-worker

_____ Neighborhood or Organization: _____

_____ Other: _____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☑ I live in this area
- ☑ I work in this area
- ☐ I commute through this area
- ☑ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	●	○	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	●	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	●	○	○	○
A goal of any proposed improvement should be to protect the environment.	●	○	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	○	○	●
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	●	○	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	○	●	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Please share any additional comments here:

Contact Information

Name Bud Lawson

Address 12450 E. SH. Hwy 29

City Georgetown State TX Postal Code 78626 Phone 512-365-0288

E-mail Address (if you would like to receive updates)

How did you hear about this Open House? (Please select all that apply)

____ Newspaper:

____ Postcard/Flyer

✓ Email from Williamson County

____ Williamson County Website

✓ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization:

____ Other:

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☑ I live in this area
- ☐ I work in this area
- ☑ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

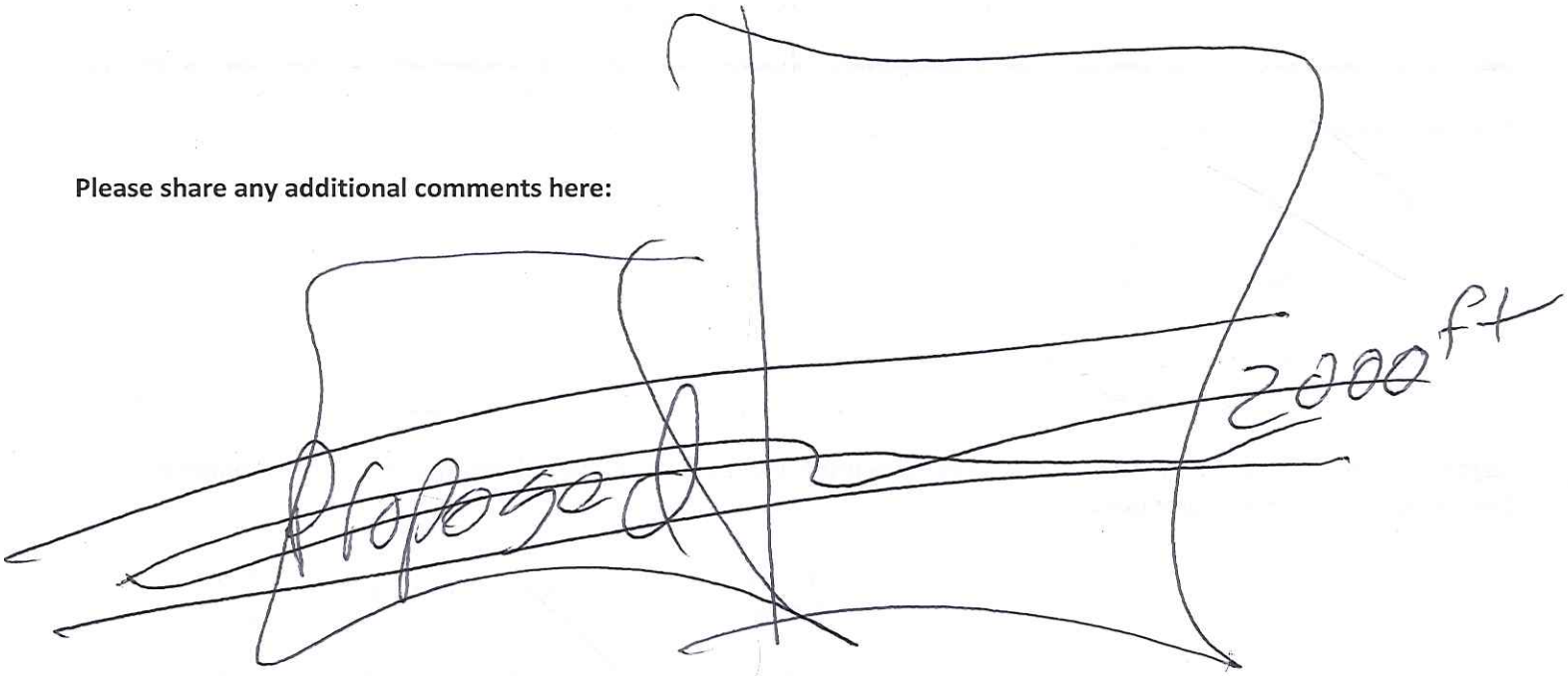
	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	✓	○	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	✓	○	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	✓	○	○	○	○
A goal of any proposed improvement should be to protect the environment.	○	✓	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	○	○	✓
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	○	○	○	✓	○
A goal of any proposed improvement should be to improve east/west connectivity.	✓	○	○	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Put proposed lines on this interactive Google_ kiosk stations.

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Please share any additional comments here:



Contact Information

Name Anthony D. Forcier

Address 1301 CR 448

City Taylor State TX Postal Code 76574 Phone 512-309-8822

E-mail Address (if you would like to receive updates) _____

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

____ Postcard/Flyer

✓ Email from Williamson County

✓ Williamson County Website

✓ Friend/Neighbor/Relative/Co-worker

✓ Neighborhood or Organization: Facebook, CR 448

____ Other: _____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

CORRIDOR C/SH 29 Bypass COMMUNITY SURVEY

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Please share any additional comments here.

PLEASE SEE INCLUDED LETTER

Contact Information

Name CAROL SCHMICKRATH

Address 1011 PATRIOT WAY

City GEORGETOWN State TX Postal Code 78626

E-mail Address (if you would like to receive updates) BROOKSTONEFARM@AOL.COM

How did you hear about this Open House? (Please select all that apply)

✓ Newspaper: _____

____ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

____ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization: _____

____ Other: _____

Comments are welcomed at any time. To be included in the meeting summary, please submit comments by **July 7, 2017** using one of the following methods:

- Complete this survey or use the following link to access it online: https://www.surveymonkey.com/r/corridor-c
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: comm3@wilco.org – include "Corridor C/SH 29 Bypass" in the subject line
- Call: 512-943-3370

WILLIAMSON COUNTY

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor C / SH 29 Bypass Study. Please complete this short survey, so we can learn what is important to you as mobility improvements are considered.

How would you use Corridor C / SH 29 Bypass (please check all that apply)?

- ☒ I live in this area
- ☐ I work in this area
- ☐ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	○	○	⊗	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	○	○	⊗	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	○	⊗	○	○
A goal of any proposed improvement should be to protect the environment.	⊗	○	○	○	○
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	⊗	○	○	○
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	⊗	○	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	⊗	○	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

WILLIAMSON COUNTY

Please continue the survey on the back.

Brookstone Farm
1011 Patriot Way
Georgetown, Texas 78626
August 23, 2017

Williamson County
710 S. Main St, Ste 101
Georgetown, TX 78626

Dear Sir and Madam,

It is with a heavy heart that I watch the "progress" in our community. Beautiful farmland is being over run by subdivisions and roads. People are displacing the long time habitats of wild animals who also deserve a place to live.

I appreciate the efforts that the county has made in contacting the citizens who will be most impacted by the pending developments. The community meeting at East View High School was well organized and well attended.

My present concern is that the proposed roads will be forced through properties without deference to those who live and have businesses there. Many of the impacted residents bought and developed property with certain expectations many of which will be devastated by the Corridors such as Corridor C which may pass through my property.

My suggestions are as follows:

1. Avoid old grove trees and all woodlands.
2. Avoid crossing creeks.
3. Consult the USDA soil conservation service about preservation of good soils and flooding
4. Consider land owners in the placement of the roads
5. Try to keep the road next to property lines and not through the middle of the property.
6. Consider future water sources before allowing more development.

I would be pleased to serve on the Williamson County Public Involvement Team and urge you to include as many interested residents as possible.

Sincerely,

Carol Schmickrath
512-940-2841
Brookstonefarm@aol.com

attn Julie Rickey

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☑ I live in this area
- ☑ I work in this area
- ☑ I commute through this area
- ☑ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	●	○	○	○	○
A purpose of any proposed improvement should be to address safety in the corridor.	●	○	○	○	○
A purpose of any proposed improvement should be to facilitate reliable emergency response.	○	○	●	○	○
A goal of any proposed improvement should be to protect the environment.	○	○	○	○	●
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	○	○	○	○	●
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	●	○	○	○	○
A goal of any proposed improvement should be to improve east/west connectivity.	○	○	●	○	○

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Schwertner Improvement Club

WILLIAMSON COUNTY

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

✓

Please share any additional comments here:

Smart! You had a very nice + Polite group of personal. Julie Ricky Personally walked me thru and discussed my concern. Hrs off to much ca. But cost lots of money to do this? ✓ 512 818 3822 cell

Contact Information

Name Victor V. Marek

Address PO Box 36

City Schwertner State TX Postal Code 76573 Phone 254 527 3822 Res.

E-mail Address (if you would like to receive updates) —

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

____ Postcard/Flyer

____ Email from Williamson County

____ Williamson County Website

____ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization: _____

____ Other: Individual Concerned

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include "Corridors A-1 and E-1" in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

WILLIAMSON COUNTY

From: Diane Naivar [redacted]
Sent: Wednesday, September 06, 2017 9:31 AM
To: Williamson County Road Bond Program <roadbond1@wilco.org>
Subject: FM 3349/1660

It is very discouraging that county officials have these plans in mind that affect all citizens. So many roads will cause huge amounts of flooding and large tax increases.

FM 3349 and FM 1660 have no need for such large expansions. There is a toll road only 6 miles away that could be improved and tolls removed. People would then use it. Instead you want to waste taxpayer's money.

This is a land grabbing/money hungry project that will benefit a few people. God has a special place for you!!

Diane Naivar

-

From: TL WebStuff [redacted]
Sent: Friday, August 25, 2017 2:41 PM
To: Williamson County Road Bond Program <roadbond1@wilco.org>
Subject: Corridor E1 Study Area Suggested Road Path

Please see attached.

From: Juneva Randig [redacted]
Sent: Wednesday, August 23, 2017 1:33 PM
To: Williamson County Road Bond Program <roadbond1@wilco.org>
Subject: E-1 Project

To Whom It May Concern:

As a property owner along County Road 101, where nine wrecks have occured in less than three years with gravel truck, pick-ups, cars and you name it always landing through my 5 strand barbed wire fence with metal T-Posts and larger metal posts. There has always been damage to my property because of the poor road condition on County Road 101; however, this did not happen until Chandler Road was constructed and every large 24 yard, 18 wheeler in the country uses it as a cut-through to beat the Policing forces on major roads. Hence, this has taken a huge negative toll on County Road 101 with smaller culverts and a road truly intended for smaller vehicle usage.

I have had to call Constables, Sheriffs, Police Units and Fire Trucks out when these wrecks occur.

Just two weeks ago, a 24 yard 18-wheeler was dragging a chain behind his truck and came down the road sparking and it got wrapped around his back tire and finally broke, but, not before starting a major fire in my pasture that needed 6 fire trucks out to put out the blaze with such a high wind that day. The truck did not stop and others had to call 911 to report the fire. We can totally do without those folks on our little County Road 101.

Now, I am all for repairing County Road 101, as it is in a total state of disrepair due to truck travels. I am totally against widening the road to wipe out pastures, houses, etc. to make a wider road than the Toll Roads, Chandler Road, etc. That is total nonsense.

As far as I am concerned about growth----------Cities have the authority to have a "No Growth" and it will put a stop to this building schools out of the wazoo and all of this other planning they are wracking their brains over with roads, etc. Surely, some growth is evident in order for anything to prosper, but, we do not need to try to act like larger cities and of course, as we all know, the Boom does go Bust sooner or later!!! Water is also a problem. If it were not in this area, cities like Austin, etc. would not be rationing water to only mow lawns certain days!!

Seems as though folks that were not raised on a wonderful farming, ranching, country environment only tend to see "$$$$$" in their eyes for Tax Revenue. Bigger is not better, as it is proven over and over.

With this said, "I am in favor of remodeling County Road 101 to only carry necessary traffic, as it was always designed for, and not to make a total runway for those 18 wheelers that will only destroy it quickly." I am not including 18 wheeler Farming necessities, as this is what we stand for in this area. Let Agriculture die and a Nation will die!!!

It is also not a bit necessary to widen the corners of CR 101 and CR 160, as that is a 2 mile stretch of dead end road. It is perfectly fine as is, just come out and retop it when it is time.

Thank you and I remain sincerely,

Juneva Randig

[redacted]

[redacted]

Texas Law requires all License holders to provide the Information About Brokerage Services form to prospective clients.

Juneva Randig, Realtor [redacted]

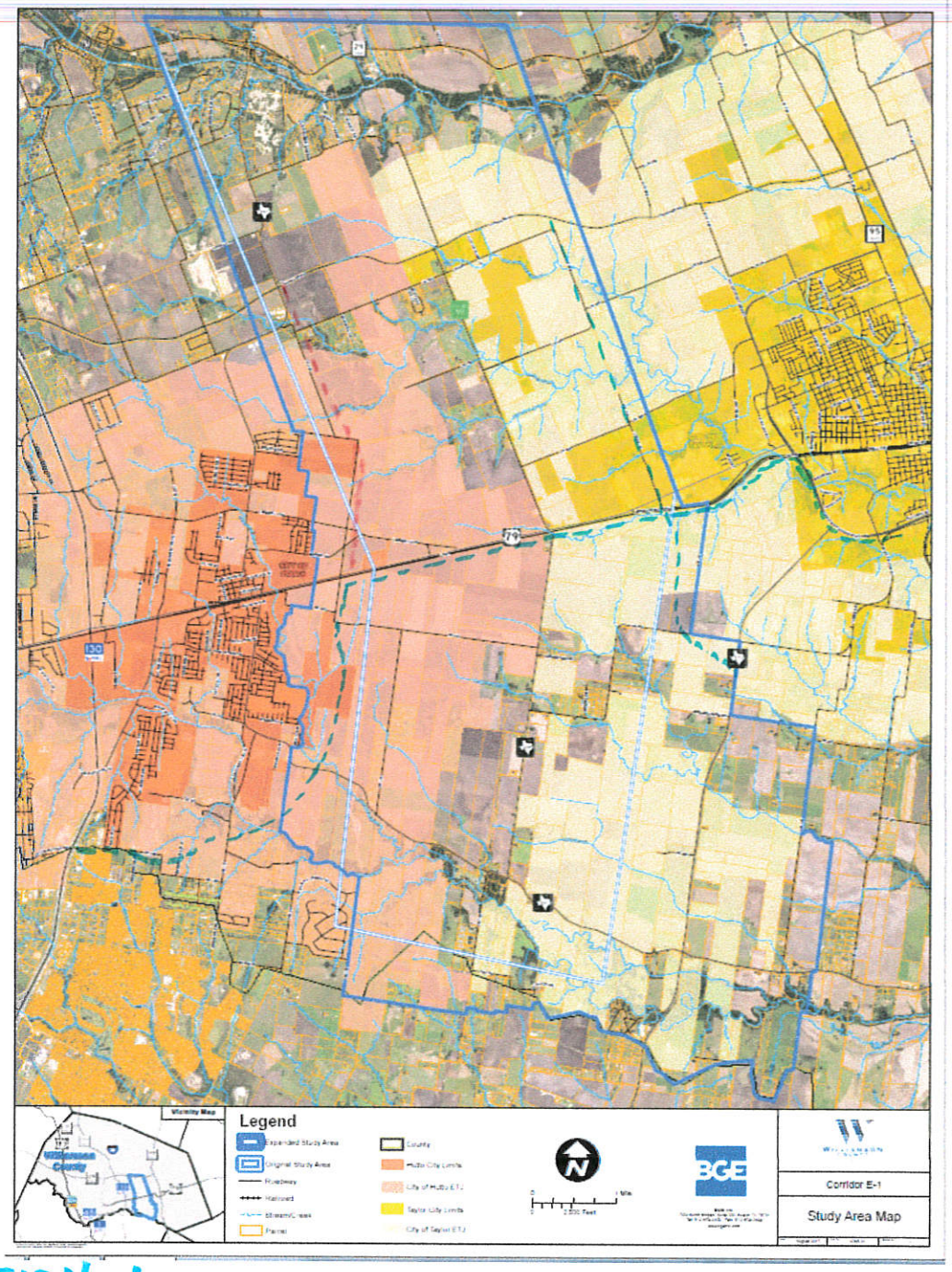
[redacted]

[redacted]

I do not want my comments to imply approval or support for any mobility improvements in Corridors A-1 and E-1. However, I want to suggest options to what has been shown in the Long Range Transportation Plan of Williamson County. The attached maps showing options for N/S and E/W controlled access roads would have these advantages:

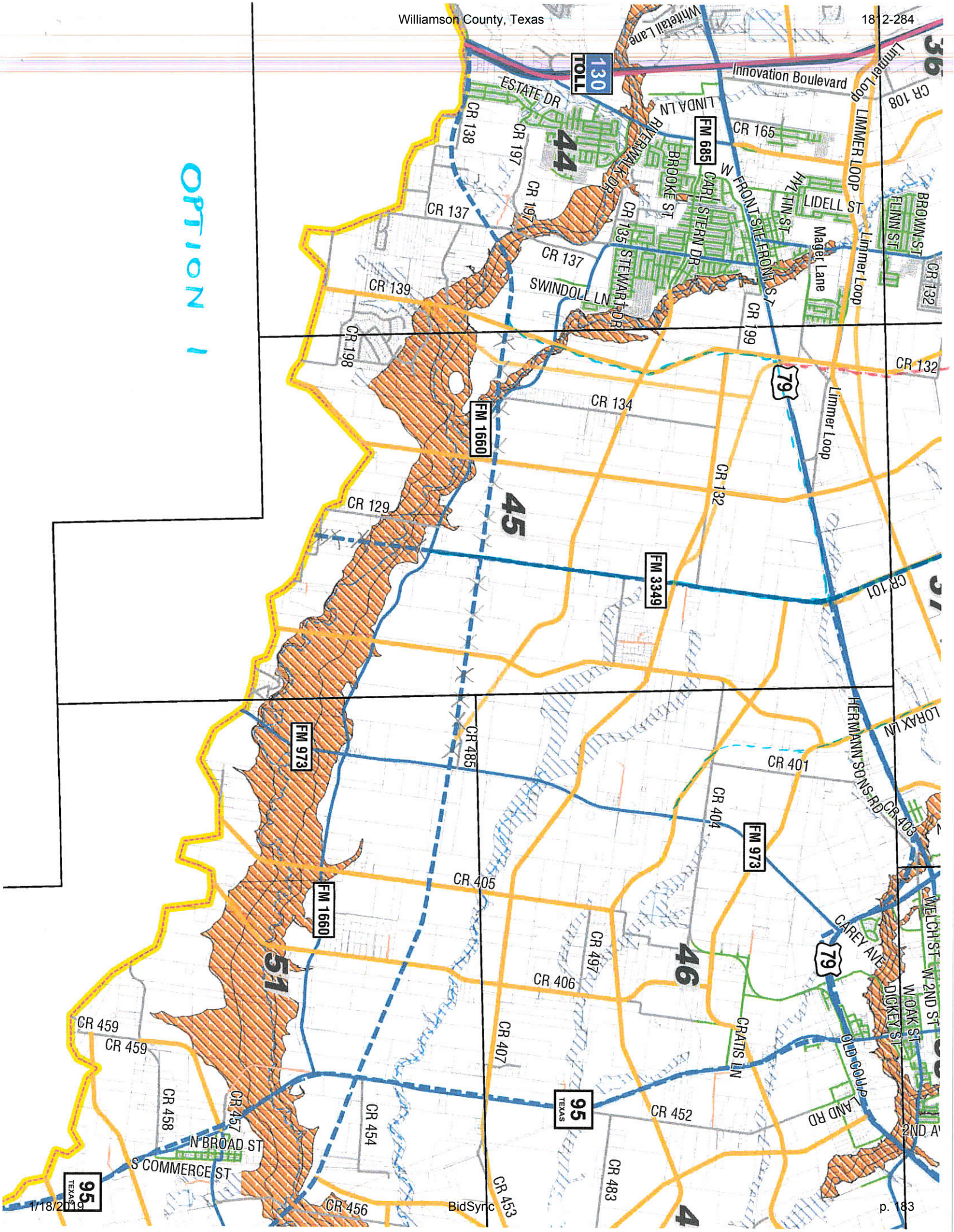
1. Disrupts the least amount of farming between Hutto and Taylor and avoids heritage farms.
2. Borders Hutto 2040 Future Land Use Agricultural/Open Space area.
3. Preserves Norman's Crossing community area.
4. Puts controlled access roads closer to Mega Site for easy access.
5. Avoids ski lake on CR 101.
6. FM 3349 and CR 102 remain as arterial roads and are available for use during construction of Controlled Access roads.
7. Could create a "loop" around Hutto.
8. Handles NE to SW traffic (Taylor area to Pflugerville area) and back.
9. Handles Hwy 95/FM 973 area traffic from the SE to NW and back.

Option 2 would have some of the same advantages but would disrupt much more farming.

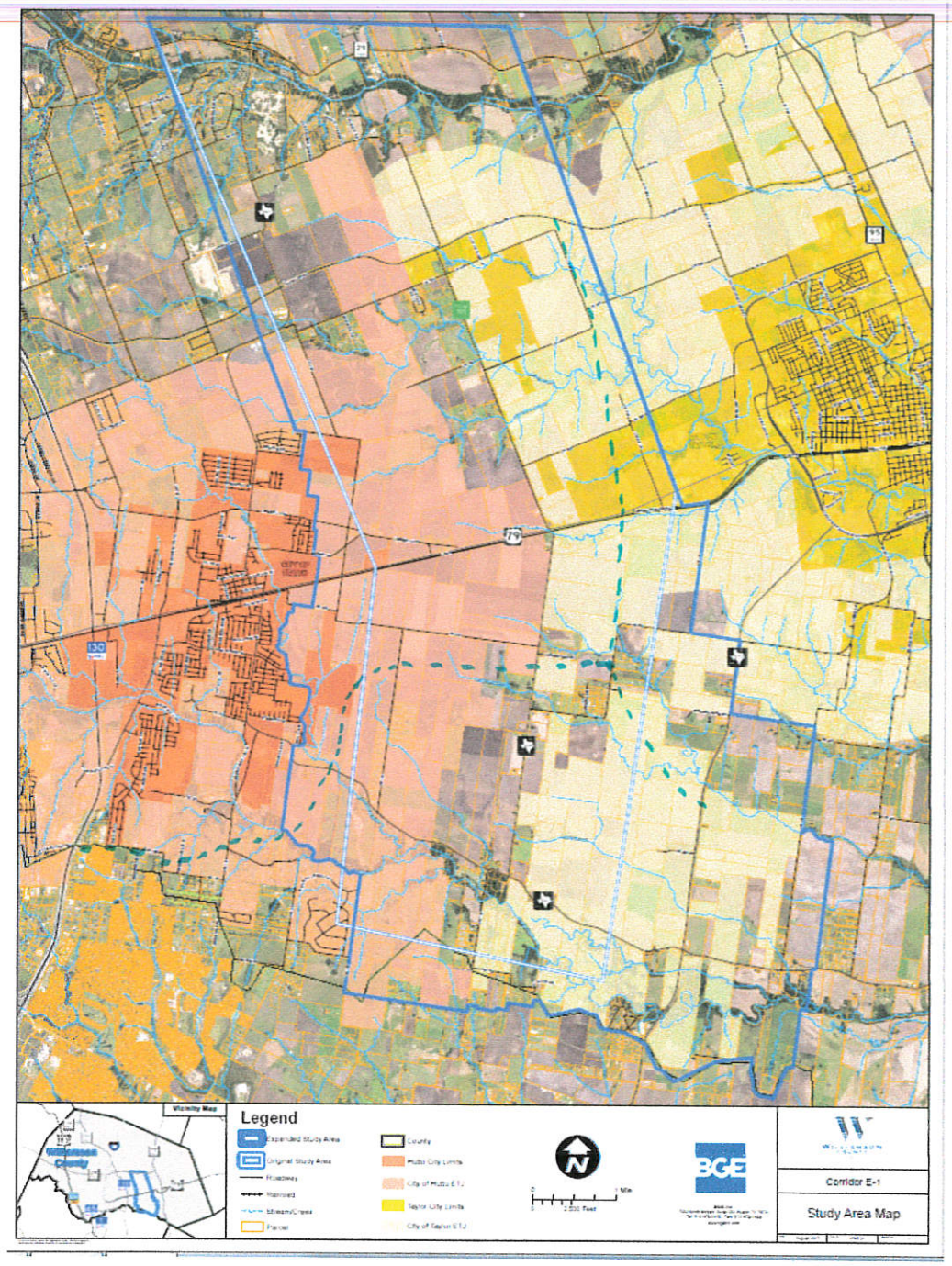


OPTION 1
---- TOLL ROAD 130 CONNECTION NE TO HWY 79
---- CONNECT FM 973 N TO CHANDLER
--- MAYBE A N/S CONNECTION FROM HWY 79 TO CHANDLER ON EAST EDGE OF HUTTO

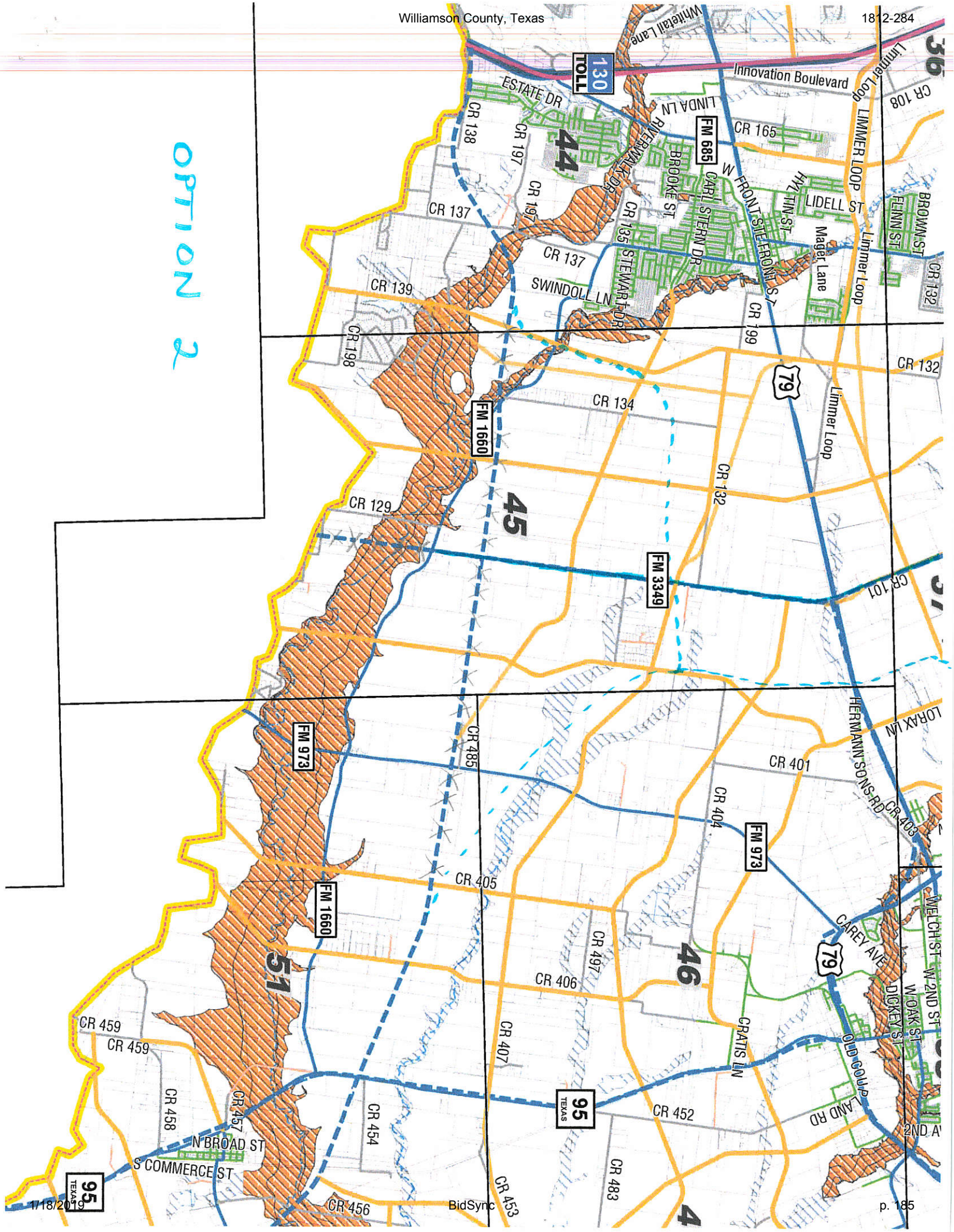
Copyright 2017 by Williamson County | **Privacy Statement** | **Terms Of Use**


OPTION 1
130 TOLL
Innovation Boulevard
Whitetail Lane
Limmer Loop
CR 108
ESTATE DR
CR 138
CR 197
44
LINDA LN
RIVERWALK DR
FM 685
CR 165
BROOKE ST
CARL STERN DR
W FRONTSTEE FRONT S
HWY TIN ST
LIDELL ST
Magee Lane
Limmer Loop
FLINN ST
BROWN ST
CR 132
CR 137
CR 135
STEWART DR
SWINDOLL LN
CR 139
CR 198
CR 199
79
CR 132
FM 1660
CR 134
Limmer Loop
CR 132
CR 129
45
FM 3349
CR 101
FM 973
CR 485
HERMANN SONS RD
LORAX LN
CR 401
CR 404
CR 403
FM 973
FM 1660
CR 405
51
CR 497
46
CR 406
CAREY AVE
79
WELCH ST
W 2ND ST
W OAK ST
DICKEY ST
CR 459
CR 459
CR 458
CR 457
CR 407
CRATIS LN
OLD COUPLAND RD
95 TEXAS
CR 452
2ND AV
N BROAD ST
S COMMERCE ST
CR 454
CR 483
CR 453
95 TEXAS
CR 456

OPTION 2



Copyright 2017 by Williamson County | **Privacy Statement** | **Terms Of Use**


OPTION 2
130 TOLL
Whitetail Lane
Innovation Boulevard
Limmer Loop
CR 108
ESTATE DR
LINDA LN
RIVERWALK DR
FM 685
CR 165
CR 138
CR 197
CR 137
BROOKE ST
CARL STERN DR
W FRONT ST
E FRONT ST
HWY 79
LIDELL ST
FLINN ST
BROWN ST
Mager Lane
Limmer Loop
CR 132
CR 135
STEWART DR
SWINDOLL LN
CR 139
CR 199
CR 198
CR 134
FM 1660
79
CR 129
45
FM 3349
CR 101
HERMANN SONS RD
LORAX LN
FM 973
CR 485
CR 401
CR 403
CR 404
CR 405
CR 497
46
CR 406
CAREY AVE
WELCH ST
W 2ND ST
W OAK ST
DICKEY ST
CR 459
CR 407
CRATIS LN
OLD COUPLAND RD
95 TEXAS
CR 452
CR 458
CR 457
CR 454
N BROAD ST
S COMMERCE ST
CR 453
CR 483
CR 456

A-1 MAPPED COMMENTS

39 comments were received on the A-1 study area maps at the public meeting

Map #	Comment Number	Comment	Notes:
Map 1 of 3	1	Proposed route with least impact on people	Red line drawn from 130 to CR 163 along Riverwalk Drive
Map 1 of 3	2	Possible route	Orange line drawn from 130 to CR 163 along CR 138
Map 1 of 3	3	Pipeline	Green line drawn near Glenwood Splash Pad
Map 1 of 3	4	Don't do it I live here	Arrow pointed into Lakeside Estates
Map 1 of 3	5	Not here	Circle drawn around Spring Valley
Map 1 of 3	6		Circle drawn between CR 137 and CR 139
Map 1 of 3	7	No toll east	Circle drawn near CR 139 and Brushy Creek Trail
Map 1 of 3	8	This intersection is too crowded now Add a new interchange	Written near 130 and CR 138
Map 1 of 3	9	Can Rowe have its own interchange?	Written near Rowe Lane and 130
Map 1 of 3	10		Circle drawn near CR 138 and Greenridge Dr.
Map 1 of 3	11		Key
Map 2 of 3	1	We don't need another tollway!	
Map 2 of 3	2	I second that	Response to previous comment
Map 2 of 3	3	I third that	Response to previous comment
Map 2 of 3	4	No corridor anywhere	
Map 2 of 3	5	No A-1 lifetime 4 generations farm Polasek Huf Co Rd 129	Near CR 129
Map 2 of 3	6	No corridor anywhere	
Map 2 of 3	7	Stay just north of 1660	
Map 2 of 3	8	How will this impact Farley and Ray?	Written near CR 9958
Map 2 of 3	9	139 CR 139 This area is filled with rural homes. A road will increase light pollution and noise pollution. Decreased air quality. No more bonfires with quiet. No more stars	
Map 2 of 3	10	139 CR 139 We are trying to preserve our rural peace and quiet and stars! Put the road where the people are by the subdivisions.	
Map 2 of 3	11	Amen	Arrow pointing to previous comment
Map 2 of 3	12	No toll road. Need crossovers every ½ mile.	
Map 2 of 3	13	If CR 138 is to be the chosen route, the A-1 to 130 interchange must include	

Map #	Comment Number	Comment	Notes:
		flyovers to allow merging on to 130. Otherwise traffic at the current intersection will be too congested.	
Map 2 of 3	14	This intersection is too busy now-please build another interchange	130 and CR 138
Map 2 of 3	15	I want my home. Don't do it.	Arrow to Lakeside Estates
Map 2 of 3	16	Go high over flood plane to connect	Written near FM 685 and 130
Map 2 of 3	17		Key
Map 3 of 3	1	Come over the flood plain with an elevated intersection	
Map 3 of 3	2	Lakeside Estate Subdivision	Arrow near subdivision
Map 3 of 3	3	This intersection is too crowded now. We need another interchange.	Circle drawn at intersection of CR 138 and 130
Map 3 of 3	4	Not here	Circle drawn near Spring Valley
Map 3 of 3	5	Best Place Farms	Rectangle drawn near CR 139
Map 3 of 3	6	Norman's Crossing historic area and buildings	Circle drawn around Norman's crossing
Map 3 of 3	7	Norman heritage farms	
Map 3 of 3	8	Historical buildings!	Circle drawn near historical buildings
Map 3 of 3	9	The whole concept is about sprawl which will push out in time all farmers/ranchers/landholders. There are better ways to do it. Don't push out.	
Map 3 of 3	10	Registered family farm	Written near Urbanek Farm
Map 3 of 3	11		key

E-1 MAPPED COMMENTS

60 comments were received on the E-1 study area maps at the public meeting

Map #	Comment Number	Comment	Notes:
Map 1 of 4	1	No No	
Map 1 of 4	2	New Bridge	red and blue line running south to SH 79
Map 1 of 4	3	enlarge 130?	circled with question mark
Map 1 of 4	4	29 6 Lanes	line pointing to 29
Map 1 of 4	5	Eat up your county Park Land	Arrow pointing to Future Buyers Park
Map 1 of 4	6	No	
Map 1 of 4	7	There are constant bad traffic accidents at chandler road intersections and no action to make them safer. Take care of what we already have to show concern for local folks. 1) My Family Farms in central Wilson County. Chandler Road Bisected several Farms we own or Farm. It is increasingly difficult if not impossible at times to cross Chandler with equipment and slow moving grain loads. 2) 1st priority if building new roads is to protect livelihood of current landowners. There are no protected areas to cross over. Major requirements, anywhere would be crossovers protected for slow equipment, traffic lights and turn lanes!	3 Sticky Notes
Map 1 of 4	8	SAVE THESE LAKES!!!!!	Torn Sticky Note
Map 1 of 4	9	FLOODS	Underlined and Circled
Map 1 of 4	10	If this is approved it will be a flop just Like the water brought by Hutto!	
Map 1 of 4	11	Top kek	With red arrow pointing to #10
Map 1 of 4	12	BOEHM FARMS NO ROADS	Underlined
Map 1 of 4	13	Study Land Site	Underlined with arrow pointing road west
Map 1 of 4	14	NO ROAD	
Map 1 of 4	15	32 yr. old Pecan Orchard 50 ft. tall - Cannot be replaced 150 trees!! Improved Variety Pecans	On blue sticky note with arrow and property circled
Map 1 of 4	16	NO ROAD	With property circled with arrow to it
Map 1 of 4	17	No Toll needed	
Map 1 of 4	18	NO ROAD	
Map 1 of 4	19	No Road	
Map 1 of 4	20	NO ROADS	Property Circled
Map 1 of 4	21	NO ROAD No NEED	Need is underlined
Map 1 of 4	22	Move Line to 973	Arrow pointing from study area
Map 1 of 4	23	NO ROAD No NEED	Need is underlined
Map 1 of 4	24	NO ROAD	
Map 1 of 4	25	NO ROAD	
Map 1 of 4	26	DAN MOODY FARM	
Map 1 of 4	27	NO ROAD No NEED	Need is underlined

Map #	Comment Number	Comment	Notes:
Map 1 of 4	28	Sold property in 1998. Why not develop existing easement	
Map 1 of 4	29	NO ROAD	
Map 1 of 4	30	NO ROAD	
Map 1 of 4	31	NO ROAD No NEED	Need is underlined and arrow pointing East-West
Map 2 of 4	1	Keep same general 29 location, elevate, straighten curves, add a lane. Victor Marek	written on sticky note
Map 2 of 4	2	NO NO	In 2 Properties
Map 2 of 4	3	29 - 6 Lanes	SH 29 Circled
Map 2 of 4	4	Theirs another place Not Shown 6 Lane 29	
Map 2 of 4	5	Dry Creek East of Jonah Cemetery Currently Floods with heavy rains. Any run off of a new road would further endanger the Jonah Cemetery and adjacent homes	
Map 2 of 4	6	NO	
Map 2 of 4	7		Green Cellophane Line (using guides) with 350 ft.
Map 2 of 4	8	Spring Fed, Feeds Cattle	Water Body circled with arrows to it
Map 2 of 4	9		Red Line Runs North South
Map 2 of 4	10	Bridge Needs Work	Bridge circled
Map 2 of 4	11	SAVE THESE LAKES!!!!!	Torn Sticky Note
Map 2 of 4	12	Embrace the Cloverleaf!	Pink Sticky Note with Cloverleaf intersection drawn on it
Map 2 of 4	13	Urbanek owned- purchased in 90's	Property is bracketed
Map 2 of 4	14	family cemetery (dedicated)	line pointing to cemetery
Map 2 of 4	15	NO ROADS Needed	
Map 2 of 4	16	FLH	arrow pointing to property
Map 2 of 4	17		Red Line Runs North South
Map 2 of 4	18	NO ROAD	
Map 2 of 4	19	Norman Historic Home, Norman's Crossing, Norman Heritage farm, Historic buildings	Norman's Crossing Circled and Boxed out
Map 2 of 4	20	CR 384 on 487 - Interested in what is planned there. Victor Marek	
Map 2 of 4	21	Consider elevating roadways in floodzone - to keep ROW and let farmers keep farming underneath. Victor Marek	
Map 2 of 4	22	Tie to Cox Family	arrow pointing to study area line
Map 3 of 4	1	SAVE THESE LAKES!!!!!	Torn Sticky Note
Map 3 of 4	2	No Roads	four arrows extending to the boundaries of the property
Map 3 of 4	3	No Toll Road	With arrow pointing to x'ed out property
Map 3 of 4	4	Farm of 150 32 yr. old Pecan trees- 50 ft. tall - Cannot be replaced!! Kaderka - 3349!	written on Sticky note
Map 3 of 4	5	No Toll Needed	written below x'ed out property
Map 3 of 4	6	NO road	with line through property

Map #	Comment Number	Comment	Notes:
Map 4 of 4	1		Purple line running North South from Chandler Road to FM 1660

1812-284

Williamson County, Texas

p. 191

BidSync

1/18/2019

0 0.25 0.5 0.75 1 Mile

0 2,500 Feet

Preliminary
Subject to Change

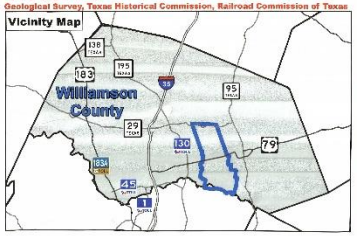
Legend

- Expanded Study Area
- Original Study Area
- County Boundary
- Parcel
- City of Hutto Boundary
- City of Taylor Boundary
- 10-ft Contours
- Roadway
- Railroad
- Oil/Gas Pipeline
- Stream/Creek
- Waterbody
- Wetland
- Designated Floodway
- 100-Year Flood Zone
- Historical Marker
- Cemetery
- Transmission Tower
- Water Tower
- Planned Park Project (County)
- Platted or Planned Projects (Hutto)
- Wastewater Treatment Plant
- Family Land Heritage Farm (FLHF)

Map 1 of 3
8/24/17

Data Accessed 2017: Google Earth, Federal Emergency Management Agency, Williamson County, Texas Natural Resources Information System, Williamson County Appraisal District, City of Hutto, City of Taylor, United States Fish and Wildlife Service's National Wetlands Inventory, National Hydrography Dataset, Texas Department of Agriculture, United States Geological Survey, Texas Historical Commission, Railroad Commission of Texas

Vicinity Map



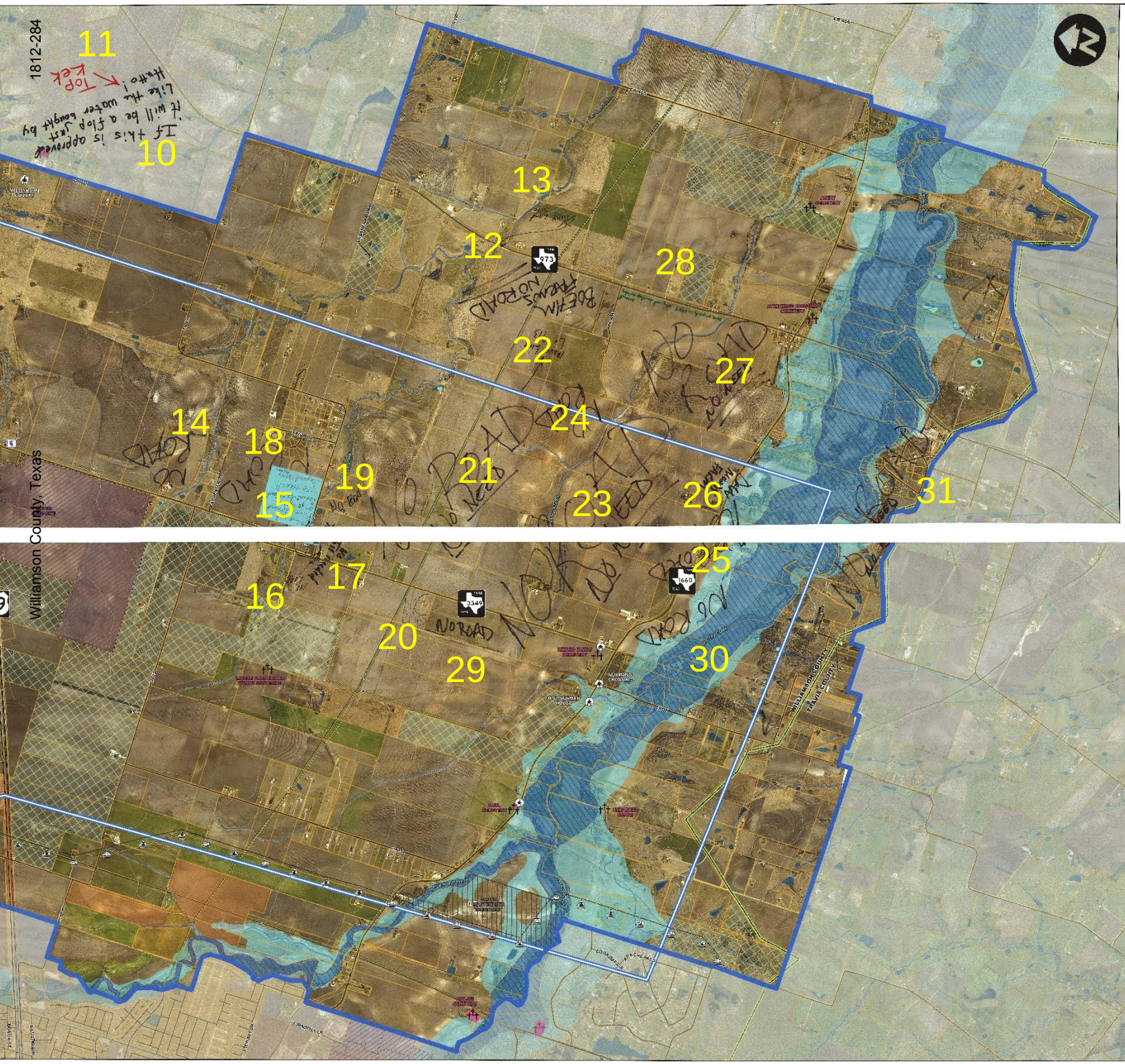
WILLIAMSON COUNTY

Corridor E-1
Preliminary Potential Environmental Constraints Map

BGE

BGE, Inc.
7000 North Mopac, Suite 330, Austin TX 78731
Tel 512-879-0400 Fax 512 879-0488
www.bgeinc.com

Date	PC No.	Rev No.
August 2017	4745-01	1



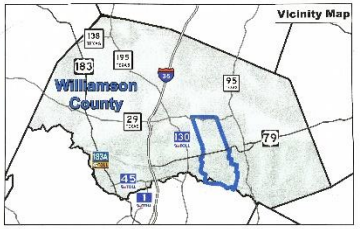
0 0.25 0.5 0.75 1 Mile
0 2,500 Feet

Preliminary
Subject to Change

Legend

- Expanded Study Area
- Original Study Area
- County Boundary
- Parcel
- City of Hutto Boundary
- City of Taylor Boundary
- 10-ft Contours
- Roadway
- Railroad
- Oil/Gas Pipeline
- Stream/Creek
- Waterbody
- Wetland
- Designated Floodway
- 100-Year Flood Zone
- Historical Marker
- Cemetery
- Transmission Tower
- Water Tower
- Planned Park Project (County)
- Platted or Planned Projects (Hutto)
- Wastewater Treatment Plant
- Family Land Heritage Farm (FLHF)

Data Accessed 2017: Google Earth, Federal Emergency Management Agency, Williamson County, Texas Natural Resources Information System, Williamson County Appraisal District, City of Hutto, City of Taylor, United States Fish and Wildlife Service's National Wetlands Inventory, National Hydrography Dataset, Texas Department of Agriculture, United States Geological Survey, Texas Historical Commission, Railroad Commission of Texas



WILLIAMSON COUNTY

Corridor E-1
Preliminary Potential Environmental Constraints Map

BGE, Inc.
7000 North Mopac, Suite 330, Austin TX 78731
Tel. 512-879-0400 Fax. 512-879-0499
www.bgeinc.com

Date	Project No.	Sheet No.
August 2017	4745-01	1

BidSync
1/18/2019

0 0.25 0.5 0.75 1 Mile
0 2,500 Feet

Preliminary
Subject to Change

Legend

- Expanded Study Area
- Original Study Area
- County Boundary
- Parcel
- City of Hutto Boundary
- City of Taylor Boundary
- 10-ft Contours
- Roadway
- Railroad
- Oil/Gas Pipeline
- Stream/Creek
- Waterbody
- Wetland
- Designated Floodway
- 100-Year Flood Zone
- Cemetery
- Transmission Tower
- Water Tower
- Planned Park Project (County)
- Planned or Planned Projects (Hutto)
- Wastewater Treatment Plant
- Family Land Heritage Farm (FLHF)

Map 2 of 3
8/24/17

Data Accessed 2017: Google Earth, Federal Emergency Management Agency, Williamson County, Texas Natural Resources Information System, Williamson County Appraisal District, City of Hutto, City of Taylor, United States Fish and Wildlife Service's National Wetlands Inventory, National Hydrography Dataset, Texas Department of Agriculture, United States Geological Survey, Texas Historical Commission, National Conservation of Texas

Vicinity Map

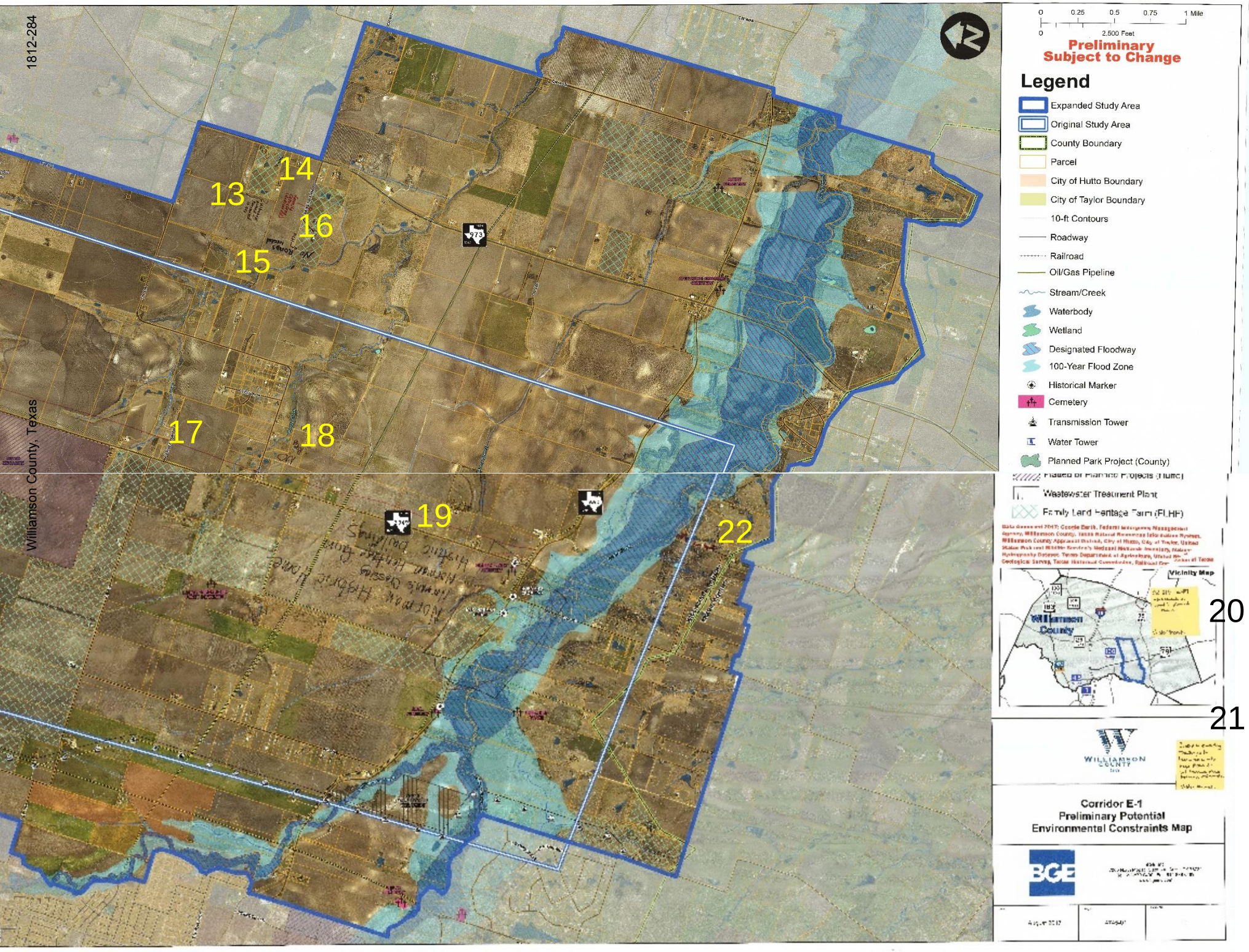
WILLIAMSON COUNTY

Corridor E-1
Preliminary Potential
Environmental Constraints Map

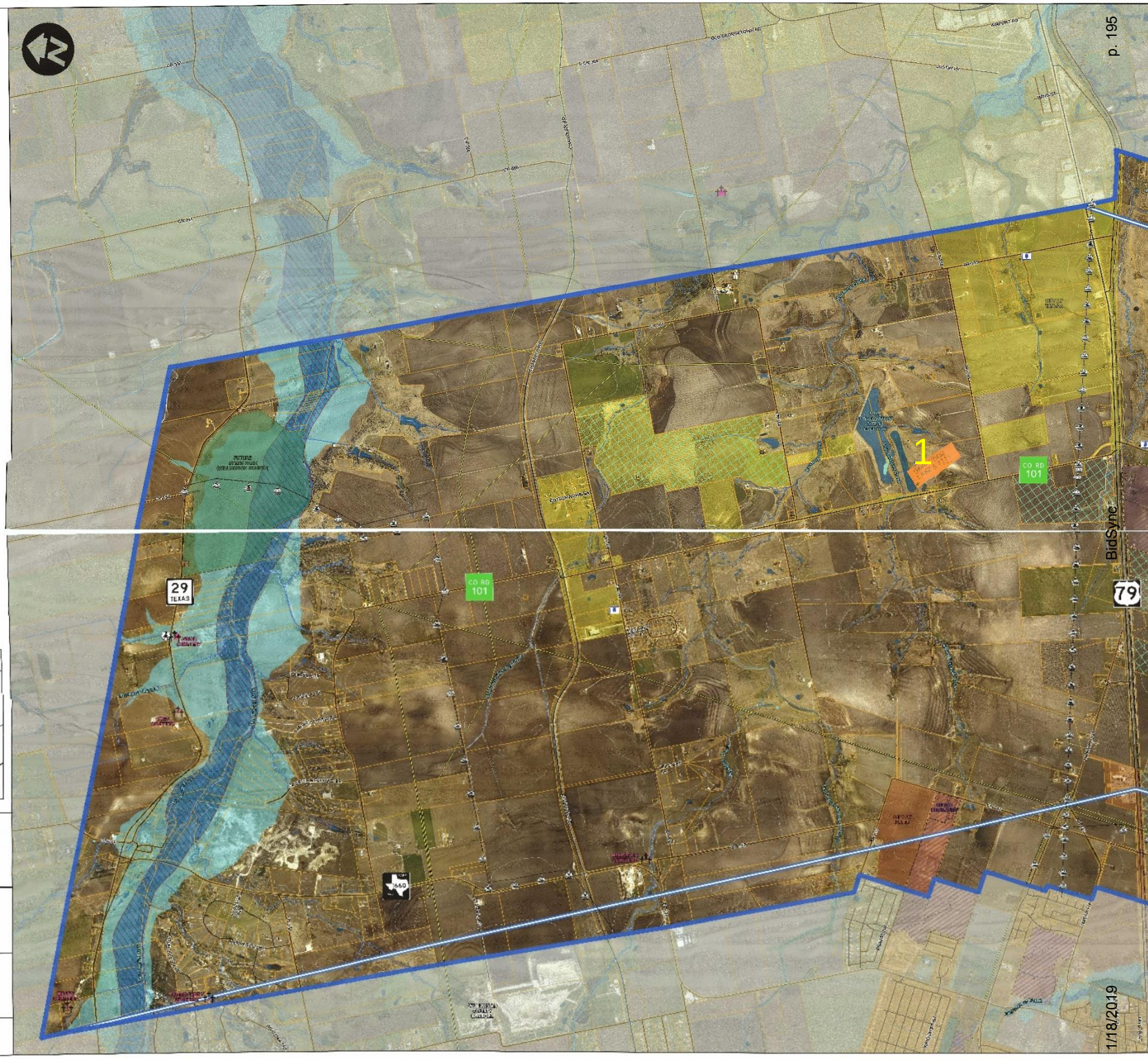
BGE

August 2017	42454	1

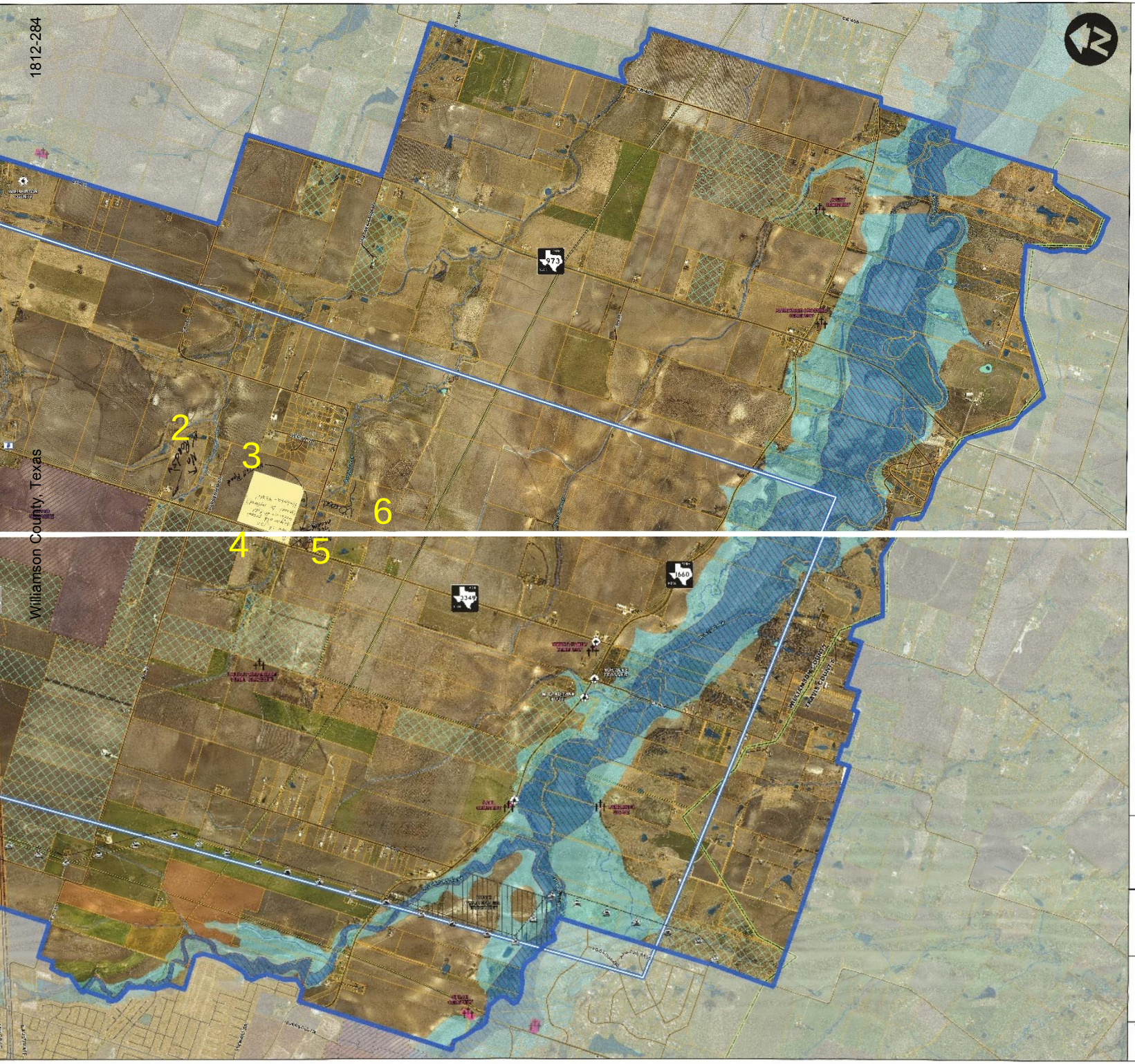
BidSync



p. 194
BidSync
1/18/2019


0 0.25 0.5 0.75 1 Mile
0 2,500 Feet
Preliminary
Subject to Change
Legend
Expanded Study Area
Original Study Area
County Boundary
Parcel
City of Hutto Boundary
City of Taylor Boundary
10-ft Contours
Map 3 of 3
8/24/17
Roadway
Railroad
Oil/Gas Pipeline
Stream/Creek
Waterbody
Wetland
Designated Floodway
100-Year Flood Zone
Historical Marker
Cemetery
Transmission Tower
Water Tower
Planned Park Project (County
Platted or Planned Projects (Hutto)
Wastewater Treatment Plant
Family Land Heritage Farm (FLHF)
Data Accessed 2017: Google Earth, Federal Emergency Management Agency, Williamson County, Texas Natural Resources Information System, Williamson County Appraisal District, City of Hutto, City of Taylor, United States Fish and Wildlife Service's National Wetlands Inventory, National Hydrography Dataset, Texas Department of Agriculture, United States Geological Survey, Texas Historical Commission, Railroad Commission of Texas
Vicinity Map
Williamson County
WILLIAMSON COUNTY
Corridor E-1
Preliminary Potential
Environmental Constraints Map
BGE
August 2017
1
CO RD 101
29
TEXAS
79
1

BidSync



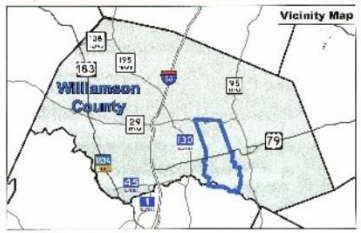
0 0.25 0.5 0.75 1 Mile
0 2,500 Feet

Preliminary
Subject to Change

Legend

- Expanded Study Area
- Original Study Area
- County Boundary
- Parcel
- City of Hutto Boundary
- City of Taylor Boundary
- 10-ft Contours
- Roadway
- Railroad
- Oil/Gas Pipeline
- Stream/Creek
- Waterbody
- Wetland
- Designated Floodway
- 100-Year Flood Zone
- Historical Marker
- Cemetery
- Transmission Tower
- Water Tower
- Planned Park Project (County)
- Platted or Planned Projects (Hutto)
- Wastewater Treatment Plant
- Family Land Heritage Farm (FLHF)

Data Accessed 2017: Google Earth, Federal Emergency Management Agency, Williamson County, Texas Natural Resources Information System, Williamson County Appraisal District, City of Hutto, City of Taylor, United States Fish and Wildlife Service's National Wetlands Inventory, National Hydrography Dataset, Texas Department of Agriculture, United States Geological Survey, Texas Historical Commission, Railroad Commission of Texas



WILLIAMSON COUNTY

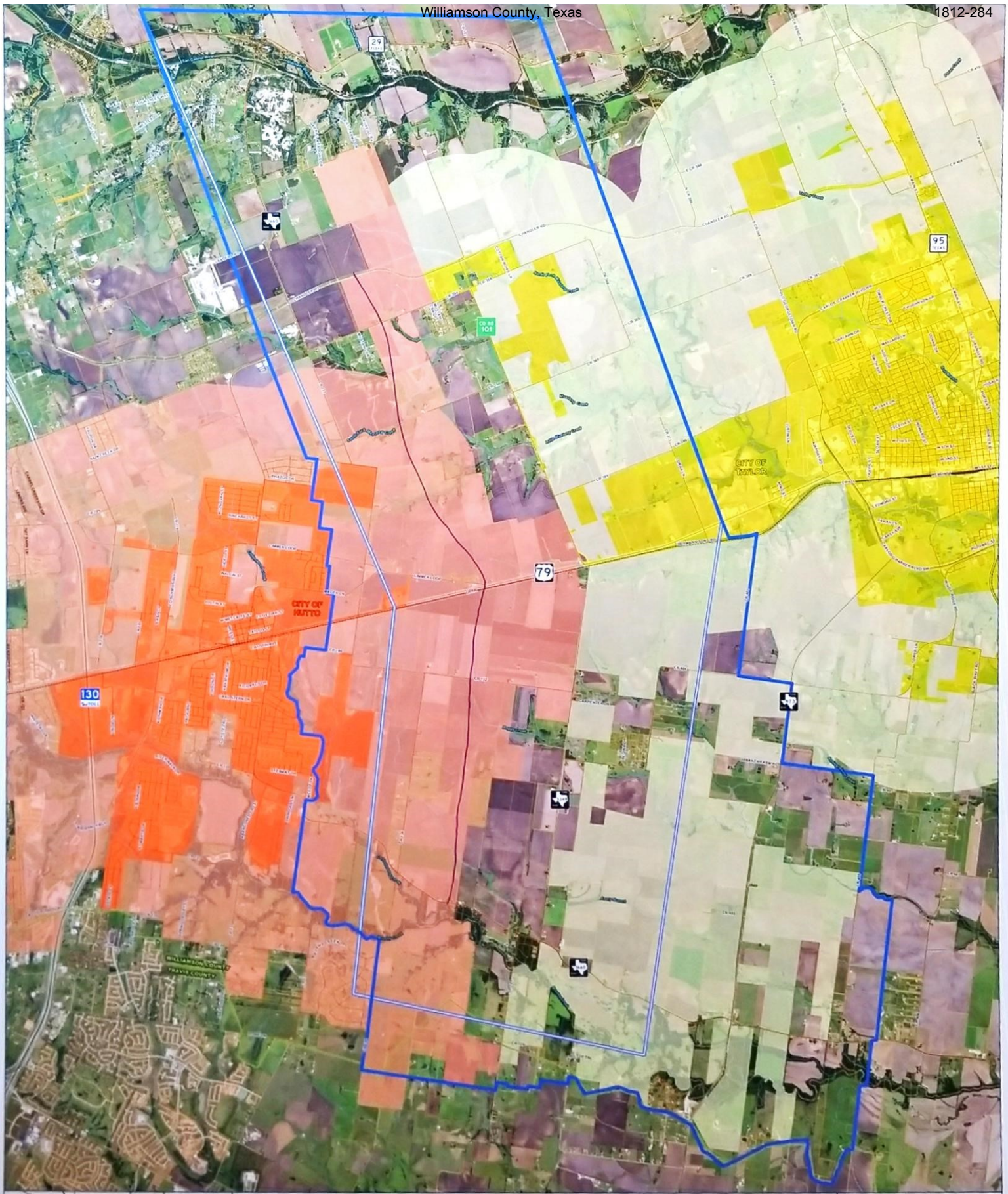
Corridor E-1
Preliminary Potential
Environmental Constraints Map

BGE

BGE, Inc.
7800 North Mopac, Ste 310, Austin TX 78731
Tel: 512-879-0400 Fax: 512 879 0499
www.bgeinc.com

August 2017	4745-01	1

BidSync



Legend

- Expanded Study Area
- Original Study Area
- Roadway
- Railroad
- Stream/Creek
- Parcel
- County
- Hutto City Limits
- City of Hutto ETJ
- Taylor City Limits
- City of Taylor ETJ

0 1 Mile
0 2,500 Feet

BGE, Inc.
7000 North Mopac, Suite 330, Austin TX 78731
Tel: 512-879-0400 Fax: 512-879-0499
www.bgeinc.com

WILLIAMSON COUNTY

Corridor E-1

Study Area Map

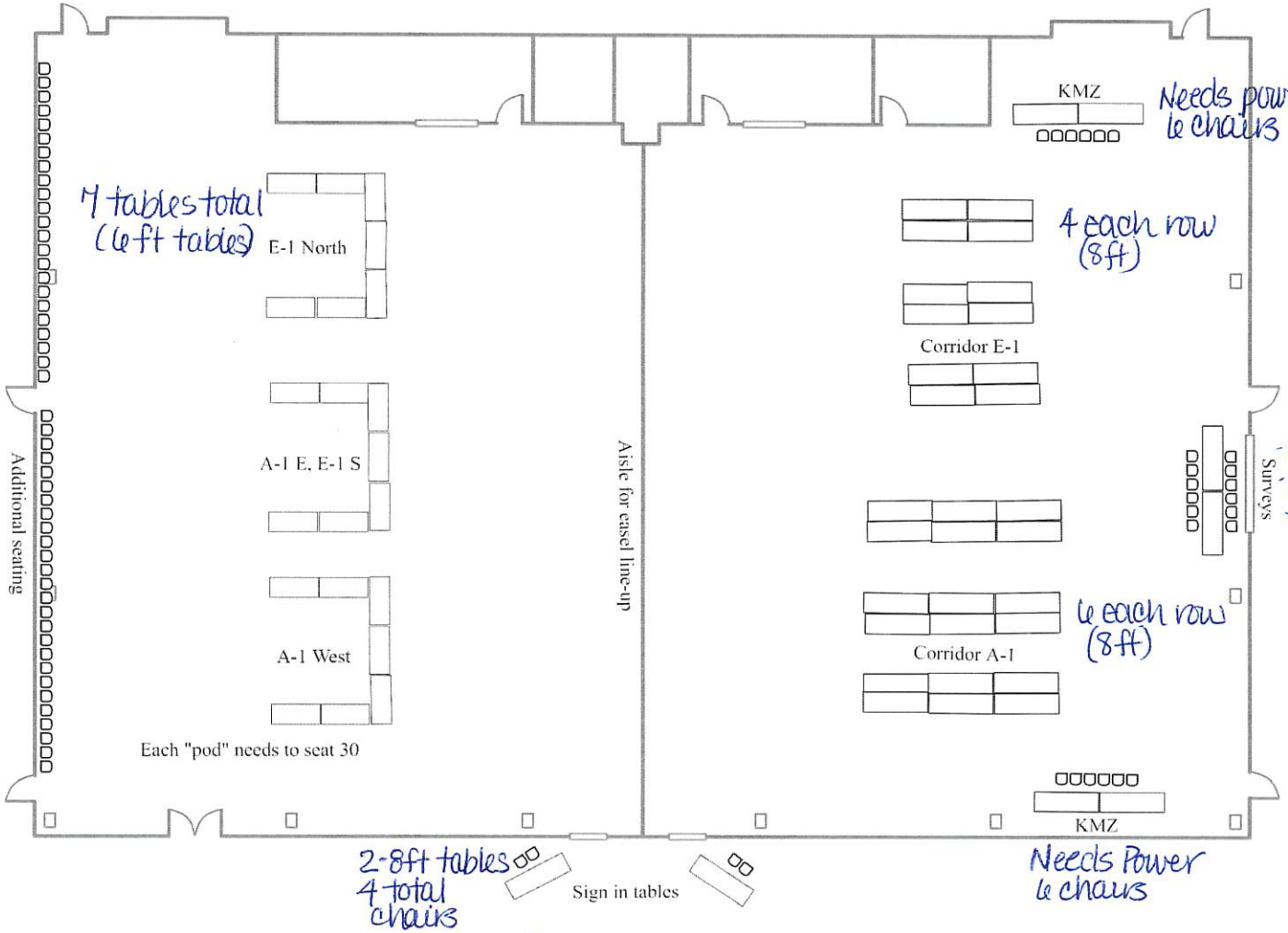
ATTACHMENT E

Figures

- Room layout.....158
- Sign-in sheet.....159
- Fact sheet.....160
- Survey.....161
- Boards.....164
- A-1 study area map.....172
- A-1 constraints map.....173
- E-1 study area map.....174
- E-1 constraints map.....175
- Photo.....176

- Needs microphone
- arriving at 2 pm on 8/24

OPEN HOUSE LAYOUT



PLEASE SIGN IN

August 24, 2017

NAME	ADDRESS	PHONE	E-MAIL (IF YOU WOULD LIKE TO RECEIVE UPDATES)	HOW DID YOU HEAR ABOUT THE MEETING?
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____
				Newspaper___ Mail___ E-mail___ Social Media___ Other _____

Corridor A-1 and E-1 Fact Sheet

Public Meeting – August 24, 2017

The purpose of this meeting is to share information about the A-1 and E-1 Corridor Studies and provide an additional opportunity for public input. The study areas have been expanded since the last public meetings held in June.

AGENDA

Open House: This meeting is an open house format. Please review background boards and large-scale maps of the study areas for each corridor. We hope that you will take the time to visit with our project teams to learn about the A-1 and E-1 Corridor Studies, and share your ideas and input directly on the maps.

Workshops: During the meeting, we are facilitating three different 30-minute workshops to have a collaborative discussion about how we can address both the community concerns and the County's planning needs. Each session will be around 30 minutes long and all are welcome to attend one or all three of the workshops. The workshops will be conducted by area and start times are below:

E-1 North	5:30 p.m.	**E-1 South/A-1 East**	5:30 p.m.	**A-1 West**	5:30 p.m.
	6:15 p.m.		6:15 p.m.		6:15 p.m.
	7:00 p.m.		7:00 p.m.		7:00 p.m.

We encourage you to share your comments with us. You can do this tonight by filling out a Community Survey, submitting a comment card, writing on the maps, or participating in a workshop.

BACKGROUND

As part of the County Long-Range Transportation Plan, Williamson County (the County) is studying five corridors that would enhance mobility in the County. Corridors A-1 and E-1 will increase connectivity in eastern Williamson County to accommodate growth and anticipated future traffic levels to provide reliable transportation options. By planning ahead, the County can best accommodate property owners, businesses, and the community while planning for the future.

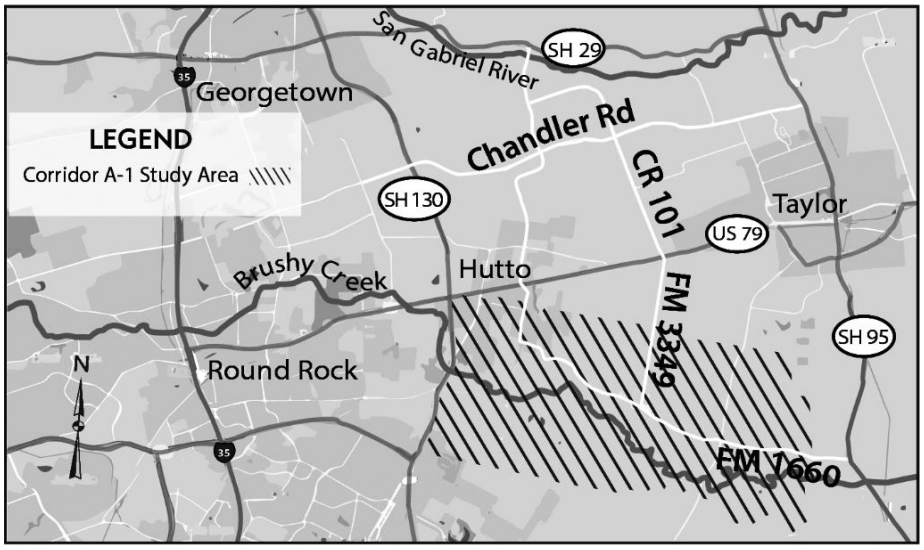
- A-1 Corridor Study: east/west connector between SH 130 and FM 3349
- E-1 Corridor Study: north/south connector between Chandler Road and FM 1660

These corridors were selected because the County recognized that these are areas where more connection and mobility options are needed to safely and efficiently accommodate future growth.

CORRIDOR A-1

The objective of the A-1 Corridor Study is to improve efficiency for traffic traveling east from SH 130. It is part of a larger effort to improve transportation throughout Williamson County. It will provide an alternate east-west route to US 79, which currently experiences high traffic volumes.

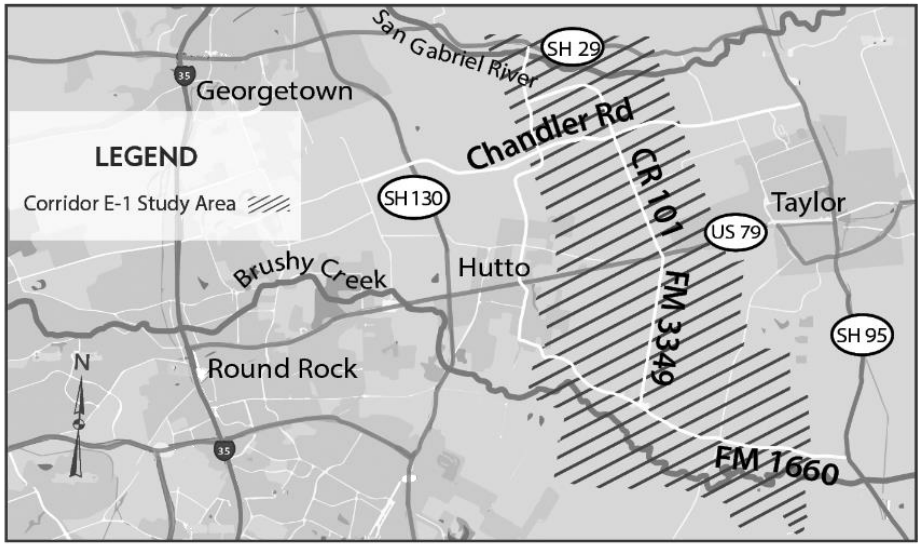
County Commissioner:
Larry Madsen, Precinct 4
Study Area:
From SH 130 east to FM 3349, and from Rowe Lane north to near US 79
Study Length:
Approximately 5.5 miles
Study Launched:
April 2017
Issues to be addressed:
Safety and mobility, lack of east-west connectivity



CORRIDOR E-1

The objective of the E-1 Corridor Study is to improve north-south connectivity in the County. It is part of a larger effort to improve transportation throughout Williamson County. It will provide an alternative to SH 130 and SH 95 which currently experience high traffic volumes.

County Commissioner:
Larry Madsen, Precinct 4
Study Area:
Between Chandler Road and FM 1660
Study Length:
Approximately 12 miles
Study Launched:
April 2017
Issues to be addressed:
Safety and mobility, lack of north-south connectivity



Ultimately, any improvements that are made could connect to other future transportation corridors in eastern Williamson County. All study components will be conducted in compliance with environmental regulations.

PUBLIC ENGAGEMENT

Public input is an essential part of this process and the County wants to work closely with the public to develop a project that supports the needs of the area. The County is interested in your input and participation at any point in the study. Please get involved by attending a public meeting, or reaching out to the project team.

WHAT IS THE CORRIDOR STUDY PROCESS?

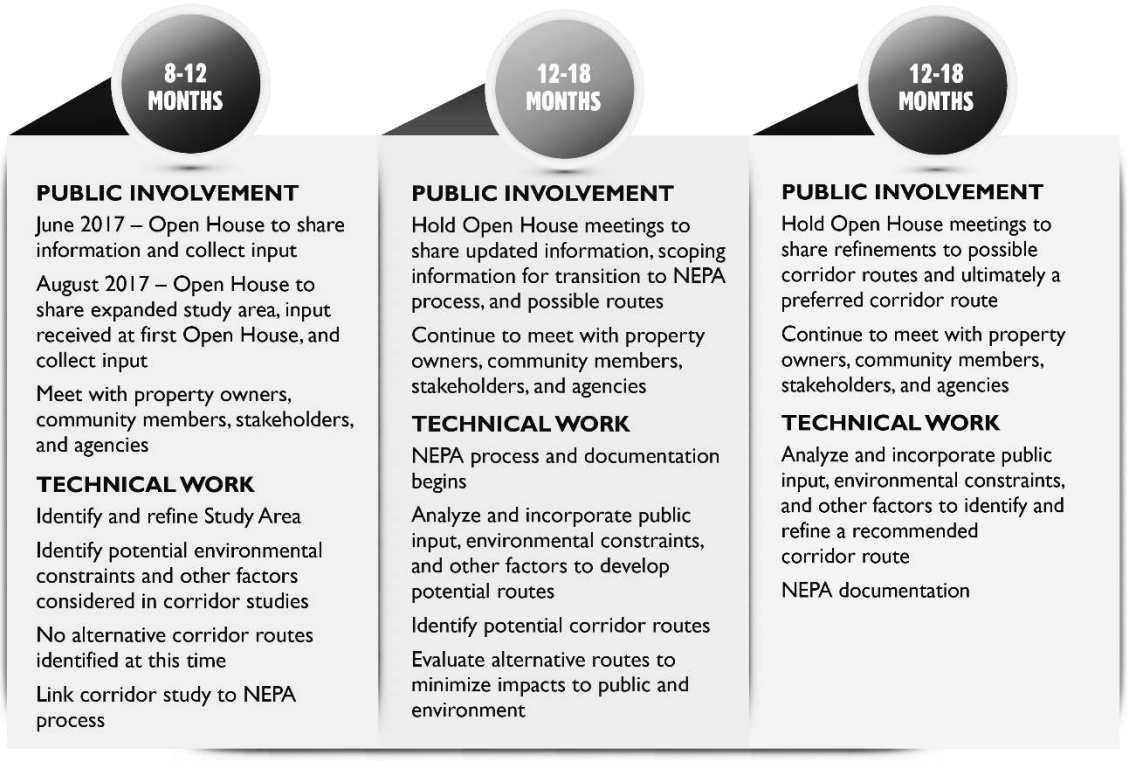
The process to study these corridors involves evaluating many factors including:

- Social & community impacts
- Public input
- Impacts to property owners
- Water resources
- Threatened & endangered species
- Vegetation & wildlife
- Land use & parkland
- Archeological & historic resources
- Hazardous materials
- ROW analysis & land cost
- Engineering analysis

Engineering firms have been hired to conduct public involvement, environmental studies, and preliminary engineering schematic design. The corridor studies were kicked off in April 2017 and the first focus has been to gather community input before any options or alignments are developed. Engineering solutions and construction funding have not yet been identified for these corridors.

SCHEDULE

The chart below shows the anticipated schedule for upcoming technical and public outreach activities. This will be updated as additional information becomes available.



WHY IS THE COUNTY STUDYING THESE CORRIDORS NOW?

Williamson County has experienced tremendous growth over the past 20 years. The US Census Bureau recently announced that Williamson County is the fourth fastest growing County in the state of Texas. The County's continued growth requires progressive planning in order to keep pace with the increase in the number of residents and vehicles. Current population projections show this growth to continue.

Williamson County cares about the people and businesses who have chosen to make this area their home. The County government is responsible to plan for effective regional transportation. If Williamson County doesn't plan for it, we cannot protect what is important to the community. If the County does not at least preserve the corridor, then the opportunity will be lost as development may continue to occur resulting in constraints to developing a transportation corridor.

WHAT IS THE WILLIAMSON COUNTY LONG-RANGE TRANSPORTATION PLAN?

The Williamson County Long Range Transportation Plan (LRTP) is a guiding document that Williamson County is responsible to develop to show how to accommodate transportation and mobility now and in the future. This plan has been updated and will continue to be updated based on population projections, growth projections, current needs, anticipated future mobility needs, and the safety of Williamson County. The planning process to develop the LRTP involves working with cities, neighboring counties, and transportation and planning agencies in order to coordinate connectivity and mobility throughout the region. It also involves working with the public to gather input and evaluation of updated growth projections and traffic models.

The current amendments to the LRTP outline a network of roadways that will improve safety and mobility across the County, and include a map of proposed controlled access facilities and a map of proposed arterial facilities. The locations of the controlled access facilities and arterial roadways are conceptual only to show general locations and connections needed. Final alignments for each route will be determined through appropriate planning and environmental studies.

SUBMITTING COMMENTS

Comments are welcome at any time. Please use one of the following methods to share your input.

- Complete a survey or written comment card at a public meeting (August 24, 2017) or online
- Share comments on maps
- Participate in a workshop
- Email: roads@wilco.org
- Mail: Williamson County Public Information
  710 S. Main Street, Suite 101, Georgetown, TX 78626

FOR MORE INFORMATION

www.WilCo.org/Corridors

Email: roads@wilco.org

Phone: 512-943-1195 (leave a message to request a call back within 48 hrs.)
To receive updates, please send an email to roads@wilco.org with "Corridor A-1 and E-1 Updates" in the subject line.

COMMUNITY SURVEY

Your feedback is critical to the success of the Corridor A-1 and E-1 planning studies.
Please complete this short survey so we can learn what is important to you as mobility improvements are considered.
**These are the same questions asked in the previous survey and being repeated to incorporate comments on the larger study areas.*

How would you use Corridors A-1 and E-1 (please check all that apply)?

- ☐ I live in this area
- ☐ I work in this area
- ☐ I commute through this area
- ☐ I, or my children, attend school in this area
- ☐ I use recreational or community facilities in this area
- ☐ Other (please specify): _____

Regarding the study corridor, please let us know how much you agree or disagree with the following statements (please select one answer per question).

	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree
Traffic congestion in the corridor has worsened over time.	O	O	O	O	O
A purpose of any proposed improvement should be to address safety in the corridor.	O	O	O	O	O
A purpose of any proposed improvement should be to facilitate reliable emergency response.	O	O	O	O	O
A goal of any proposed improvement should be to protect the environment.	O	O	O	O	O
A goal of any proposed improvement should be to provide bicycle and pedestrian improvements in the corridor.	O	O	O	O	O
A goal of any proposed improvement should be to minimize social/community impacts to neighborhoods.	O	O	O	O	O
A goal of any proposed improvement should be to improve east/west connectivity.	O	O	O	O	O

What groups, organizations or individuals should we talk with to get additional information about this corridor and potential improvements?

Are there specific environmental, cultural or community constraints (e.g. cemeteries, parks, historic sites/structures, endangered species, water resources) you are aware of that should be considered by the project team?

Please share any additional comments here:

Contact Information

Name_____

Address_____

City_____State_____Postal Code_____ Phone_____

E-mail Address (if you would like to receive updates)_____

How did you hear about this Open House? (Please select all that apply)

____ Newspaper: _____

____ Postcard/Flyer

_____ Email from Williamson County

____ Williamson County Website

_____ Friend/Neighbor/Relative/Co-worker

____ Neighborhood or Organization:_____

____ Other:_____

Comments are welcomed at any time. To be included in this meeting summary (August 24, 2017), please submit comments by **September 8, 2017** using one of the following methods:

- Complete a written comment card at a meeting
- Mail: Williamson County Public Information, 710 S. Main St., Ste. 101, Georgetown, TX 78626
- E-mail: roads@wilco.org – include “Corridors A-1 and E-1” in the subject line
- Call: 512-943-1195 (leave a message to request a call back within 48 hours)

WELCOME

CORRIDOR STUDY
OPEN HOUSE MEETING

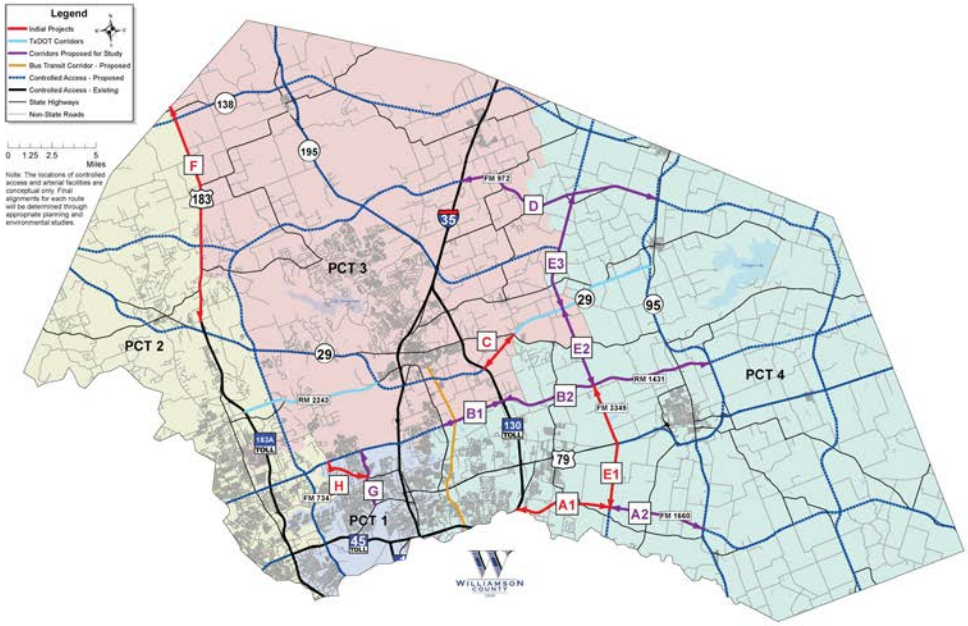
Share your thoughts
Draw a route option

Submit a comment
Fill out a community survey

Sign in so we can keep you updated on the study

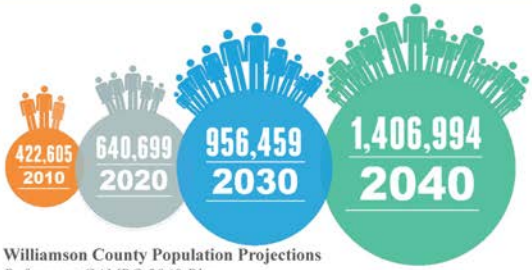
WILLIAMSON COUNTY

WILLIAMSON COUNTY
CORRIDORS PROPOSED FOR STUDY



PLANNING FOR CURRENT AND FUTURE GROWTH

Williamson County is rapidly growing and future population forecasts indicate this growth will continue. The County is working to plan for current and future growth to maintain a high level of mobility and quality of life for residents and communities. Accommodating capacity after growth occurs can have more property impacts, limitations, and greater costs.



Williamson County Population Projections
Reference: CAMPO 2040 Plan

STUDY PROCESS AND SCHEDULE

8-12 MONTHS

PUBLIC INVOLVEMENT

June 2017 – Open House to share information and collect input

August 2017 – Open House to share expanded study area, input received at first Open House, and collect input

Meet with property owners, community members, stakeholders, and agencies

TECHNICAL WORK

Identify and refine Study Area

Identify potential environmental constraints and other factors considered in corridor studies

No alternative corridor routes identified at this time

Link corridor study to NEPA process

12-18 MONTHS

PUBLIC INVOLVEMENT

Hold Open House meetings to share updated information, scoping information for transition to NEPA process, and possible routes

Continue to meet with property owners, community members, stakeholders, and agencies

TECHNICAL WORK

NEPA process and documentation begins

Analyze and incorporate public input, environmental constraints, and other factors to develop potential routes

Identify potential corridor routes

Evaluate alternative routes to minimize impacts to public and environment

12-18 MONTHS

PUBLIC INVOLVEMENT

Hold Open House meetings to share refinements to possible corridor routes and ultimately a preferred corridor route

Continue to meet with property owners, community members, stakeholders, and agencies

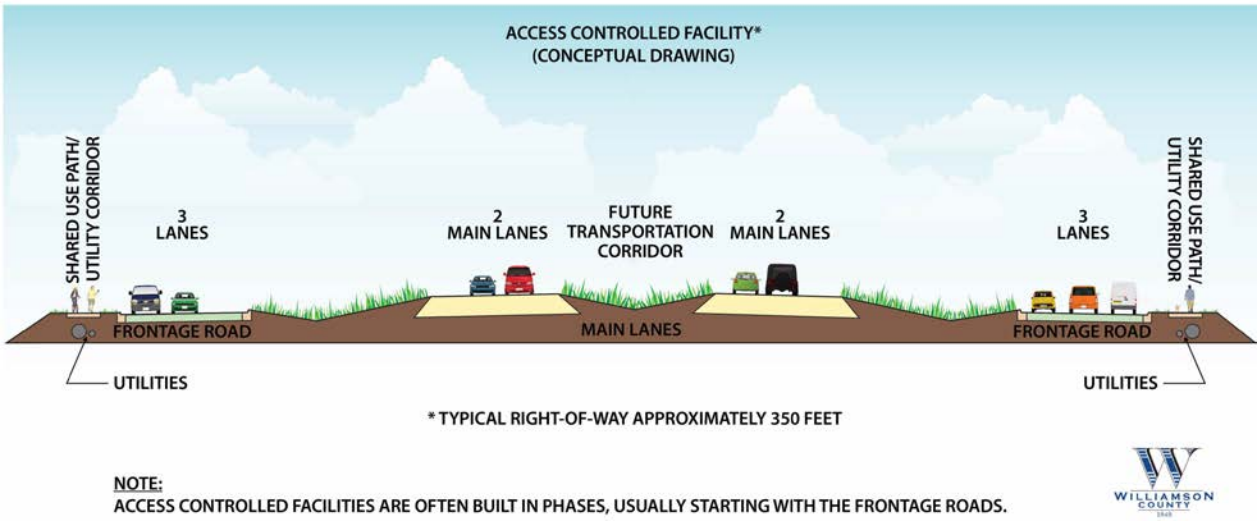
TECHNICAL WORK

Analyze and incorporate public input, environmental constraints, and other factors to identify and refine a recommended corridor route

NEPA documentation

FACTORS CONSIDERED IN CORRIDOR STUDY

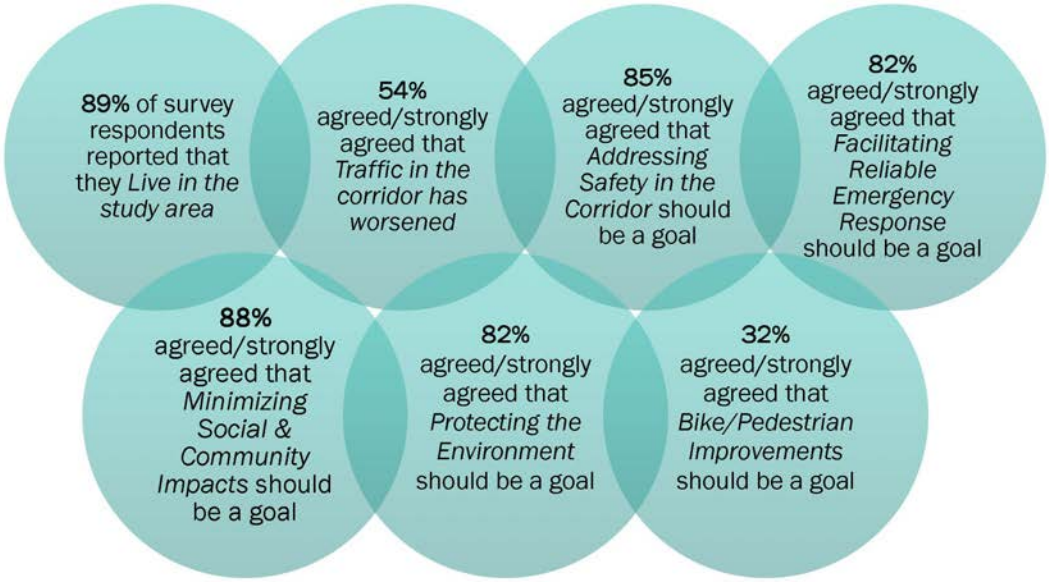
- WATER RESOURCES
- SOCIAL & COMMUNITY IMPACTS
- LAND USE & PARKLAND
- ARCHEOLOGICAL & HISTORIC RESOURCES
- PUBLIC INPUT
- ROW ANALYSIS & LAND COST
- THREATENED & ENDANGERED SPECIES
- VEGETATION & WILDLIFE
- ENGINEERING ANALYSIS
- HAZARDOUS MATERIALS



* TYPICAL RIGHT-OF-WAY APPROXIMATELY 350 FEET

NOTE:
ACCESS CONTROLLED FACILITIES ARE OFTEN BUILT IN PHASES, USUALLY STARTING WITH THE FRONTAGE ROADS.

WHAT WE HEARD: CORRIDOR A-1 COMMUNITY SURVEY RESULTS



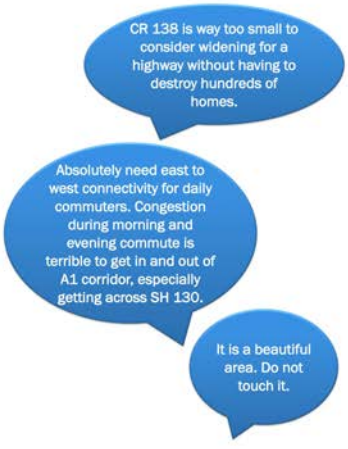
** 85 Community Surveys Received. For a full report of comments and survey results, please see Documentation of Open House.*

WHAT WE HEARD: CORRIDOR A-1 WRITTEN FEEDBACK THEMES

GROUPS/ORGANIZATIONS THAT WE SHOULD TALK WITH

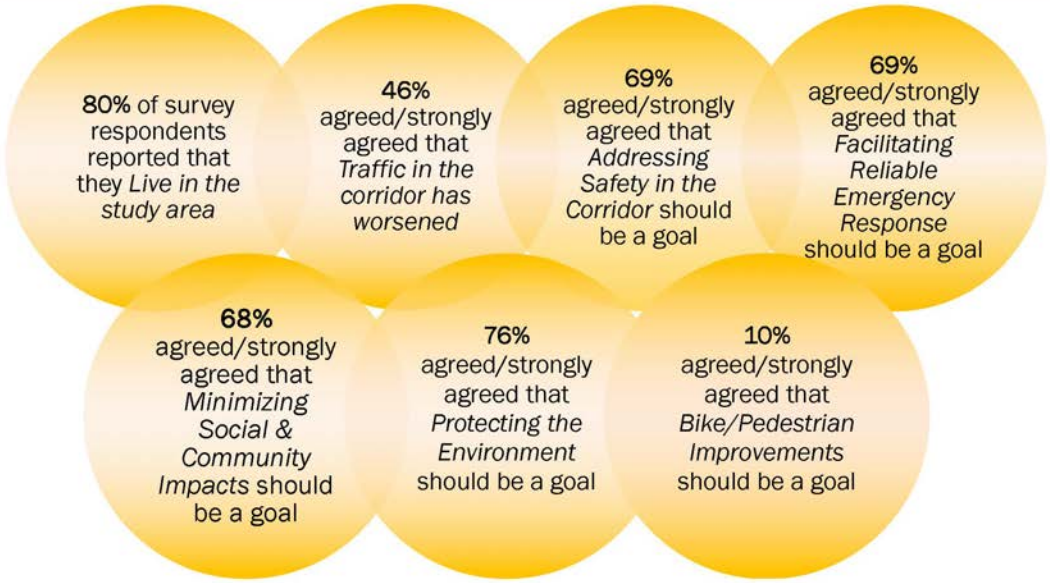
ENVIRONMENTAL, CULTURAL, OR COMMUNITY CONSTRAINTS WE SHOULD KNOW ABOUT

ADDITIONAL COMMENTS



** 85 Community Surveys Received. For a full report of comments and survey results, please see Documentation of Open House.*

WHAT WE HEARD: CORRIDOR E-1 COMMUNITY SURVEY RESULTS



* 66 Community Surveys Received. For a full report of comments and survey results, please see Documentation of Open House.

WHAT WE HEARD: CORRIDOR E-1 WRITTEN FEEDBACK THEMES

GROUPS/ORGANIZATIONS THAT WE SHOULD TALK WITH

ENVIRONMENTAL, CULTURAL, OR COMMUNITY CONSTRAINTS WE SHOULD KNOW ABOUT

ADDITIONAL COMMENTS

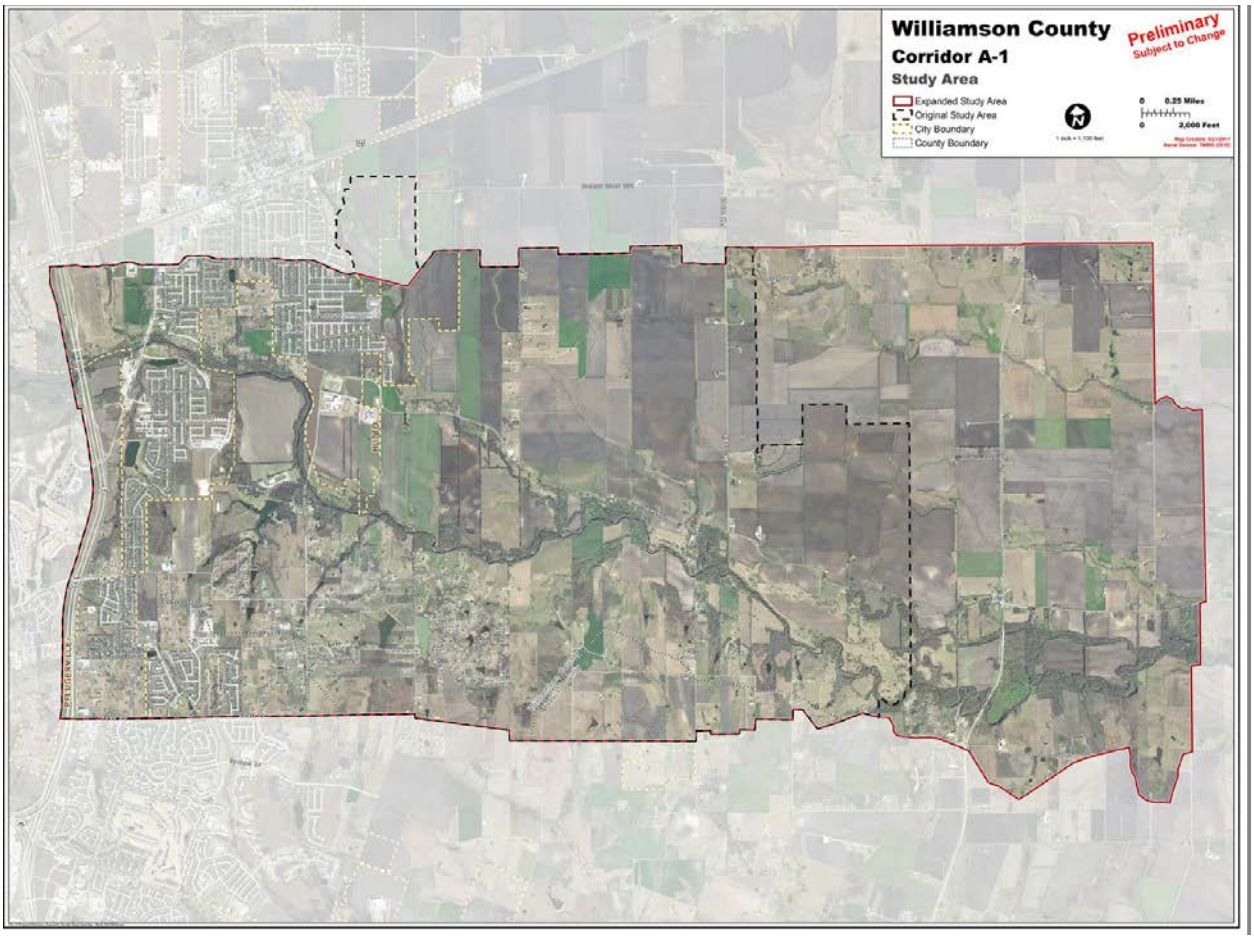
* 66 Community Surveys Received. For a full report of comments and survey results, please see Documentation of Open House.

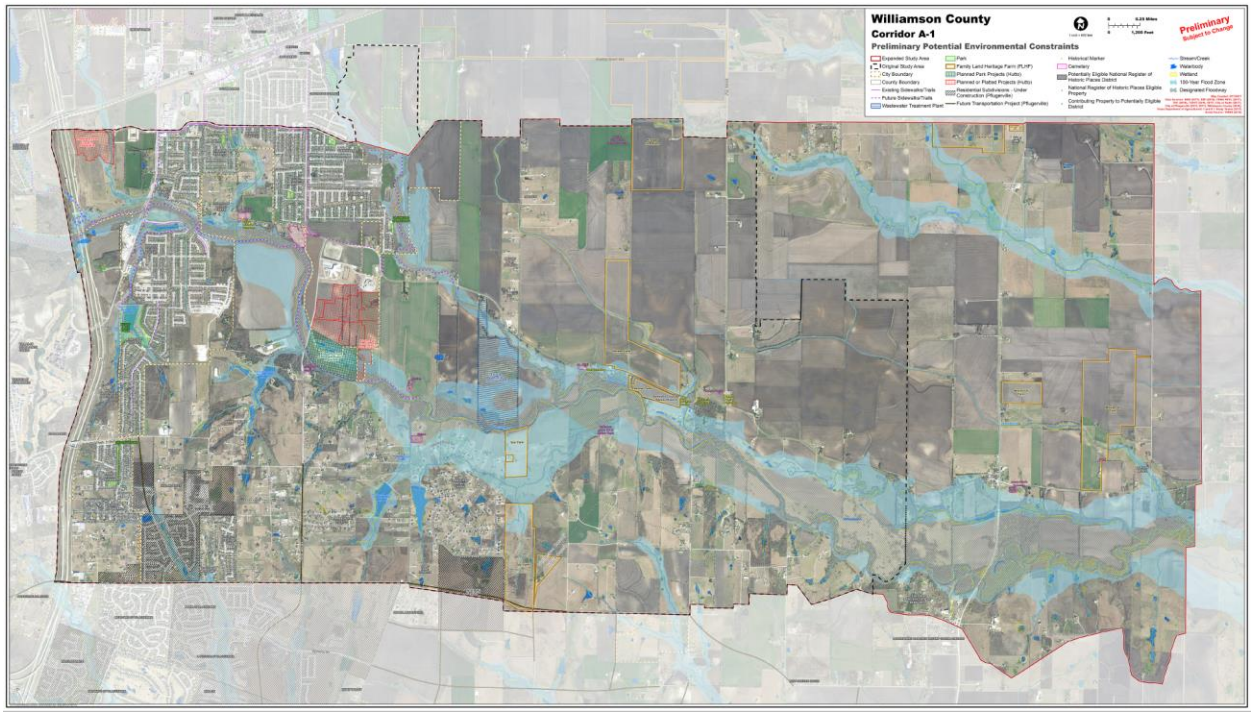
HOW CAN I STAY INFORMED?

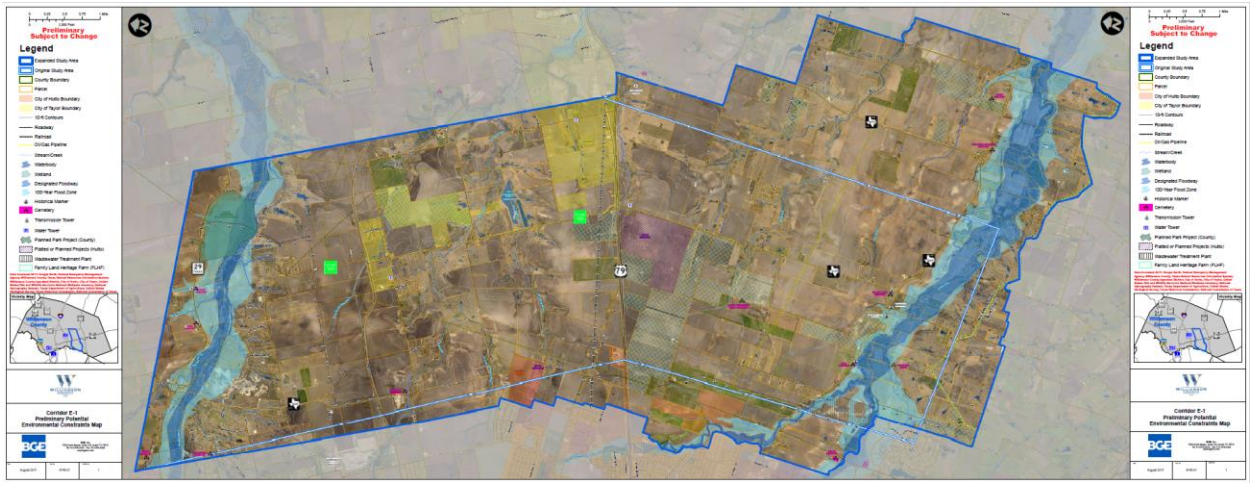
For questions or comments,
please call **(512) 943-1195**
or send an email to **roads@wilco.org**

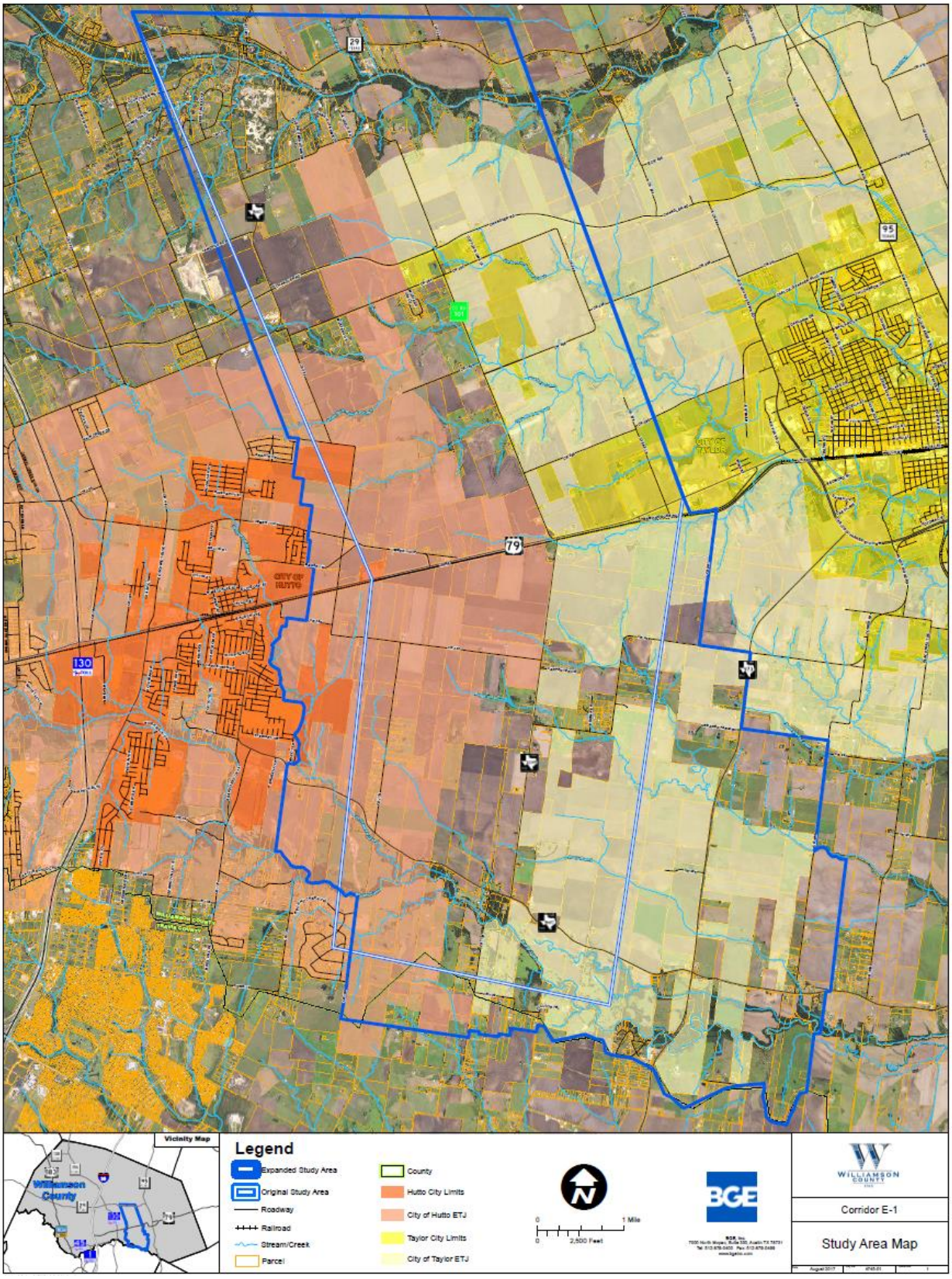
Visit the project website at **wilco.org/corridors**
Call the project team at **(512) 943-1195**
Sign up for alerts for upcoming meetings
Send email to **roads@wilco.org**

WILLIAMSON COUNTY


Williamson County
Corridor A-1
Study Area
Preliminary
Subject to Change
Expanded Study Area
Original Study Area
City Boundary
County Boundary
0 0.25 Miles
0 2,000 Feet
PFLUGERVILLE


Williamson County
Corridor A-1
Preliminary Potential Environmental Constraints
Preliminary
Subject to Change


Preliminary
Subject to Change
Legend
Corridor E-1
Preliminary Potential
Environmental Constraints Map
Preliminary
Subject to Change
Legend
Corridor E-1
Preliminary Potential
Environmental Constraints Map


Vicinity Map
Williamson County
Legend
Expanded Study Area
Original Study Area
Roadway
Railroad
Stream/Creek
Parcel
County
Hutto City Limits
City of Hutto ETJ
Taylor City Limits
City of Taylor ETJ
0 1 Mile
0 2,500 Feet
BGE
WILLIAMSON COUNTY
Corridor E-1
Study Area Map
August 2017

PHOTOS

WHAT WE HEARD: CORRIDOR A-I
COMMUNITY SURVEY RESULTS
89% of survey respondents reported that they Live in the study area
54% agreed/strongly agreed that Traffic in the corridor has worsened
85% agreed/strongly agreed that Addressing Safety in the Corridor should be a goal
82% agreed/strongly agreed that Facilitating Reliable Emergency Response should be a goal
88% agreed/strongly agreed that Minimizing Social & Community Impacts should be a goal
82% agreed/strongly agreed that Protecting the Environment should be a goal
32% agreed/strongly agreed that Bike/Pedestrian Improvements should be a goal
WHAT WE HEARD: CORRIDOR A-I
WRITTEN FEEDBACK THEMES
WHAT WE HEARD: CORRIDOR A-I
COMMUNITY SURVEY RESULTS

TRIDENTS
VP-26

CORRIDORS

ATTACHMENT F

Working Group Roundtables

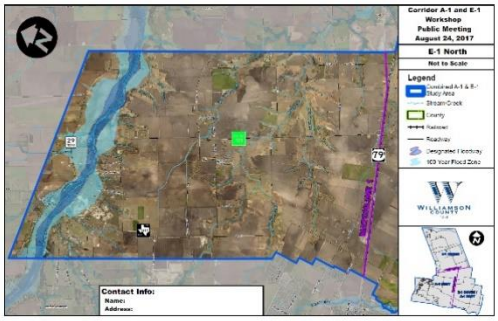
- Overview
- Figures
  - Board
  - Comment form
  - Maps
- E-1 north workshop summary, comment forms and maps
- E-1 south/A-1 east workshop summary, comment forms and maps
- A-1 west workshop summary and maps (no comment forms were received)

WORKSHOP SUMMARY

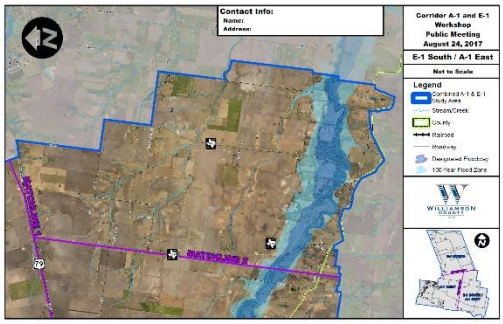
During the public open house meeting, three different working groups were held to have collaborative discussions about addressing both the community concerns and the County's planning needs. The workshops were facilitated for different areas being studied and the public was welcome to attend one or all three of the workshops.

Overview

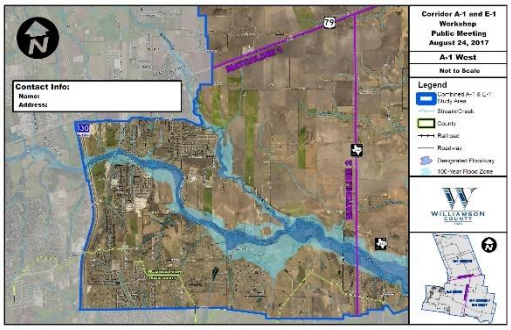
E-1 North



E-1 South/A-1 East



A-1 West

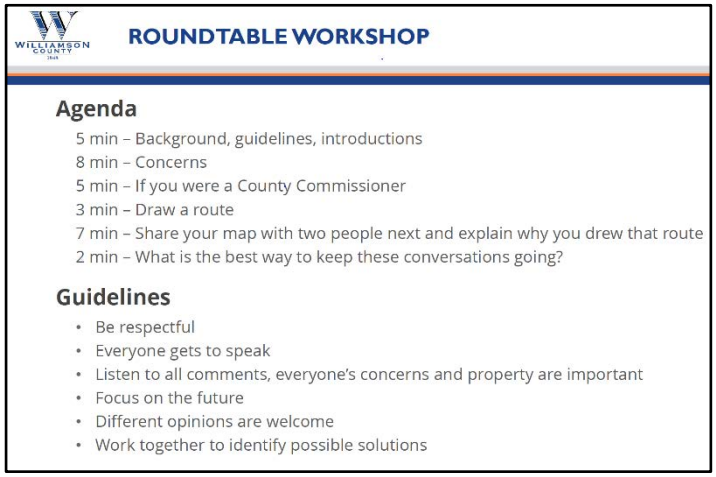


Goals

- To have a meaningful dialog with the community on how to reduce impacts and potential locations for the corridors
- To allow the community to engage with each other regarding the projects and to hear the issues from multiple perspectives
- To have a collaborative discussion about we can address both the community concerns and the County's planning needs

Agenda and Guidelines

Members of the project team facilitated each workshop. A lose agenda was followed and adjusted as needed. Guidelines were posted and attendees were asked to follow them to facilitate a meaningful and collaborative discussion. Participants received a map and a handout to share input.



ROUNDTABLE WORKSHOP

Agenda

5 min – Background, guidelines, introductions
8 min – Concerns
5 min – If you were a County Commissioner
3 min – Draw a route
7 min – Share your map with two people next and explain why you drew that route
2 min – What is the best way to keep these conversations going?

Guidelines

- Be respectful
- Everyone gets to speak
- Listen to all comments, everyone's concerns and property are important
- Focus on the future
- Different opinions are welcome
- Work together to identify possible solutions

Each session garnered thoughtful and unique feedback from the community. Below are highlights of the discussions, maps with alignments suggested by attendees, and comment cards received.

ROUNDTABLE WORKSHOP

Agenda

5 min – Background, guidelines, introductions

8 min – Concerns

5 min – If you were a County Commissioner

3 min – Draw a route

7 min – Share your map with two people next and explain why you drew that route

2 min – What is the best way to keep these conversations going?

Guidelines

- Be respectful
- Everyone gets to speak
- Listen to all comments, everyone’s concerns and property are important
- Focus on the future
- Different opinions are welcome
- Work together to identify possible solutions

Corridor A-1 and E-1

Public Meeting Workshops – August 24, 2017

Agenda

- Background, guidelines, introductions
- Concerns
- If you were a County Commissioner
- Draw a route
- Share your map with two people next and explain why you drew that route
- What is the best way to keep these conversations going?

Guidelines

- Be respectful
- Everyone gets to speak
- Listen to all comments, everyone's concerns and property are important
- Focus on the future
- Different opinions are welcome
- Work together to identify possible solutions

Notes/Comments:

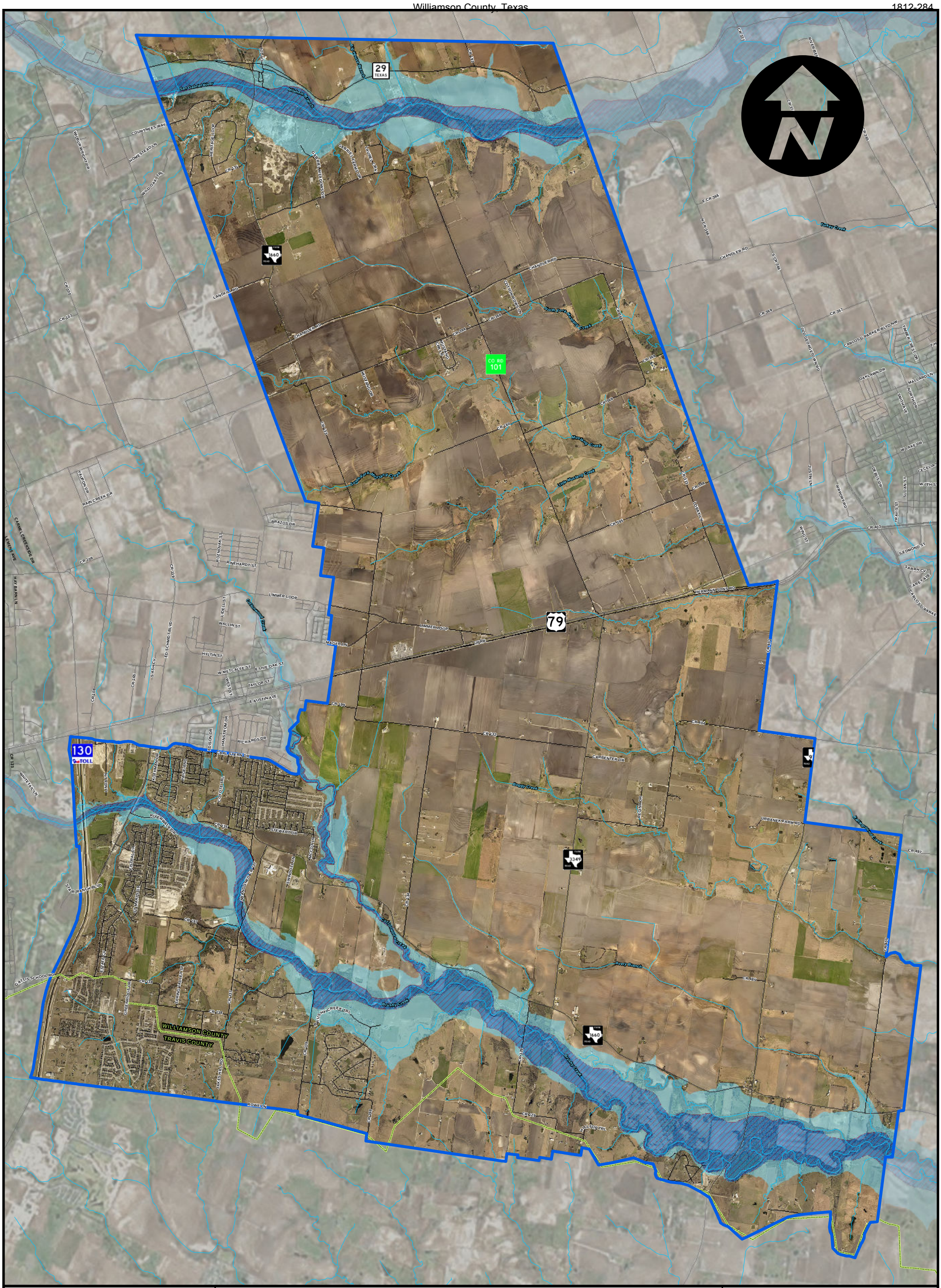
Contact Information

Name_____

Address_____

City_____ State_____ Postal Code_____ Phone_____

E-mail Address (if you would like to receive updates)_____



Legend

- Combined A-1 & E-1 Study Area
- Stream/Creek
- County
- Roadway
- Railroad
- Designated Floodway
- 100-Year Flood Zone

WILLIAMSON COUNTY 1848

Corridor A-1 and E-1 Workshop
Public Meeting
August 24, 2017

Study Area Map

Corridor A-1 and E-1 Workshop Public Meeting August 24, 2017

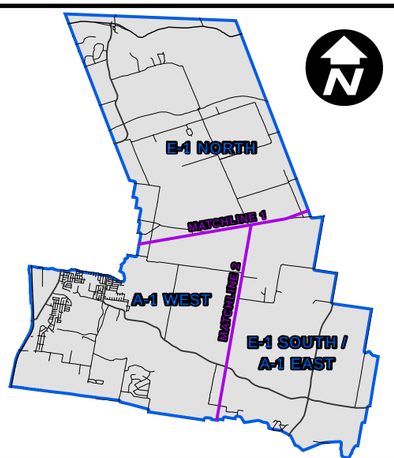
E-1 North

Not to Scale

Legend

- Combined A-1 & E-1 Study Area
- Stream/Creek
- County
- Railroad
- Roadway
- Designated Floodway
- 100-Year Flood Zone

WILLIAMSON COUNTY 1848



Contact Info:

Name:

Address:

Contact Info:
Name:
Address:

Corridor A-1 and E-1 Workshop Public Meeting August 24, 2017

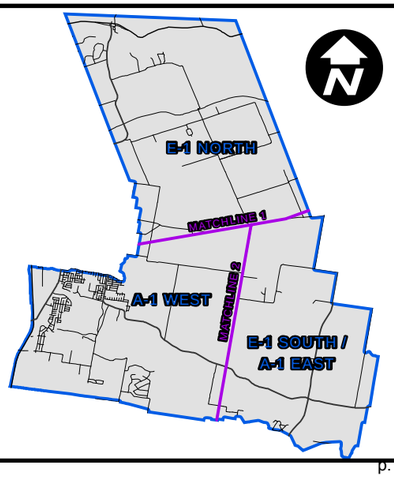
A-1 West

Not to Scale

Legend

- Combined A-1 & E-1 Study Area
- Stream/Creek
- County
- Railroad
- Roadway
- Designated Floodway
- 100-Year Flood Zone

WILLIAMSON COUNTY 1848



Contact Info:
Name:
Address:

Corridor A-1 and E-1 Workshop Public Meeting August 24, 2017

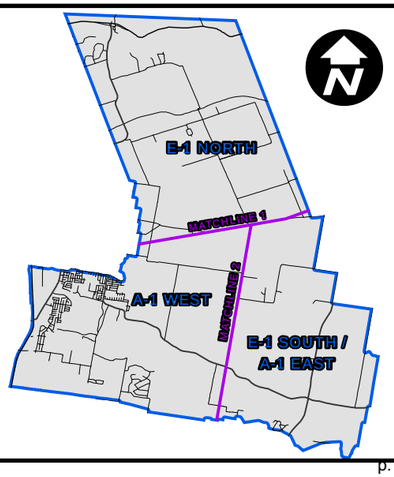
E-1 South / A-1 East

Not to Scale

Legend

- Combined A-1 & E-1 Study Area
- Stream/Creek
- County
- Railroad
- Roadway
- Designated Floodway
- 100-Year Flood Zone

WILLIAMSON COUNTY 1848



E-1 NORTH WORKSHOP SUMMARY

Questions and concerns centered around the below topics:

- Need for studies
- Growth
- Impacts to farm land, water resources and wildlife
- Funding
- Size and location of the corridor
- Difference between E-1 and CR 101
- Williamson County Long Range Transportation Plan

Discussions were had around what the participants would do if they were a County Commissioner and were responsible for transportation planning. Suggestions included:

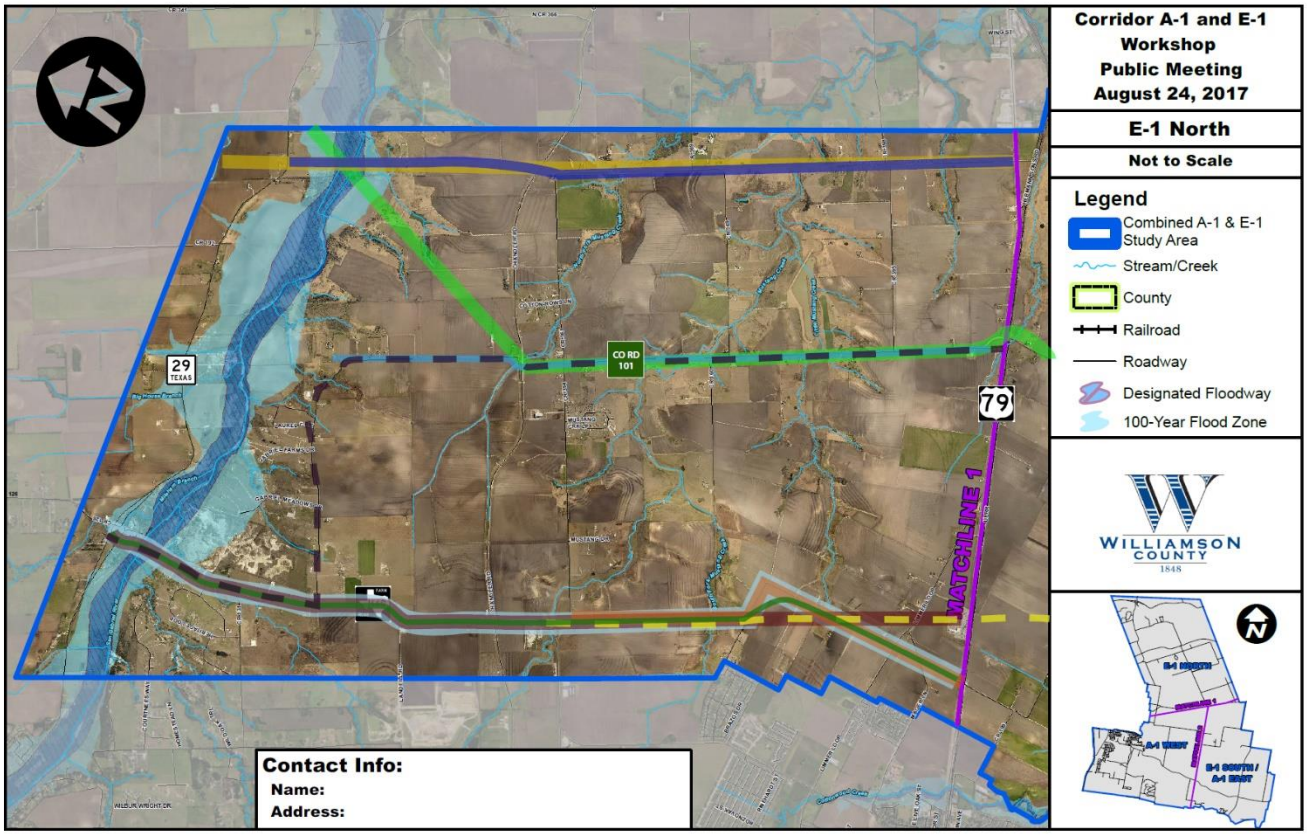
- Upgrades to existing roads – safety improvements and maintenance
- Big picture planning and pulling together neighboring entities
- More traffic studies
- HOV lanes
- Thinking outside of this region
- Maintaining rural feel of County

We discussed the best ways to keep the conversation going and to keep the community involved. Participants suggested that mail, e-mail, social media, advertisements, and coordination with property owners is the best way to continue to keep the community involved.

Summary of Input

14 maps and 6 comment cards were submitted as part of the E-1 North workshops. Comments submitted included route recommendations drawn on maps and written on comments forms, recommendations for improvements to other roads, comments about growth, and questions about flooding and water impacts.

The below map shows routes proposed by the community in the E-1 North workshop.



1812-284

A-1 and E-1 Corridor Studies

Public Meeting Workshop – August 24, 2017

Agenda

- Background, guidelines, introductions
- Concerns
- If you were a County Commissioner
- Draw a route
- Share your map with two people next and explain why you drew that route
- What is the best way to keep these conversations going?

Guidelines

- Be respectful
- Everyone gets to speak
- Listen to all comments, everyone's concerns and property are important
- Focus on the future
- Different opinions are welcome
- Work together to identify possible solutions

Notes/Comments:

Fix CR 101 and designate it as Hutto's 1660 Bi-Pass for the 18 wheelers to go.

Contact Information

Name_____

Address_____

City_____State_____Postal Code_____Phone_____

E-mail Address (if you would like to receive updates)_____

Williamson County, Texas

BidSync

1/18/2019

A-1 and E-1 Corridor Studies

Public Meeting Workshop – August 24, 2017

Agenda

- Background, guidelines, introductions
- Concerns
- If you were a County Commissioner
- Draw a route
- Share your map with two people next and explain why you drew that route
- What is the best way to keep these conversations going?

Guidelines

- Be respectful
- Everyone gets to speak
- Listen to all comments, everyone's concerns and property are important
- Focus on the future
- Different opinions are welcome
- Work together to identify possible solutions

Notes/Comments: Take the money that you would spend on the E-1 road and pay off SH 130, changing it to a public road (NO TOLL)

The future growth can use that existing road rather than building new road and destroying family and public property. (Lots of property already taken up along SH 130 Expand by adding lanes. ~~END~~)

Contact Information

Name Richard Buckhorn

Address [redacted]

City [redacted]

E-mail [redacted]

BidSync

Williamson County, Texas

A-1 and E-1 Corridor Studies

Public Meeting Workshop – August 24, 2017

Agenda

- Background, guidelines, introductions
- Concerns
- If you were a County Commissioner
- Draw a route
- Share your map with two people next and explain why you drew that route
- What is the best way to keep these conversations going?

Guidelines

- Be respectful
- Everyone gets to speak
- Listen to all comments, everyone's concerns and property are important
- Focus on the future
- Different opinions are welcome
- Work together to identify possible solutions

Notes/Comments:

How are you handling flooding areas? The more concrete the worse it floods. I see you have San Gabriel to cross. Our property floods ~ 50 feet at times when it rains and it is on the San Gabriel River. ~~We are~~ My husband is a Veteran + does not approve of the road or park on our land + neither do I. our property is between Hwy 29 + San Gabriel River.

NO Road

NO park

too much flood.

Where will you get the water for all this growth you claim is coming? Then taxes are too high now. Retired people can't pay

Contact Information

Name_____

Address_____

City_____ State_____ Postal Code_____ Phone_____

E-mail Address (if you would like to receive updates)_____

BidSync

Williamson County, Texas

1812-284

A-1 and E-1 Corridor Studies

Public Meeting Workshop – August 24, 2017

Agenda

- Background, guidelines, introductions
- Concerns
- If you were a County Commissioner
- Draw a route
- Share your map with two people next and explain why you drew that route
- What is the best way to keep these conversations going?

Guidelines

- Be respectful
- Everyone gets to speak
- Listen to all comments, everyone's concerns and property are important
- Focus on the future
- Different opinions are welcome
- Work together to identify possible solutions

Williamson County, Texas

BidSync

Notes/Comments:

New bridge on 368 crossing can be elevated in case of a flood. Bridge over San Gabriel on 1660 has been impacted by floods. Costs less to build a new bridge, than to tear down, elevate & build new. This gives a second river crossing. It would be less costly and impactful to build and use CR368 over San Gabriel than CR101 or FM1660. Building on CR368 would help traffic flow during and after construction.

Contact Information

Name Joe Calco

Ad [redacted]

Cit

E-r

1/18/2019

1812-284

A-1 and E-1 Corridor Studies

Public Meeting Workshop – August 24, 2017

Agenda

- Background, guidelines, introductions
- Concerns
- If you were a County Commissioner
- Draw a route
- Share your map with two people next and explain why you drew that route
- What is the best way to keep these conversations going?

Guidelines

- Be respectful
- Everyone gets to speak
- Listen to all comments, everyone's concerns and property are important
- Focus on the future
- Different opinions are welcome
- Work together to identify possible solutions

Williamson County, Texas

BidSync

Notes/Comments:

A public workshop with this format presents a difficulty in that there is no information about just where all this mobility for the projected growth is to be directed. All we heard is "from north to south." Treating Austin as the elephant outside the room is insufficient. Wilco needs to decide HOW it will grow.

~~The highway construction~~

Contact Information

Name Jeff Keys

Address _____

City _____ State _____ Postal Code _____ Phone _____

E-mail Address (if you would like to receive update [redacted]

1/18/2019

1812-284

A-1 and E-1 Corridor Studies

Public Meeting Workshop – August 24, 2017

Agenda

- Background, guidelines, introductions
- Concerns
- If you were a County Commissioner
- Draw a route
- Share your map with two people next and explain why you drew that route
- What is the best way to keep these conversations going?

Guidelines

- Be respectful
- Everyone gets to speak
- Listen to all comments, everyone's concerns and property are important
- Focus on the future
- Different opinions are welcome
- Work together to identify possible solutions

Williamson County, Texas

BidSync

Notes/Comments:

PROPOSAL FOR ROUTE

HWY 79 → 373 & 368 CONNECTED TO HWY 29

BENEFITS

(1) REDUCE IMPACT OF CONSTRUCTION SCHEDULE TRAFFIC CONTINUES ON CR101

(2) ADDS A NEW BRIDGE ACROSS RIVER NEAR 29 TO PROVIDE A SECOND ROUTE ACROSS RIVER DURING EXTREME FLOODING

Contact Information

Name DUANE TOAVS

A[redacted]

Ci[redacted]

E-[redacted]

1/18/2019

Workshop Mapped Comments

Commenter	Map	Comment	Notes
Unknown	E-1 North Workshop Map	#2 New Bridge Not here please	circled line drawn on north section of San Gabriel River "x's"drawn along CR 101 between CR 136 and HWY 79
Unknown	E-1 North Workshop Map		Route drawn along FM 1660/CR 133
Matt Toavs	E-1 North Workshop Map		Route drawn along FM 1660/CR 133
Jeran Hooten	E-1 North Workshop Map	First choice Second choice	Route drawn Route drawn
Bud Lawson	E-1 North Workshop Map	Scrap E-1 project and build a better loop around Taylor	
Unknown	E-1 North Workshop Map		Route drawn along FM 1660/CR 133
Morgan Wendland	E-1 North Workshop Map		Route drawn X drawn on CR 101
Unknown	E-1 North Workshop Map	Improve existing road as needed…plan to improve same road as growth is evident. NO NEW road *make SH 130 a public road	
Bob Prasatik	E-1 North Workshop Map	First choice Second choice	Route drawn Route drawn
Richard Hudson	E-1 North Workshop Map	Routing towards I-35 will degrade traffic flow as population density increases	Cloverleaf drawn at CR 101 and Chandler Road, cloverleaf drawn are CR 101 and HWY 79
Tammy Keys	E-1 North Workshop Map	We need to see the BIG picture. Stop spending - use existing roads-upgrade From 79 use existing road 101 to Chandler	
Unknown	E-1 North Workshop Map	1. Improve existing road for now 2. Plan for future expansion of same road as the need gets near and evidence of growth occurs	
Unknown	E-1 North Workshop Map	No road	
Unknown	E-1 North Workshop Map	X	

E-1 SOUTH/A-1 EAST WORKSHOP SUMMARY

Questions and concerns centered around the following topics:

- Protecting farmland
- Frustration with the process
- Impacts to the environment
- Funding
- Route options
- ROW and eminent domain
- Growth
- Timeline
- Project Transparency

Participants discussed ideas related to project planning. Suggestions included:

- Use existing roads
- Provide connectivity for farmers
- Plan for the future
- Complete more traffic studies
- Improve safety of existing roads
- Expand the study outside the region
- Maintain rural feel of the county
- Consider environmental impacts due to project

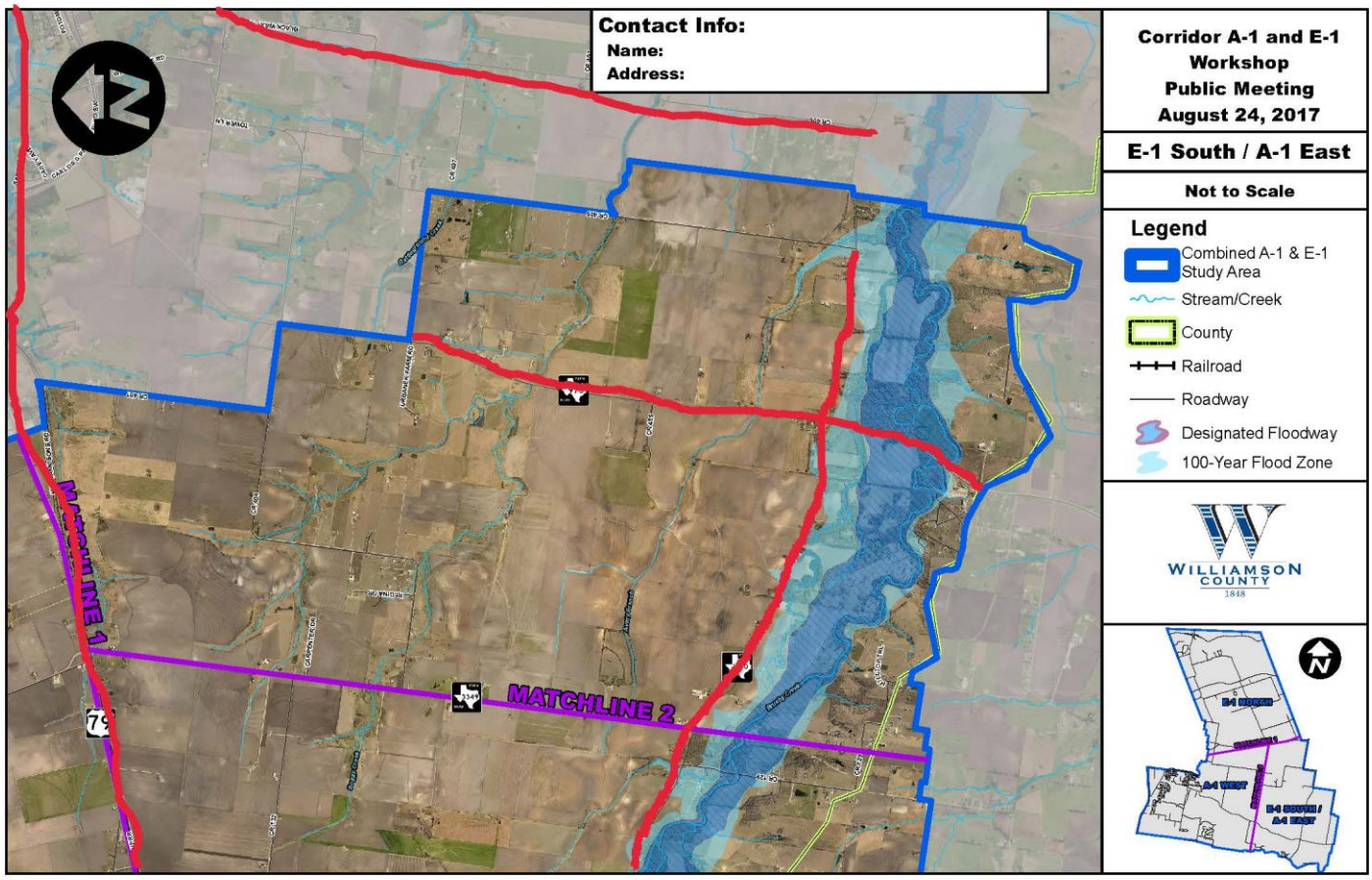
Group participants discussed ways to enhance public involvement and keep the conversation going:

- Improve mailing list
- Coordination of individual property owners
- *Community Impact* ads
- *Focus* ads
- Frequent emails and reminders
- Facebook group
- Text messages

Summary of Input

During the E-1 South/A-1 East workshops, 11 maps and 4 comment cards were submitted by participants. Comments included recommendations for using existing roads and ROW, route suggestions drawn on the map, and areas to avoid due to water resources, wildlife, farmland, and residences.

The map below shows routes proposed by the community in the E-1 South/A-1 East workshops.



A-1 and E-1 Corridor Studies

Public Meeting Workshop – August 24, 2017

Agenda

- Background, guidelines, introductions
- Concerns
- If you were a County Commissioner
- Draw a route
- Share your map with two people next and explain why you drew that route
- What is the best way to keep these conversations going?

Guidelines

- Be respectful
- Everyone gets to speak
- Listen to all comments, everyone's concerns and property are important
- Focus on the future
- Different opinions are welcome
- Work together to identify possible solutions

Notes/Comments:

Does not need a road this magnitude – Do NOT take out homes & pecan orchards that were planted 32 years ago (150 improved variety trees) – 50 ft. tall – They cannot be replaced – they are an endangered species!! Please go elsewhere – There is not enough growth to justify!

Contact Information

Name Bonnie Kaderka

Address [redacted]

City

E-mail Add

BidSync

Williamson County, Texas

1/18/2019

Lynda.

A-1 and E-1 Corridor Studies

Public Meeting Workshop – August 24, 2017

Agenda

- Background, guidelines, introductions
- Concerns
- If you were a County Commissioner
- Draw a route
- Share your map with two people next and explain why you drew that route
- What is the best way to keep these conversations going?

Guidelines

- Be respectful
- Everyone gets to speak
- Listen to all comments, everyone's concerns and property are important
- Focus on the future
- Different opinions are welcome
- Work together to identify possible solutions

Notes/Comments:

My bee farm will be impacted by the N/S corridor. I want to know what effect the noise + lights from a major highway is going to affect the production of my bees. Everything I have read + researched report that noise + unnatural light is detrimental to hive health + honey production.

[redacted]

Contact Information

Name MICKI EUBANKS

Address [redacted]

City [redacted]

E-mail Add [redacted]

BidSync

Williamson County, Texas

A-1 and E-1 Corridor Studies

Public Meeting Workshop – August 24, 2017

Agenda

- Background, guidelines, introductions
- Concerns
- If you were a County Commissioner
- Draw a route
- Share your map with two people next and explain why you drew that route
- What is the best way to keep these conversations going?

Guidelines

- Be respectful
- Everyone gets to speak
- Listen to all comments, everyone's concerns and property are important
- Focus on the future
- Different opinions are welcome
- Work together to identify possible solutions

Notes/Comments:

Don't WANT NO MORE ROADS ON OR NEAR MY PROPERTY

Contact Information

Name ROBERT KADERKA

Address [redacted]

City [redacted]

E-mail Add [redacted]

BidSync

Williamson County, Texas

1/18/2019

A-1 and E-1 Corridor Studies

Public Meeting Workshop – August 24, 2017

Agenda

- Background, guidelines, introductions
- Concerns
- If you were a County Commissioner
- Draw a route
- Share your map with two people next and explain why you drew that route
- What is the best way to keep these conversations going?

Guidelines

- Be respectful
- Everyone gets to speak
- Listen to all comments, everyone's concerns and property are important
- Focus on the future
- Different opinions are welcome
- Work together to identify possible solutions

Notes/Comments:

Concern about creeks (Brushy) and the environment particularly east of SH 95 at Coupland. The north side of the creek going east seems more practical. What would be the eastern terminus in the next County? Is this being coordinated?

Contact Information

Name Charles Jordan

Addre [redacted]

City [redacted]

E-mai [redacted]

BidSync

Williamson County, Texas

Workshop Mapped Comments

Commenter	Map	Comment	Notes
Jan Maxfield	A-1 East and E-1 South Workshop Map	Any corridor should use existing roads 973 would benefit from expansion - adding more lanes	
Robert Kaderka	A-1 East and E-1 South Workshop Map	Don't want no road	Circle drawn around 973
Louis Duncan	A-1 East and E-1 South Workshop Map	Use 130 & 973	Dark line drawn through 973 A circle with the phrase "No Road" drawn on FM 3349 near Carpenter Dr. and Boggy Creek
Unknown	A-1 East and E-1 South Workshop Map	95 North/South 79 or Chandler Rd.	
Unknown	A-1 East and E-1 South Workshop Map	Waste of taxpayer money Use toll road NO Tolls	
Unknown	A-1 East and E-1 South Workshop Map	No road needed anywhere in this area	
Kathleen Stanko	A-1 East and E-1 South Workshop Map	Leave 3349 alone. If you need more lanes go to 973, you already have a right of way You already have a right of way on 973, use this. My home, only small acreage 10-14 acre site. Where would this lg road go to I ask again, look at 973. NO NEED FOR 10 LANES	Arrow drawn pointing to home along CR 129
Gina Gola	A-1 East and E-1 South Workshop Map	Back off Use already access road	line drawn along FM 1660 Line along FM 973
Unknown	A-1 East and E-1 South Workshop Map	Fix existing roads first Leave farmland alone!!	
Kody Hajda	A-1 East and E-1 South Workshop Map	Use the right of way you have on existing roads or slightly expand if necessary	Line drawn through FM 973
Linda Durham	A-1 East and E-1 South Workshop Map	Hwy 95 N+S HWY 130 79 H	Black line drawn through Black Waxy Rd Arrow pointing down drawn between Hwy 79 and CR 132 Black line drawn extending HWY 79 past Sarah CV

A-1 WEST WORKSHOP SUMMARY

Questions and concerns centered around the following topics:

- Impact to commercial and residential property
- Safety
- Effects on water resources and wildlife
- Growth and loss of farmland
- Noise and light pollution
- Increased traffic
- Project transparency

Participants discussed ideas related to project planning. Suggestions included:

- Regional planning of transportation options
- Williamson County Corridor projects working together
- Rail opportunities
- Expanding existing routes
- Protecting farmland and rural lifestyle
- Study nationwide examples as a way to improve outcome

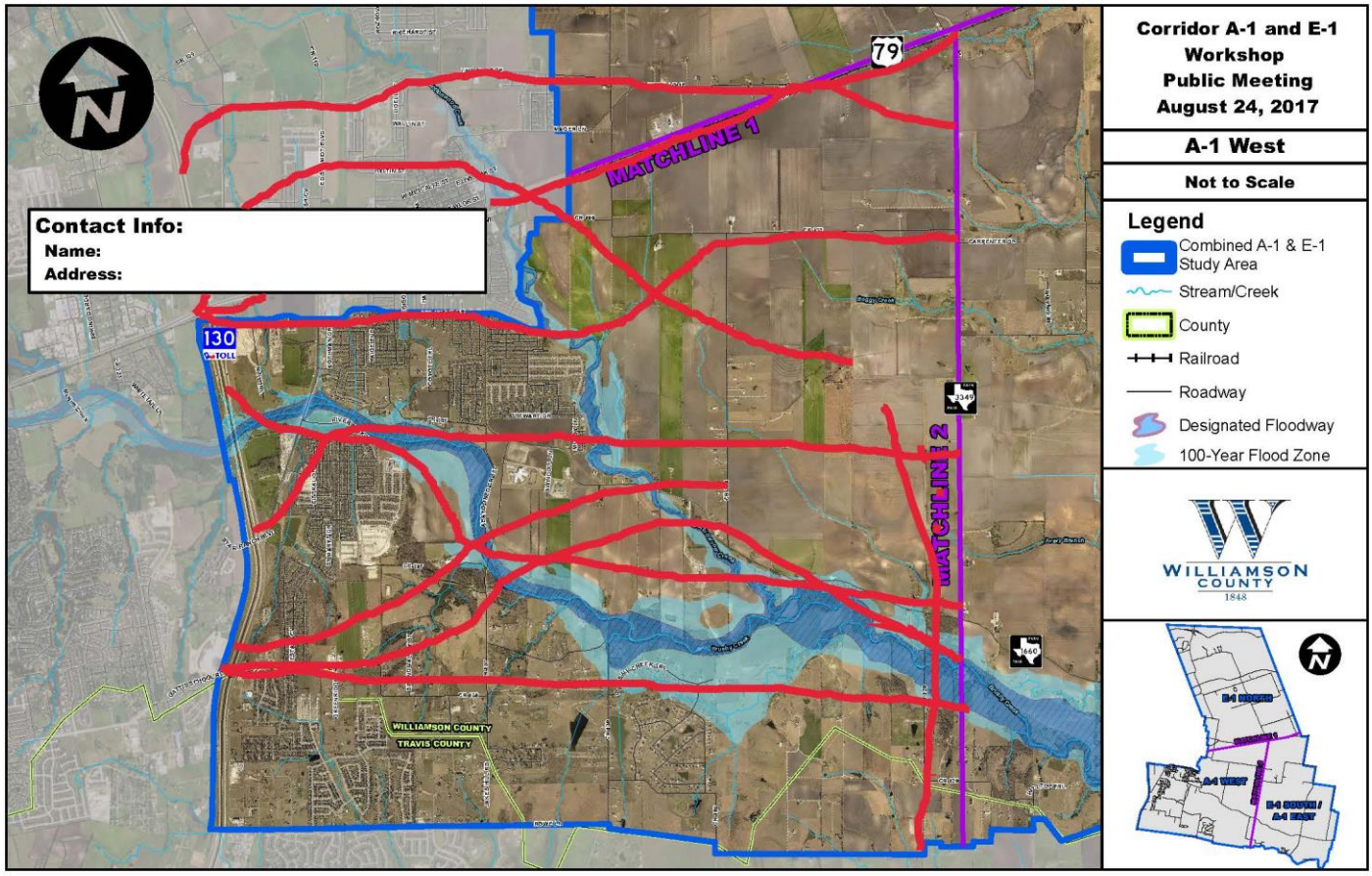
Group participants discussed ways to enhance public involvement and keep the conversation going:

- Open houses
- Distribution of quality materials to stakeholders
- Postcard mailouts
- Website updated frequently
- Facebook group
- *Community Impact* newspaper

Summary of Input

During the A-1 West workshops, 21 maps were submitted by participants. Comments included recommendations for using existing roads, route suggestions drawn on the map, and areas to avoid due to wildlife, farmland, and residences.

The map below shows routes proposed by the community in the A-1 West workshop.



Workshop Mapped Comments

Commenter	Map	Comment	Notes
Patti Noel	A-1 West Workshop Map	How to get from 130 to 3344 - Widen 79 or Limmer Loop E-W corridor 79 or Limmer Loop	Red lines drawn through 79 and Limmer Loop
Tom Schnell	A-1 West Workshop Map		Horizontal line drawn between 3349 and Greenridege Dr Horizontal line drawn between 3349 and Cottonwood Creek
Tricia Palmer	A-1 West Workshop Map	Go up to Limmer Loop and across to 3349 or widen hwy 79	Dark line drawn through Limmer Loop and HWY 79
Michael Wenstrom	A-1 West Workshop Map	Consider this route for corridor instead of A-1 Widen CR 139 SH 45	Line drawn through Limmer Loop Arrow drawn pointing to Gattis School Rd Line parallel to Rowe Lane drawn from 130 too FM 3349 Line drawn at 130 and Brushy Creek with a perpendicular line at 130 and Star Ranch Blvd to FM 3349
Matt Southand	A-1 West Workshop Map	Runs parallel to 79 (Currently mostly from fields)	Line drawn from 130 Toll to FM 3349
Kate FitzPatrick	A-1 West Workshop Map	Widen Limmer Loop Widen Gatts School Rd Widen Rowe Lane	Arrows drawn from Limmer Loop, 130, Gattis school Rd, and Rowe Lane pointing to undeveloped area near FM 3349 with the phrase "future subdivision"
Unknown	A-1 West Workshop Map	Follow 1660	Line that loops drawn form Gattis School Rd and 130 to FM 3349
Unknown	A-1 West Workshop Map		Rectangle drawn around Hwy 79 to 130 Toll
Debbie Bauerkemper	A-1 West Workshop Map	Better idea, less impact	Line drawn through Limmer Loop
Lavern Gaines	A-1 West Workshop Map	2030-2040 Tunnels Utilize rail system 2020-over[ass 79 to 130 I want my home on lakeside estate Can't afford to relocate Do not overcrowd the night	Arrow drawn near CR 109 and CR 119 Arrow drawn pointing to 130 Line drawn with a circle around Estate CV Indicates area west of 130 near Gattis School Rd
Kelly Buchanan	A-1 West Workshop Map	Build a double decker Hwy over 79 widen 79	
Unknown	A-1 West Workshop Map	Why not use toll roads No tolls	
Leann Selman	A-1 West Workshop Map	Wildlife Me DON'T TOUCH	Indicates wildlife north of Gattis School Rd and west of 130 Circle drawn near cr 197 and Spring Valley St

Workshop Mapped Comments

Commenter	Map	Comment	Notes
Stephanie Selman	A-1 West Workshop Map	Wildlife area Limmer Loop to go around Hutto then tie into 79 just like 30 & 685 are shared. Very few homes along that route or just cross 79	Arrow drawn pointing to area near CR 197 and Spring Valley St
Robin Dauterive	A-1 West Workshop Map	Rural properties, single ownership, no subdivision I don't want you to build a road. We do not need a road. I don't agree	Circle drawn around Brushy Creek area near CR 137 and Rowe Ln
Unknown	A-1 West Workshop Map		Line drawn starting at 130 and Gattis School Rd to CR 134
Ron Palmer	A-1 West Workshop Map	Widen Hwy 79 or go up to Limmer Loop and across 3349	Lines drawn through Limmer Loop and Hwy 79
Matthew Southard	A-1 West Workshop Map		Route drawn starting at 130 near Linda Ln to FM 3349 Route drawn starting at 130 and Gattis School Rd to FM 3349
Cheryl Ribich	A-1 West Workshop Map	Don't hurt our neighbors Connect 3349 with high roads over floodplain We need another intersection. This intersection is too crowded now Go up Rowe Ln and make another intersection to 130 Double deck with high road to 130 and 79 and then go up to upperdeck	Arrow pointing to Brushy Creek near 130 drawn Arrow pointing to Gattis School Rd and 130 drawn Arrow drawn poiinting to 79
Lori & Joe Benoit	A-1 West Workshop Map	Goal: From 130 at 138 area cross south of ray Elem and Farley Middle School but north of or at Brushy Creek. Also go north of soil conservation site 21 (pond) at CR 197.	
Randy Weiss	A-1 West Workshop Map		Line drawn extending 79

ATTACHMENT G

Description of project modifications resulting from public meeting

The studies are in the early phases of gathering public input. There are no suggested alignments and therefore no modifications have been made. All input will be considered as the study progresses.

SECTION E: PRICE SHEET

2019 RATE SCHEDULE

Title	2019 Proposed Rate Schedules	Base	Overhead	Profit
Principal	$ 200.00	$ 71.30	$ 110.52	$ 18.80
Sr. Public Involvement Officer	$ 160.00	$ 57.04	$ 88.41	$ 14.55
Public Involvement Officer	$ 120.00	$ 42.78	$ 66.31	$ 10.91
Jr. Public Involvement Officer	$ 75.00	$ 26.73	$ 41.45	$ 6.82
Admin	$ 50.00	$ 17.82	$ 27.62	$ 4.54
Intern	$ 25.00	$ 8.91	$ 13.81	$ 2.27

SECTION F: REFERENCES

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: TxDOT

Location: Austin, Texas

Contact Name: Karen Lorenzini

Title: Project Manager

Phone: 512-832-7369

E-mail: karen.lorenzini.txdot.gov

Contract Date To: Present

Contract Date From: 02/23/2017

Contract Value: $ $1,694,580.96

Scope of Work:

Public involvement strategy, developed public involvement plan, stakeholder identification, build and maintain stakeholder database, planned and coordinated stakeholder and public meetings, event planning and management, facilitation and workshops

Reference 2

Client Name: TxDOT

Location: Austin, Texas

Contact Name: Adeliza Ramirez

Title: Project Manager

Phone: 512-832-7244

E-mail: adeliza.ramirez.txdot.gov

Contract Date To: 12/31/2018

Contract Date From: 08/01/2012

Contract Value: $ $371,000

Scope of Work:

Public involvement strategy, developed public involvement plan, stakeholder identification, build and maintain stakeholder database, planned and coordinated stakeholder and public meetings, event planning and management, facilitation and workshops

Reference 3

Client Name:	Location:
City of Round Rock	Round Rock, Texas
Contact Name:	Title:
Gary Hudder	Transportation Director
Phone:	E-mail
512-218-5560	ghudder@roundrocktexas.gov

Contract Date To:	Contract Date From:	Contract Value: $
Present	03/01/2016	$91,340.00

Scope of Work:

Public involvement strategy, developed public involvement plan, stakeholder identification, build and maintain stakeholder database, planned and coordinated stakeholder and public meetings, event planning and management, facilitation and workshops

SECTION G: CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Lynda Rife

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☒ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

SECTION H: PROPOSAL AFFIDAVIT

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:	Lynda Rife
Address of Respondent:	3724 Jefferson St, Suite 114, Austin, TX, 78731
Email:	lrife@rifeline.com
Telephone:	512-797-9019
Printed Name of Person Submitting Affidavit:	Lynda Rife
Signature of Person Submitting Affidavit:	Lynda Rife

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☒	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

6

SECTION I: SAMPLE CONTRACT

SAMPLE CONTRACT

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Rifeline, a limited liability corporation orga-nized and existing under the laws of the State of Texas, (hereinafter "Consultant"), with its principal place of business at 3724 Jefferson Street, Suite 114, Austin, TX 78731 and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 301 S.E. Inner Loop, Suite 105, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services.

1. Consulting Services

1.1 A statement of work ("SOW") is attached hereto and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant may provide the services described in the SOW by using Consultant personnel or selected independent contractors ("Contractors"). Consultant agrees to provide the items described in the SOW ("Deliverables").

2. Term and Termination

2.1 This Agreement will have an initial term of three years with two one-year renewal options unless either party gives prior notice of termination.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agree-ment. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Payment and Taxes

3.1 The services will be charged to County on a Time and Material basis not including travel or other reimbursable expenses. County agrees to pay Consultant the fees set forth in the SOW. County shall reimburse Consultant for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved by County prior to being incurred.

Unless specified otherwise in the SOW, Consultant will invoice County semi-monthly for Services. County's

payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

3.2 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

4. Ownership and License

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as

amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between the Parties

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7. Warranties

7.1 Consultant warrants that the consulting services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. The warranty period for an application module or product shall begin as each application module or product is placed in production status. For purposes of this section, an application module or product is considered in production status if County is processing actual transactions, using the respective application module or product.

7.2 Consultant agrees to fully cooperate with the County's software and hardware providers throughout the implementation, and thereafter, to assist in the determination of the cause and resolution of any issues related to the software, hardware or system as implemented. In the event the cause of the issue is determined to be inadequate work, errors, or omissions in the services provided by Consultant, Consultant shall correct the issue at no additional cost to the County as soon as reasonably practical, but in no event later than seven (7) calendar days following notice to Consultant that inadequate work, errors, or omissions in the services provided by Consultant exist. In the event the cause of the issue is determined not to be caused by Consultant, Consultant may invoice the County for the time and actual, reasonable expenses related to their investigation and resolution of the issue according to the rate schedule included in the applicable SOW.

8. Indemnification

Consultant shall indemnify and defend County against all claims, liabilities and costs, including reasonable attorney fees, reasonably incurred in the defense of any claim brought against the County in the courts of the United States and Canada by a third party(s) alleging that a party's use of any material, information or technology supplied by the Consultant in relation to the Services provided hereunder infringes or misappropriates any copyright, trade secret or United States or Canadian patent of which the party supplying the material, information or technology is or should be aware; provided that the County notifies the Consultant in writing of any such claim and the Consultant is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on the County. The County shall cooperate fully in the defense of such claim and may appear, at its own expense, through its own counsel. The Consultant may, in its sole discretion, settle any such claim on a basis Consultant substitutes for the material, information or technology, alternative, substantially equivalent non-infringing material, information or technology.

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Change Requests

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

12. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

13. General

13.1 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in 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 Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accor-

dance with the laws of the State of Texas, excluding, however, its choice of law rules.

13.2 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 of this Agreement. 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.

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

13.4 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

13.5 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
13.6 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, 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.

13.7 County's Right to Audit. Consultant agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Consultant reasonable advance notice of intended audits.

13.8 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

13.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

13.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed

and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

13.11 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

BY:

NAME: Lynda Rife

TITLE: President, Rifeline

DATE: _____

WILLIAMSON COUNTY, TEXAS

BY: _____
Bill Gravell Jr., Williamson
County Judge

EXHIBIT A
STATEMENT OF WORK

The following describes the Services shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

Scope of Work:

Materials Development

- Frequently-Asked-Questions Documents and Project Fact Sheets
- Project Aerials and Typical Sections
- Web site
- Stakeholder Database
- Hotline Phone Number
- E-mail Address for Information
- E-mail Template for Progress Updates
- Newsletters
- Team Contact Cards

Database Management

- o Businesses
- o Impacted property owners
- o Chambers of commerce and economic development groups
- o Neighborhood associations
- o Municipal utility districts
- o Schools
- o Hospitals
- o Environmental community

Public Involvement, Community Relations and Outreach

- Open Houses
- Neighborhood Meetings
- One-on-One Meetings with Stakeholders
- Public Meetings (as necessary)
- Homeowners' Association Newsletters (and other organizations)
- Regular Project Updates (to our database)
- Community Briefings (social and/or civic clubs)

Media Relations Support

- Press Releases
- News Conferences
- Regular Media Updates
- Proactive Story Queue Development
- Reactive Media Protocol
- Feature Stories
- Opinion Editorials
- Letters to the Editor

Special Event Support

- Groundbreakings
- Grand Openings
- Other Events for Celebration

Client Service

- Meetings with Judge and Commissioners as necessary
- Standing meetings with Connie Watson and Bob Daigh
- Regular meetings with GEC

Time for Performance:

The Service to be performed under this SOW shall be completed within calendar days of the last party's execution of the Agreement.

Compensation:

The maximum amount payable for all Time and Materials under the Agreement, without modification, shall not exceed $ _____.

Time and Materials Rates:

The rates for Time and Materials shall be as follows:

Principal	$200.00
Sr. Public Involvement Officer	$160.00
Public Involvement Officer	$120.00
Jr. Public Involvement Officer	$75.00
Admin	$50.00
Intern	$25.00

Payment:
Payment for the Time and Materials actually incurred shall be made in accordance with the terms of the Agreement.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-441994

Date Filed:
01/16/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rifeline, LLC.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
1812-284
Public involvement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Rife, Lynda	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is LYNDA RIFE, and my date of birth is 8/5/58.

My address is 1805 Graveyard Point Road (street) Austin (city), TX (state), 78734 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 16th day of January (month), 20 19 (year).

Lynda Rife
Signature of authorized agent of contracting business entity
(Declarant)

Williamson County, Texas

BidSync

1812-284

WILLIAMSON
COUNTY
1848

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: Lynda Rife
Name of Company: Rifeline, LLC
Date: 01/17/2019
Signature of person submitting form: Lynda Rife

Notarized:

Sworn and subscribed before me

By: Ramirez

On: 1·17·2019
(date)

NOTARY PUBLIC STATE OF TEXAS
JOSIE RAMIREZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 09/11/2021
ID# 6457300

Williamson County, Texas

BidSync

1/18/2019

Supplier: **Rifeline**

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.

Supplier: **Rifeline**

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: **TxDOT**

Location: **Austin, Texas**

Contact Name: **Karen Lorenzini**

Title: **Project Manager**

Phone: **512-832-7369**

E-mail **karen.lorenzini.txdot.gov**

Contract Date To: **Present**

Contract Date From: **02/23/2017**

Contract Value: $ **1,694,580.96**

Scope of Work:

**Public involvement strategy, developed public involvement plan, stakeholder identification, build and maintain stakeholder database,
planned and coordinated stakeholder and public meetings, event planning and management, facilitation and workshops**

Reference 2

Client Name: **TxDOT**

Location: **Austin, Texas**

Contact Name: **Adeliza Ramirez**

Title: **Project Manager**

Phone: **512-832-7244**

E-mail **adeliza.ramirez.txdot.gov**

Contract Date To: **12/31/2018**

Contract Date From: **08/01/2012**

Contract Value: $ **371,000**

Scope of Work:

**Public involvement strategy, developed public involvement plan, stakeholder identification, build and maintain stakeholder database,
planned and coordinated stakeholder and public meetings, event planning and management, facilitation and workshops**

Reference 3

Client Name:	Location:
City of Round Rock	**Round Rock, Texas**
Contact Name:	Title:
Gary Hudder	**Transportation Director**
Phone:	E-mail
512-218-5560	**ghudder@roundrocktexas.gov**

Contract Date To:	Contract Date From:	Contract Value: $
Present	**03/01/2016**	**91,340**

Scope of Work:

Public involvement strategy, developed public involvement plan, stakeholder identification, build and maintain stakeholder database,
planned and coordinated stakeholder and public meetings, event planning and management, facilitation and workshops

Supplier: **Rifeline**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Lynda Rife

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☑ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Supplier: **Rifeline**

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:	**Lynda Rife**
Address of Respondent:	**3724 Jefferson St., Suite 114, Austin, TX 78731**
Email:	**lrife@rifeline.com**
Telephone:	**5127979019**
Printed Name of Person Submitting Affidavit:	**Lynda Rife**
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☑	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Rifeline**

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than t required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to t representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP**. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she is not now, nor has been for the past six months, directly or indirectly concerned in any pool or agreement or combination, to control the price services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not submit a Proposal thereon. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

2.8 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.9 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business

arrangement with any employee, official or agent of the County.

2.10 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

3.8 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.9 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.10 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.11 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any

manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.12 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

A. Termination for Cause: The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. Termination for Convenience: The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to t Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTIALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Commissioners Court - Regular Session **26.**

Meeting Date: 02/12/2019

Proclamation recognizing the month of February as Teen Dating Violence Awareness month

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation recognizing the month of February as Teen Dating Violence Awareness month.

Background

National campaign started by young people and carried on annually by anti-violence organizations across the country on the second Tuesday of Teen Dating Violence Awareness month. On this day, everyone is asked to wear orange to raise awareness about teen dating violence.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/07/2019 09:55 AM
Form Started By: Stephanie Lloyd		Started On: 02/06/2019 08:42 PM
Final Approval Date: 02/07/2019		

TEEN DATING VIOLENCE AWARENESS MONTH AND
#WILCOWITHOUTVIOLENCE PROCLAMATION

WHEREAS, the youth of Williamson County deserve the support and protection of the citizens and leaders of Williamson County; and

WHEREAS, one in three teens in middle and high school report experiencing physical violence in their teen dating relationships; and

WHEREAS, forty-one percent of females report being the victims of sexual assault before the age of eighteen; and

WHEREAS, one in seven boys report being the victims of sexual coercion in their teen dating relationship; and

WHEREAS, one in three students in 9th through 12th grade report being depressed, one in five report having a plan to commit suicide and one in 10 commit suicide as a result of teen dating violence; and

WHEREAS, six percent of students will miss at least one day a month during the school year for safety concerns due to teen dating violence; and

WHEREAS, more than half of all domestic violence offenders in prison are incarcerated for a violence against a victim younger than 18; and

WHEREAS, fifty-one percent of teen girls in a teen dating relationship will send nudes or semi-nude photos to their partner while knowing they will be shared with others besides their partner; and

WHEREAS, thirty percent of the LGBTQIAP/Non-Conforming community experience teen dating violence; and

WHEREAS, the Williamson County Attorney's office and its partners in the community of Williamson County, Texas along with all our partners against violence throughout Texas and across the nation hereby resolve to promote awareness of teen dating violence, intervention and education; and

NOW THEREFORE, BE IT RESOLVED that the Williamson County Commissioners Court does hereby **proclaim February 2019 as Teen Dating Violence Awareness Month and #WilcoWithoutViolence Month in Williamson County,** Texas.

Approved this ____ day of February 2019

_____
County Judge

_____ _____
Commissioner Pct. 1 **Commissioner Pct. 2**

_____ _____
Commissioner Pct. 3 **Commissioner Pct. 4**

Commissioners Court - Regular Session **27.**

Meeting Date: 02/12/2019

KX057-4R1A Kubota

Submitted For: Randy Barker **Submitted By:** Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving purchase of Kubota KX057-4R1A from Kubota Tractor Coproration, in the amount of $59,004.96 pursuant to BuyBoard Contract #529-17.

Background

This heavy equipment purchase is a split purchase between both the Facilities and Parks Department's budgets. Department contract is Keith Geer. Funding Source: 01.0100.0510.005003 and 01.0100.0509.005003.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Buyboard quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/07/2019 11:10 AM
County Judge Exec Asst.	Andrea Schiele	02/07/2019 11:36 AM
Form Started By: Kerstin Hancock		Started On: 02/06/2019 02:20 PM
Final Approval Date: 02/07/2019		

BuyBoard® Cooperative Purchasing

CE - #515-16, GM - #529-17

KX057-4R1A WEB QUOTE #1243669
Date: 2/5/2019 5:47:44 AM

-- Customer Information --
Geer, Keith
Williamson County Parks & Rec
kgeer@wilco.org
512-364-8336

Quote Provided By
EWALD KUBOTA, INC.
Justin DeSpain
2650 N AUSTIN AVE
GEORGETOWN, TX 78626
email: justin.d@ewaldkubota.com
phone: 5128688686

-- Standard Features --

Kubota

K Series KX057-4R1A

* * * EQUIPMENT IN STANDARD MACHINE * * *

FEATURES

Eco Plus System
Auto Idler
Rubber Track Model
ROPS/OPG (Top Guard, Level I) 4-Post Canopy
Suspension Seat
Kubota 3 Hydraulic Pump Load Sensing System
1 Gear, 2 Variable Displacement Pumps
All Controls Hydraulic Pilot Controls
Two Operating Pattern Selection System
Accumulator
Digital Control Panel
Attachment Flow Presets, Service Alerts
Float Angle Blade w/ Bolt-on Cutting Edge
360 Degree Full Rotation
70 Degree Left, 55 Degree Right Boom Swing
19.8 gpm Adjustable Auxiliary Hydraulics Port 1
Auxiliary Hydraulics Diverter Valve
Thumb Bracket and Relief Valves
Five Second Quick Preheat System
Key Switch Stop System
Half Pitch Rubber Tracks
Self Bleed Fuel System
Auto-Downshift Two Speed Travel System
Swivel Negative Brake
Travel Negative Brake
Third Line

DIMENSIONS AND OPERATING WEIGHT

KX057-4R1A, Rubber Tracks, ROPS/OPG (Top Guard, Level I) Canopy,
Angle Dozer Blade, Dipper Arm, Counterweight
Overall Length 18' 1.3"
Overall Width 6' 5.2"
Overall Height 8' 4.4"
Operating Weight 12,620 lbs.*
Ground Clearance 12' 0.2"
* Includes operator's weight, 175 lbs.

ENGINE

V2607 Kubota DI CRS Tier 4 Diesel Engine
4 Cylinder, 4 Cycle
45.2 Net HP @ 2200 rpm

OPERATIONAL DIMENSIONS

Max Digging Depth 12' 8.2"
Max Digging Radius @ Ground Level 20' 0.5"
Max Vertical Digging Depth 5' 7.3"
Max Dumping Height 13' 8.6"

DOZER BLADE DIMENSIONS

Width 77.2"
Height 16.1"
Lift Above Ground 17.3"
Drop Below Ground 16.1"

PERFORMANCE

Digging Force @ Bucket (K7919) 11,177 lbs.
Digging Force @ Dipper Arm 5,644 lbs.
Travel Speed (Low) 1.8 mph
Travel Speed (High) 3.1 mph
Climbing Ability 36% / 20°
Lift Capacity 3,410 lbs. Over Front
Blade Grounded
4.0 Ft. Load Point Height
12.0 Ft. Load Radius

-- Custom Options --

KX057-4R1A Base Price:	$72,000.00
(1) 18" QUICK ATTACH TRENCHING BUCKET K7918A-18" QUICK ATTACH TRENCHING BUCKET	$1,184.00
(1) QUICK COUPLER K7915A-QUICK COUPLER	$930.00
(1) HYDRAULIC THUMB KIT/U55/KX057-4 K7937-HYDRAULIC THUMB KIT/U55/KX057-4	$2,307.00
Configured Price:	$76,421.00
BUY BOARD Discount:	($18,341.04)
SUBTOTAL:	$58,079.96
Dealer Assembly:	$85.00
Freight Cost:	$590.00
PDI:	$250.00
Total Unit Price:	$59,004.96
Quantity Ordered:	1
Final Sales Price:	$59,004.96

Purchase Order Must Reflect the Final Sales Price

To order equipment – purchase orders must be made out and returned to:

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

© 2018 Kubota Tractor Corporation. All rights reserved.

198.143.57.21

Commissioners Court - Regular Session **28.**

Meeting Date: 02/12/2019

Discuss, consider and take any appropriate action regarding the creation and approval of the County Board of Appeals for fire code enforcement

Submitted For: Chris Connealy **Submitted By:** Chris Connealy, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding the creation and approval of the Williamson County Board of Appeals for county fire code enforcement.

Background

The 2015 International Fire Code Section 108 has an appeal process that allows a citizen to appeal a ruling by the Fire Marshal and the Senior Director of Emergency Services related to fire code enforcement. This facilitates a check and balance for a citizen to make a petition to a Board of Appeals pertaining to the application and intent of the fire code for the purpose of issuing orders pursuant to these provisions.

The Fire Marshal's Office is seeking guidance from the Court on how members of this Board of Appeals are nominated. An attachment is provided for reference on the creation of a Board of Appeals.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FMSO Appeals Board

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/04/2019 08:12 AM
Form Started By: Chris Connealy		Started On: 02/01/2019 02:28 PM
Final Approval Date: 02/04/2019		

Williamson County Fire Marshal Board of Appeals

The Williamson County Board of Appeals for fire code enforcement:
Limitations on authority. An application for appeal shall be based on a claim that the intent of the International Fire Code 2015 or future versions thereof as adopted by Williamson County, or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall not have authority to waive requirements of this code.

Scope. A board of appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of the International Fire Code pursuant to the provisions of Section 108 of the 2015 International Fire Code or future versions thereof as adopted by Williamson County. The board shall be established and operated in accordance with this section and shall be authorized to hear evidence from appellants and the fire code official pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

Membership.
The membership of the board shall consist of five voting members having the qualifications established by this section. Members shall be nominated by the fire code official or the chief administrative officer of the jurisdiction, subject to confirmation by a majority vote of the governing body. Members shall serve without remuneration or compensation and shall be removed from office prior to the end of their appointed terms only for cause.

Qualifications.
The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection systems, and are not employees of the jurisdiction. Below are the fields they should represent.

1. A design professional from a registered engineering or Architecture in Texas.
    a. The architectural or engineering design professional serves on the board to give a balanced perspective to board deliberations. His or her role should be to evaluate the general design features of the appeal to determine whether they satisfy the intent of the code.

2. Fire Protection engineering professional
    a. This board member is expected to evaluate appeals to determine whether they represent good, logical solutions to fire safety questions that satisfy code requirements and are consistent with current fire protection engineering principles. Note that this position does not specifically require professional registration in the state but may be filled by any technical person qualified in fire

protection technology, including experienced fire protection system installation contractors and system designers.

3. Industrial Safety professional.
    a. The key words in this section are “chemical process safety” or “industrial safety.” This board member should contribute specialized knowledge of this field to board deliberations. His or her concerns should be more with industrial processes and inventories than with design or safety features, although his or her knowledge of the processes and the materials involved in them should bear on both. Note that this position also does not necessarily require professional registration in the state but may be filled by any technical person qualified in matters of chemical or industrial safety. This member’s input would be especially valuable in appeals involving the application and enforcement of the hazardous material provisions of the code.

4. General Contractor
    a. The experienced general contractor adds to the board’s expertise in determining the practicality of an appeal. This member many times may be a counterbalance to the opinion of the design professional. That is, the design may satisfy the definition of good engineering practice but not be practical or economical to construct or be compatible with an existing structure in the case of building modifications or additions.

5. General Industry or business representative.
    a. This board member, as stated in the code text, is expected to represent a point of view not represented by the other four board members. This member could, for example, be nominated by the jurisdiction’s Chamber of Commerce or Industrial Development Board.

Terms of office.

Members shall be appointed for terms of 4 years. No member shall be reappointed to serve more than two consecutive full terms.

No member shall be reappointed to serve more than two consecutive full terms.

The initial appointments are staggered.

Of the members first appointed, two shall be appointed for a term of 1 year, two for a term of 2 years, one for a term of 3 years.

Therefore, the initial (shorter) term will not disqualify an additional 2 full terms.

Meetings.

The board only meets if there is an appeal filed beyond the initial meeting when first formed. The board may also conduct executive sessions when needed. This board shall comply with the Open Meetings Act.

Steps to Appeal

Four (4) levels of appeal are available for an equivalent life safety and/or fire protection alternative method or modification to a Fire Code requirement. Each step must be followed before advancing to the next level. The Appellant shall try to remedy differences regarding Fire Code regulations at the lowest level possible before advancing to the next level.

Appeals will not be heard unless this process is followed. The levels in their order of appeal are:

- Level 1 - Fire Marshal
- Level 2 – Senior Director of Emergency Services
- Level 3 – Fire Code Appeals Board
- Level 4 – Judicial System

Level 1 – Fire Marshal

The Applicant should explore resolution of the compliance issues with the Fire Marshal by presenting an equivalent life safety and/or fire protection alternative method or modification to the disputed requirement of the Fire Code.

Level 2 – Senior Director of Emergency Services

If the Appellant and the Fire Marshal fail to come to an agreement regarding an equivalent life safety and/or fire protection alternative method or modification to the requirements of the Fire Code, then the Appellant can move to this level. This level involves a written request for review.

Level 3 – Fire Code Appeals Board

If the Applicant fails to find relief at the Level 2 appeal process, then the Appellant can move to this step. The time limits set forth below apply unless different time limits are mutually agreed to by the Applicant, the Fire Marshal, and the Fire Code Appeals Board (FCAB) Chair (e.g., for reasons of urgency).

A review by the FCAB is intended to give Applicants the chance to present their views on Fire Code compliance situations to people outside of Williamson County Fire Marshal Office employment, yet who are knowledgeable about Fire Code issues. The Appeals Board will consist of the members defined above.

Only one request for review to the FCAB may be made for any one Fire Code compliance dispute. Any stay of Fire Code enforcement pending the FCAB decision will be at the sole discretion of the Senior Director of Emergency Services. Situations involving emergency Fire Code enforcement are not subject to delay by the FCAB review process.

(1) *Written request for review:* The Applicant will submit the written request for FCAB review not more than 30 days after the Fire Marshal has notified the Applicant of the Level 2 decision on the Applicant's compliance dispute.

(2) *Notifying FCAB of a request for review:* The Fire Marshal, will make a reasonable effort to notify the FCAB Chair within one (1) business day (i.e. Monday through Friday, with Saturdays, Sundays, and holidays excluded) of receiving an Applicant's written request for a review by the FCAB. The Fire Marshal shall provide a copy of the Applicant's written request to the FCAB Chair at this time, by fax or other reasonable means.

(3) *Scope of review:* The FCAB Chair will determine if the Applicant's request is within the scope of Fire Code matters that the FCAB is permitted to consider. In making this determination, the FCAB Chair will consult with both the Applicant and the Fire Marshal.

(4) *Restriction on parties' contacts with the FCAB:* Outside the FCAB meeting(s) and any site visit(s), neither the Applicant nor the Fire Marshal will communicate with members of the FCAB about the compliance dispute except if questioned by the FCAB Chair.

(5) *Scheduling the meeting:* The FCAB will meet to review the Applicant's compliance dispute within not less than five (5) days and not more than 30 days after receipt of the request to appeal. The Fire Marshal's Office will contact the FCAB Chair, the members of the FCAB, the Fire Marshal, and the Applicant to schedule a time for the FCAB's meeting(s). Written notice of the date and time of the appeal hearing shall be posted not less than 10 days prior to the date of the hearing.

(6) *Written statements and exhibits:* The applicant and the Fire Marshal will each submit through the *"Fire Code Appeal"* form a concise written statement of the issue(s), facts, and relevant Williamson County Fire Marshal Fire Code section(s) involved, to the FCAB Chair at least ten 10 business days before the date of the FCAB meeting to consider the compliance dispute. These statements should include any relevant exhibits such as plans, as well as a list of any expert witnesses. The Applicant and Fire Marshal must submit one copy of their respective statements and attachments for each FCAB member, with an additional copy for the other party. The FCAB should receive these copies at least three (3) business days before the FCAB meeting.

(7) *The meeting:* The Applicant will make their presentation first, followed by the Fire Marshal. The Applicant and the Fire Marshal will each be limited to 30 minutes for oral presentation, including questions from the FCAB members, unless the FCAB Chair determines at the

beginning of the meeting that more time is warranted. In any event, each party will be provided equal time to make its presentation to the FCAB. Each party's oral presentation should address the factual background, the issue(s) and the Williamson County Fire Code section(s) involved. Each party may include design professionals or other persons in its presentation to the FCAB. An Appellant shall be entitled to present evidence in support of the appeal and to cross-examine opposing witnesses. The Fire Marshal shall be entitled to present evidence in support of such decision or action and to cross-examine witnesses.

(8) *Site visits:* The FCAB may visit the site(s) involved in the compliance dispute, at the request of either the Fire Marshal or the Applicant, or on the FCAB's own initiative. The Applicant shall make the site available to the FCAB for a site visit. No such site visit will be made without representation of both the Fire Marshal and the Applicant present.

Level 4 – Judicial System

If the Applicant fails to find relief at the Level 3 appeal process, then the Appellant can move to this step.

Additional Information

As it may be revised, this document sets forth the procedures for appeals of Fire Code compliance matters. General inquiries about the appeals process should be directed to the Fire Marshal at 512-943-3679.

Commissioners Court - Regular Session **29.**

Meeting Date: 02/12/2019

WCEC Oath of Service and New Employee Recognition

Submitted For: Scott Parker **Submitted By:** Scott Parker, 911 Communications

Department: 911 Communications

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on recognizing the newest members of Williamson County Emergency Communications.

Background

Williamson County Emergency Communications would like to recognize our newest team members and their successful completion of the training academy. During this presentation, the Senior Director will administer the Oath of Service for Williamson County Emergency Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCEC Oath

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/05/2019 08:18 AM
Form Started By: Scott Parker		Started On: 02/05/2019 03:58 AM
Final Approval Date: 02/05/2019		

Williamson County Emergency Communications
Telecommunicator Oath of Service

As a Williamson County 9-1-1 Telecommunicator, I regard
myself as a role model to the communities and departments that I serve;

I will show reverence for the fundamental freedoms safeguarded by the
Constitution of the United States and the Constitution of the State of Texas;

I embrace respect for human life above all else;

I will exhibit honesty and integrity through ethical behavior;

I will demonstrate professional excellence through leadership,
cooperation, and dedication to serving the public;

As the Voice of Williamson County and as the First, First Responder,
I accept the honor of my position and recognize it is a symbol of public faith.

Commissioners Court - Regular Session **30.**

Meeting Date: 02/12/2019

Receive updates on the Department of Infrastructure projects and issues

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/24/2019 01:23 PM
Form Started By: Lydia Linden		Started On: 01/24/2019 01:00 PM
Final Approval Date: 01/24/2019		

Commissioners Court - Regular Session **31.**

Meeting Date: 02/12/2019

Corridor H/Sam Bass Road Antiquities Permit Application

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations for Corridor H/Sam Bass Road, a project in Commissioner Precinct 1.

Background

The permit requests the approval of intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions, on Sam Bass Road needed to satisfy Environmental Due Diligence requirements. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placing on the court agenda, to protect restricted information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corridor H/Sam Bass Road Antiquities Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/07/2019 10:18 AM
Form Started By: Dawn Haggard		Started On: 02/06/2019 08:43 AM
Final Approval Date: 02/07/2019		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Intensive Archeological Survey for Improvements to Sam Bass Road between Ranch-to-Market Road 1431 and Wyoming Springs Drive, Williamson County, Texas
County (ies) Williamson County
USGS Quadrangle Name and Number Round Rock and Leander (3097-312 and 3097-321)
UTM Coordinates (approximate) Zone 14R E 618913-622590 N 3379709-3378296
Location Along Sam Bass Road/CR1384 in northwest Round Rock, south-central Williamson County, Texas
Federal Involvement ☐ Yes ☒ No
Name of Federal Agency N/A
Agency Representatives N/A

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Judge Bill Gravell, Jr.
Address 710 S. Main Street
City/State/Zip Georgetown, Texas, 78626
Telephone (include area code) 512-943-1550 Email Address

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name David Sandrock, MA, RPA
Affiliation Cox|McLain Environmental Consulting, Inc.
Address 8401 Shoal Creek Boulevard, Suite 100
City/State/Zip Austin, Texas 78757
Telephone (include area code) (512) 338-2223 Email Address davids@coxmclain.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork February 14, 2019
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) pedestrian survey with shovel testing (see attached research design)

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Cox|McLain Environmental Consulting, Inc.
Permanent Curatorial Facility Center for Archeological Studies (CAS) at Texas State University

IV. OWNER'S CERTIFICATION

I, Judge Bill Gravell, Jr., as legal representative of the Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Co-owner, and Principal Investigator are responsible for completing the terms of this permit.

Signature _____ Date _____

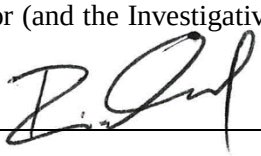
V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.

Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, David Sandrock, as Principal Investigator employed by Cox|McLain Environmental Consulting, Inc. (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature  Date January 28, 2019

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vitae must be on file with the Division of Antiquities Protection.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-6096
www.thc.state.tx.us

TEXAS HISTORICAL COMMISSION
The State Agency for Historic Preservation

ARCHEOLOGICAL INTENSIVE SURVEY SCOPE

Intensive Archeological Survey for Improvements to Sam Bass Road between Ranch-to-Market Road 1431 and Wyoming Springs Drive, Williamson County, Texas

Project Description

The purpose of the investigation described in this document is to identify archeological resources within the footprint of the proposed Williamson County study of Corridor H – Sam Bass Road between Ranch-to-Market (RM) 1431 and Wyoming Springs Drive in northwest Round Rock in south central Williamson County (**Figure 1**). As a part of their Long-Range Transportation Plan, this corridor study will identify opportunities to enhance safety and mobility and use public input to develop a plan that is in line with community needs. One of the primary purposes of this project is to accommodate current and anticipated future traffic levels to provide reliable transportation as Williamson County continues to grow. These improvements are located along Sam Bass Road, spanning approximately 2.56 miles or 4.12 kilometers.

The proposed project would include widening the existing Sam Bass Road to accommodate additional travel lanes and a 10-foot shared-use path. The shared-use path is proposed north of Sam Bass Road from RM 1431 to east of Tonkawa Trail. Right-of-way would be acquired from either side of the roadway. Several cross-drainage culverts would need to be extended to accommodate any additional pavement width. The project would consist of 25.679 acres of existing right-of-way and 14.356 acres of proposed right-of-way for a total of 40.035 acres. The archeological area of potential effects (APE), or area that would be disturbed or affected by the proposed project, is the entire 40.035 acre-footprint (**Figures 2** and **3**).

The project is owned and funded by Williamson County, rendering the project subject to the Antiquities Code of Texas; no federal funding or oversight is expected, so the project is not subject to Section 106 of the National Historic Preservation Act (NHPA).

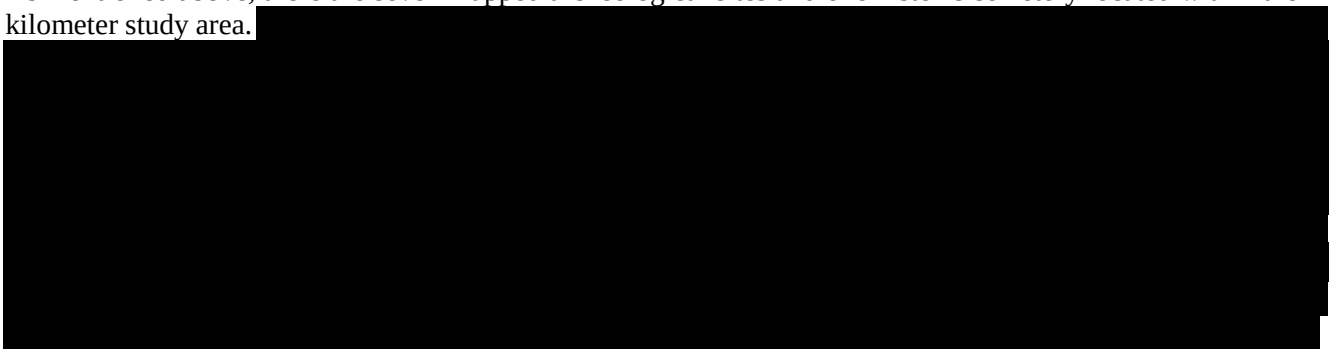
Background Information

The 40.035-acre (16.201-hectare) project is situated at elevations ranging from 788 to 865 feet (240 to 263 meters) in the Balcones Canyonland subregion of the Edwards Plateau ecoregion of Texas (Griffith et al. 2004). The Edwards Plateau is a dissected plateau with a sparse network of perennial streams and extensive karst topography.

The geology in this area is dominated by undivided Early Cretaceous Edwards and Comanche Peak Limestones (US Geological Survey [USGS] 2019a). The soils mapped in the area include Crawford clay on 0 to 1 and 1 to 3 percent slopes, Denton silty clay on 1 to 3 percent slopes, Eckrant extremely stony clay and cobbly clay on 0 to 3 percent and 1 to 8 percent slopes, respectively, and Georgetown clay loam and stony clay loam on 0 to 2 percent and 1-3 percent slopes, respectively (Natural Resources Conservation Service [NRCS] 2019). Crawford soils are moderately deep, well drained, and very slowly permeable sediments that formed in clayey parent material underlain by indurated limestone bedrock and are found on broad nearly level or gently sloping uplands. The Denton soils are deep, well drained, and slowly permeable that formed in clayey parent materials over residuum weathered from limestone bedrock and are found on backslopes and footslopes of ridges. Eckrant soils are shallow, well drained, moderately slowly permeable and formed in residuum from limestone and occur on summits, shoulders, and backslopes of ridges on dissected plains. Georgetown soils are moderately deep, well drained, and very slowly permeable sediments formed over indurated limestone and found on nearly level to very gently sloping dissected plains. Generally, soils in close proximity to the current road surface and within existing right-of-way are likely to be heavily disturbed by road and utility construction and maintenance. However, proposed new right-of-way may contain relatively undisturbed soils.

A search of the Texas Archeological Sites Atlas (Atlas) maintained by the Texas Historical Commission (THC) and the Texas Archeological Research Laboratory (TARL) was conducted in order to identify archeological sites, historical markers (Recorded Texas Historic Landmarks), properties or districts listed on the National Register of Historic Places, State Antiquities Landmarks, cemeteries, or other cultural resources that may have been previously recorded in or near the APE, as well as previous surveys undertaken in the area. A larger 1-kilometer (0.62-mile) study area around the APE was also examined.

As mentioned above, there are seven mapped archeological sites and one historic cemetery located within the 1-kilometer study area.



There are seven markers in the cemetery: four members of the Gilreath family, two Clanton family members, and one Cook family member. All of the graves date between 1858 and 1885 (Tipton 2019).

Historic topographic maps and aerial imagery were also reviewed to examine how the project locale and surrounding area have been used over time. Reviewed materials include historic topographic maps from the years 1893, 1928, 1945, 1949, 1951, 1954, 1967, 1974, 1982, 1985, 1987, 2013, and 2016 (National Environmental Title Research [NETR] 2019; USGS 2019b) and aerial imagery from the years 1954, 1962, 1973, 1985, 1995, 2002-2006, 2008, and 2010-2018 (Google Earth™ Pro 2019; NETR 2019).

The earliest topographic map reviewed (Georgetown 1:125,000 quadrangle map; 1893) shows this area as completely undeveloped with the exception of a roadway in the project vicinity and orientation as current Sam Bass Road. Subsequent early maps show the road, labeled Leander Road (now Sam Bass Road), and the general project area to be completely undeveloped with no structures depicted until 1945 when less than five are extant along the roadway. By 1982, some residential development had begun along the south side of Leander Road (Sam Bass Road), but was still very sparse, and a quarry was noted between the roadway and Dry Brushy Creek. By 1987, extensive residential occupation had occurred south of the road, including over the former quarry, and the first appearance of FM 1431 at the north terminus extends east beyond Sam Bass Road (old Leander Road).

The available aerial imagery mirrors the topographic maps very closely. The earliest imagery sets (1954, 1962, and 1973) indicate that the area was undeveloped but the quarry between Leander Road (Sam Bass Road) and Dry Brushy Creek is shown in early stages with some smaller roads connecting it to Leander Road (Sam Bass Road) is apparent on the 1973 imagery.

Known and perceived disturbances within the APE include those associated with roadway construction and maintenance, installation of overhead and underground utilities, contoured and/or excavated drainages, ingress/egress driveways, and clear cutting of vegetation. These types of disturbances are evident on aerial imagery of the project area and were observed during an initial environmental constraints field visit, when the existing Sam Bass right-of-way was found to be heavily disturbed.

Most of the APE falls within the existing, disturbed Sam Bass Road right-of-way, and the majority of the APE has not been subjected to previous archeological survey. Although the site boundary of 41WM721 extends within the proposed project's APE, the site was determined to be ineligible for listing on the NRHP or as a SAL. Further, recent aerial imagery indicates that the portion of this site within the current project's APE has very likely been destroyed by construction of the existing Sam Bass Road and Wyoming Springs Drive roadway and right-of-way.

In December 2018, a background letter was prepared for the THC. For the 25.679-acre portion of the APE that is within existing right-of-way, no further work was recommended. However, the acquisition of roughly 14.356 acres of proposed new right-of-way is planned along the APE. These areas are largely unsurveyed and appear to be relatively undisturbed in aerial imagery. Therefore, an archeological survey augmented by judgmental shovel testing was recommended for the 14.356 acres of proposed new right-of-way, and pedestrian inspection was recommended for the 25.679 acres of existing right-of-way (**Figure 4**). The THC concurred with these recommendations on December 27, 2018.

Research Design

Cox|McLain Environmental Consulting, Inc. (CMEC), will conduct intensive survey of the previously unsurveyed portions of the APE per Category 2 under 13 TAC 26.20 and using the definitions in 13 TAC 26.5. Field methods and strategies will comply with the requirements of 13 TAC 26.20, as established by the Council of Texas Archeologists (CTA) and approved by the THC.

Shovel tests will be placed in areas where ground surface visibility is below 30 percent, soils appear to be of sufficient depth to contain subsurface cultural materials, historic maps indicate high potential for historic archaeological sites, and/or previous disturbances appear to have been minimal. All shovel tests will be excavated in natural levels to subsoil or 60 centimeters (24 inches), whichever is encountered first. Excavated matrix will be screened through 0.635-centimeter (0.25-inch) hardware cloth as allowed by moisture and clay content, which may require that the removed sediment be crumbled/sorted by hand, trowel, and/or shovel point. Deposits will be described using conventional texture classifications and Munsell color designations. Radial shovel tests will be placed at 5-meter (16-foot) intervals around each shovel test containing cultural material until two negative units have been established in each cardinal direction, as allowed by project limits, observed disturbance, and other constraints. Deviations from THC and CTA standards will be explicitly justified.

As mentioned previously, a majority of the APE lies within the existing right-of-way of Sam Bass Road, which has been impacted by the installation of utilities, construction of the existing roadways, and clearing of vegetation. Field efforts will focus on the 14.356 acres of proposed new right-of-way targeted for survey in previous coordination. Please refer to **Figures 2**, **3a**, and **3b** for maps of the proposed new right-of-way and proposed survey area.

Archeological survey of proposed new right-of-way would include pedestrian examination and excavation of shovel tests as warranted by soil and slope conditions and where previous disturbance (roadway, utilities, etc.)

appears minimal. CMEC will also examine the existing right-of-way, but shovel testing is not anticipated due to the extent of previous construction disturbances. Additionally, CMEC staff will conduct an inspection of the APE at the location of site 41WM721 (located near the intersection of Sam Bass Road and Wyoming Springs Drive). A portion of this site is mapped within the proposed project's APE; a field visit will be performed in order to determine the site's present condition, and a site revisit form documenting CMEC's findings will be completed.

The project has a low probability of encountering human burials; however, if burials are found, Williamson County and the THC will be notified, and all requirements of 8 THSC 711 will be followed.

The APE is located on both public land and privately-owned land anticipated for acquisition; therefore, artifacts identified in shovel tests and surface contexts will be noted, described, photographed, and returned to their original contexts on private lands and collected on public lands. Because the bulk of the field effort will focus on proposed right-of-way, it is anticipated that this survey will largely be a no-collection project. At this time, landowner permission is being coordinated. If for any reason access is not available at the time of the survey, a reasonable and good-faith effort will be made to document inaccessible areas from adjacent areas that are accessible for the purposes of the present permit. This permit would then be closed (assuming all work products and submittals meet THC/CTA requirements) and, if necessary, an additional permit application would be submitted at a future date when any remaining land becomes accessible.

Any site recorded during the investigation will be identified by a temporary marker placed on the site. The marker will have an identifying number in the form of a field site (or FS) designation, followed by a consecutively assigned number that will indicate the order in which the sites were discovered (e.g., FS-01, FS-02, etc.). This number is a temporary field number to be superseded by a formal site trinomial obtained following the completion of fieldwork (see below). Site designations will be applied only to features (whether surface or subsurface) that appear to represent occupation or activity areas and/or to clusters of artifacts (whether surface or subsurface) with the minimum threshold of two contiguous positive shovel test units.

CMEC personnel will keep a complete record of field notes with observations including (but not limited to) identified sites, cultural materials, location markers, contextual integrity, estimated time periods of occupations, vegetation, topography, hydrology, land use, soil exposures, general conditions at the time of the survey, and field techniques employed. The field notes will be supplemented by digital photographs.

Reporting and Curation

Relevant field observations for any new sites discovered or previously recorded sites revisited during these investigations will be transferred to TexSite forms and submitted to TARL for official recording and integration into the trinomial system. An analysis of recorded materials and site characteristics will be performed, and the results will be presented in a clear and concise manner. These data will be used to formulate a preliminary evaluation of the NRHP and/or SAL eligibility of each site, as well as a recommendation for further work or no further work, supported by explicit justifications (13 TAC 26.3; 13 TAC 26.10; 13 TAC 26.16). Data, sites recorded, and NRHP/SAL eligibility assessments will be presented in a standard draft survey report to be submitted to the THC for review and comment. Comments on the draft report will be incorporated into a final version to be submitted (with the number and format of copies to be determined based on client preferences) to the THC. Per 13 TAC 26.16, the final permit closure submittal will include a transmittal letter, abstract form, project area shapefile, tagged PDF files of the report in both restricted (with site locations) and public (without site locations) versions, as applicable. Copies of the final report will also be submitted to libraries across the state as required by the Antiquities Permit.

Upon completion of the fieldwork and reporting, CMEC will make all materials and forms generated by this project available to future researchers through curation at the Center for Archaeological Studies (CAS) at Texas State University in San Marcos, Texas per 13 TAC 26.16 and 26.17. A curation form filed at both CAS and THC will accompany the collections.

References

Griffith, G. E., S. A. Bryce, J. A. Comstock, A. C. Rogers, B. Harrison, S. L. Hatch, and D. Bezanson
2004 *Ecoregions of Texas.* U.S. Geological Survey. Available at ftp://ftp.epa.gov/wed/ecoregions/tx/tx_front.pdf. Downloaded August 3, 2015.

Nationwide Environmental Title Research (NETR)
2019 Historic Aerials Database. Nationwide Environmental Title Research. Available at http://historicalaerials.com. Accessed January 9, 2019.

Natural Resources Conservation Service (NRCS)
2019 NRCS SSURGO and STATSGO soil data viewed through SoilWeb KMZ interface for Google Earth, available at http://casoilresource.lawr.ucdavis.edu/soilweb/. U.S. Department of Agriculture and California Soil Resource Laboratory, University of California, Davis. Accessed January 9, 2019.

Texas Historical Commission (THC)
2019 *Texas Archeological Sites Atlas*. Texas Archeological Research Laboratory and the Texas Historical Commission. Available at http://nueces.thc.state.tx.us. Accessed January 9, 2019.

Tipton, J.
2019 "Gilreath Family Cemetery". Find A Grave. Available at https://www.findagrave.com/cemetery/2359769/gilreath-cemetery. Accessed January 9, 2019.

United States Geological Survey (USGS)
2019a Texas Geology Map Viewer. Available at http://txpub.usgs.gov/dss/texasgeology/. Accessed January 9, 2019.

2019b USGS Historical Topographic Map Explorer. United States Geological Survey. Available at http://historicalmaps.arcgis.cm/usgs/. Accessed January 9, 2019.

List of Figures:

Figure 1: Project Location
Figure 2: Location of Archeological APE
Figures 3a-b: Area of Potential Effects Map

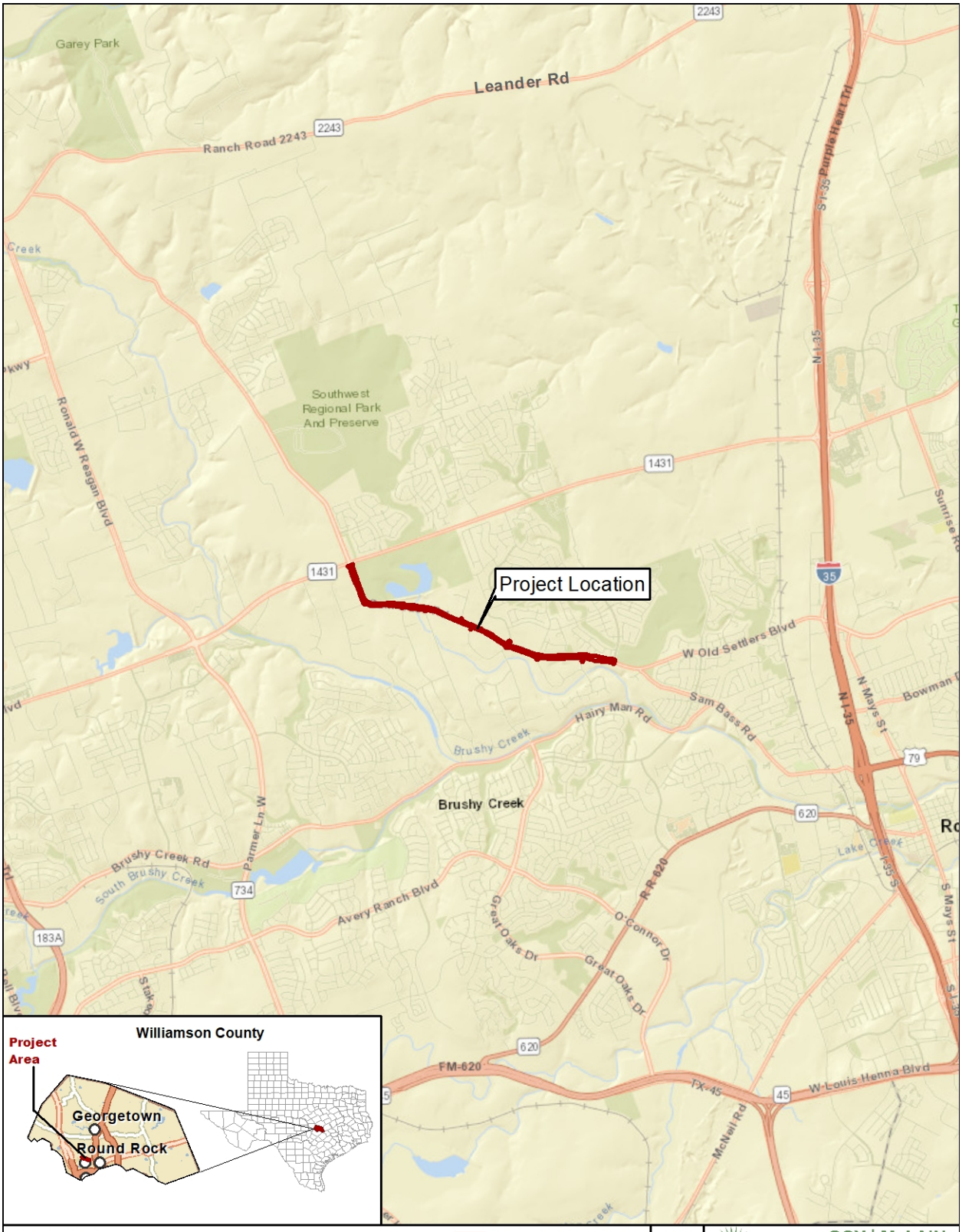


Figure 1

Project Location

Wilco Corridor H - Sam Bass Rd

Project Location/APE

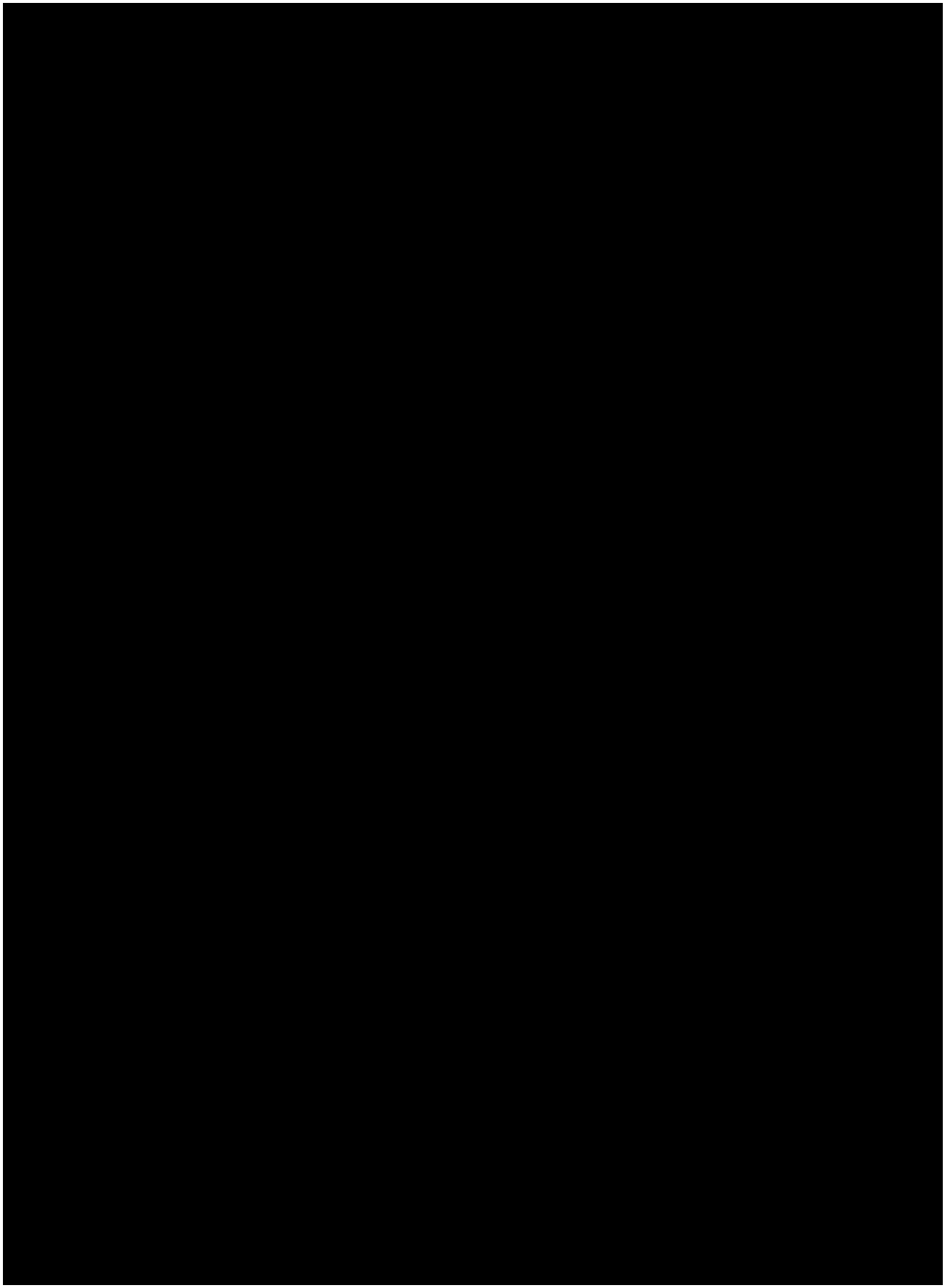
Basemap Source: ESRI (2018)

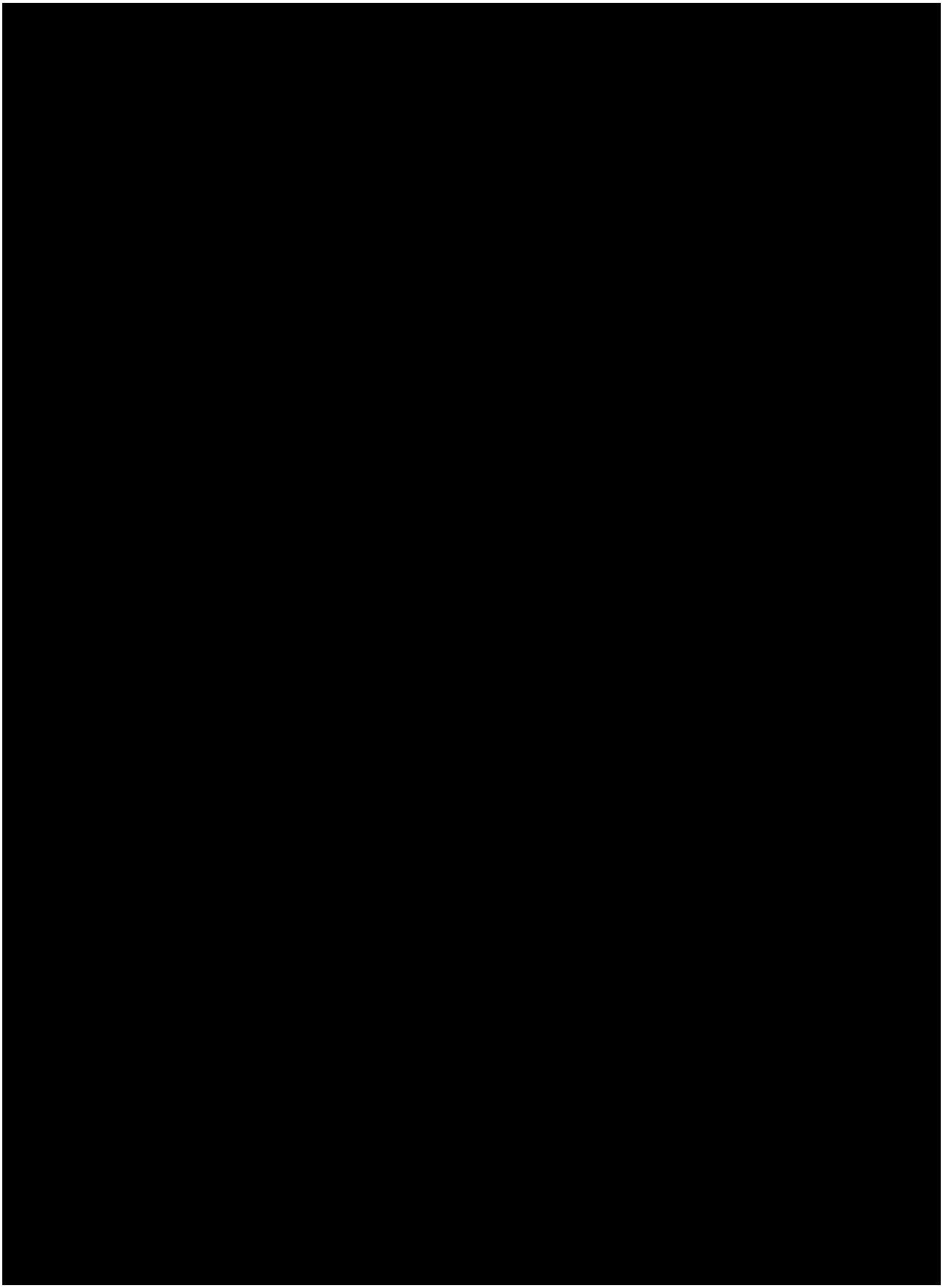
COX | McLAIN
Environmental Consulting

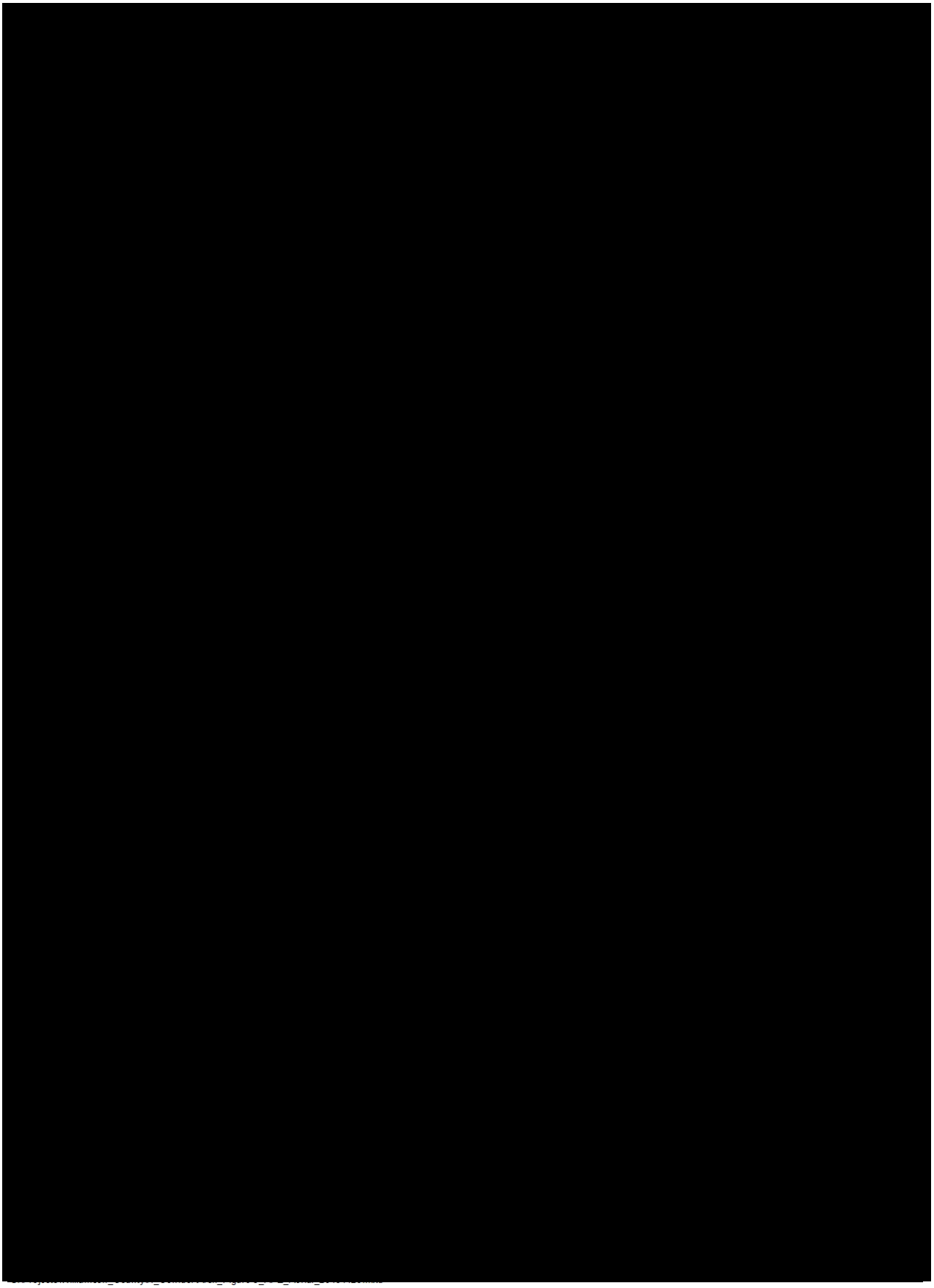
0 1.25 Miles
0 1 Kilometer

1 in = 1.25 mile
Scale: 1:79,200
Date: 11/29/2018

G:\Projects\Williamson_County\H_Corridor\Arch_Figure 1_Project Location_20181129.mxd







Commissioners Court - Regular Session **32.**

Meeting Date: 02/12/2019

Approving Service Contract River Ranch County Park Building Inspections

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 Arch Technical Services, LLC (ATS Engineers) to provide building inspection services in the not-to-exceed amount of $8,750.00 relating to the River Ranch County Park Project and authorizing execution of the agreement.

Background

This agreement is for third-party ICC Code Inspections for the River Ranch County Park Project. Additional details can be found in Exhibit A attached to the Services Contract. Department point of contact is Bob Lubecker. Funding Source P315.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/07/2019 11:02 AM
County Judge Exec Asst.	Andrea Schiele	02/07/2019 11:10 AM
Form Started By: Thomas Skiles		Started On: 02/06/2019 01:29 PM
Final Approval Date: 02/07/2019		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR BUILDING INSPECTION
(Williamson County River Ranch County Park)

THIS SERVICES CONTRACT (hereinafter "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 **Arch Technical Services, LLC (f/k/a ATS Engineers)** with offices at 4910 West Hwy 290, Austin, Texas 78735, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Proposal/Quotation, dated December 27, 2018 and designated Exhibit "A," which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit "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 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 on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is $8,750.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

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

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

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

V.

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

A. As described in the attached Statement of Work/Quotation, dated Proposal/Quotation, dated December 27, 2018 and designated Exhibit "A," which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) 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.

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.

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
_____	C. Brad Schubert
Printed Name	Printed Name
Date: _____, 2019	Date: 01/30, 2019

Exhibit "A"
Proposal/Quotation
(dated December 27, 2018 and incorporated herein as if copied in full)

eileen merritt, inc.'s
ATS

Engineers Inspectors & Surveyors
FIRM REG. #2487
TBPLS FIRM REG. #10126000

4910 West Hwy 290
Austin, Texas 78735
512.328.6995
512.328.6996. Fax

Commercial and Residential Engineering

- ☐ Structural
- ☐ Civil
- ☐ Mechanical
- ☐ Electrical
- ☐ Plumbing

Rehabilitation Designs

Commissioning Services

Property Condition Inspections

Surveying

Texas Accessibility Standards (ADA) Compliance Reviews & Inspections

Certified Code Compliance Inspectors & Plan Reviewers

Construction Consulting

Date: December 27, 2018

To: Williamson County Facilities
Attn: Bob Lubecker
Project Manager
O: 512-943-1625
C: 815-341-6271
Re: River Ranch County Park
Building Inspections

Dear Mr. Lubecker,

Thank you for allowing ATS an opportunity to provide you with a proposal for ICC Code Inspection services. It is our current understanding that you are requesting inspections of the building, plumbing, electrical and mechanical systems at this facility. This schedule outlines the expected services and presents a fee schedule for services. It is our understanding that inspection of the fire-related components and special inspections will be provided by others.

ATS proposes to provide third-party ICC Code inspections for the River Ranch County Park Project. The purpose of the inspections are to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

The inspections listed below shall take place prior to cover up.

- Plumbing Rough Inspection (In Slab)
- Water Distribution Piping Inspection (In Slab)
- Sheathing Inspection (Exterior)
- Mechanical Rough Inspection (Walls and ceiling)
- Electrical Rough Inspection (Walls and ceiling)
- Plumbing Top Out Inspection (Walls and ceiling)
- Frame Inspection
- Insulation Inspection
  Wallboard Inspection (Interior)
- Final Building, Mechanical, Electrical and Plumbing Inspection

Reporting:

- ATS provides next-day Inspections
- ATS Offers On-line Reports 24/7
- ATS Sends E-mail conformation of all Inspections scheduled each day
- ATS sends e-mailed reports of each completed inspection each day
- ATS offers Scheduling App for Android

We appreciate you considering ATS for your inspection needs. If this fee schedule meets with your approval, please complete and return the included authorization form. Again, thank you for the opportunity to partner with Williamson County.

ATS Proposal

Inspection Services
Inspections are provided on a next day basis by calling 512-328-6995 x158, or emailing requests to scheduler@ats-engineers.com. A confirmation e- mail is sent each morning describing the inspection requested, assigned Inspector and contact information. A follow-up e-mail can also be provided at the conclusion of each inspection that describes the findings. We can send this directly to the owner if desired. It is understood others will perform all Special Inspections described within Chapter 17 of the adopted code.

ATS Inspections_____$125.00 per inspection trip*
Engineer's Consultation (if required)_____$85.00/hr.

***Project Assumptions**

- Combination inspections will be performed where applicable.
- The proposed fee is based upon an assumed inspection of approximately 1-hour in duration, including travel time, on-site project coordination, inspection report documentation, and code research. Additional time is proposed at $75.00/hour.
- Estimated not to exceed 70 Inspections $8,750

ATS typically provides inspections on a next business day turnaround basis. However, it is understood that additional notice maybe required on this project and next day service may, in some instances, not be available. Special Inspections are the responsibility of the Design Professional in Responsible Charge.

We appreciate you considering ATS for this project. If this proposal meets with your approval, please sign in the space provided and return a copy to us for our files. ATS will not commission work on a project until we have received the required documentation. If authorization to proceed is given later than four weeks from the date of this proposal, the above fees and timelines will no longer be valid and a new fee and schedule will be required. If you have any question about this proposal, please do not hesitate to contact us.

Sincerely,

DAtwell

Dondi Atwell
Inspections Department Manager

Commissioners Court - Regular Session **33.**

Meeting Date: 02/12/2019

Awarding IFB # 1811-276 Walburg Heights Reconstruction

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #1811-276 Walburg Heights Reconstruction to the lowest responsive bidder, Pro Dirt Services and authorizing execution of the agreement.

Background

Purchasing solicited bids for Walburg Heights Reconstruction. 2,484 suppliers were notified of the bid of which 41 suppliers viewed the bid documents and 4 suppliers submitted bids. After a thorough review of the bids submitted it was determined that Pro Dirt Services submitted the lowest responsive bid in the amount of $345,986.79. Department point of contact is Terron Evertson. Funding Source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Award Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/07/2019 11:04 AM
County Judge Exec Asst.	Andrea Schiele	02/07/2019 11:22 AM
Form Started By: Thomas Skiles		Started On: 02/06/2019 01:35 PM
Final Approval Date: 02/07/2019		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Pro Dirt Services ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 1811-276, Walburg Heights Reconstruction; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Three Hundred Forty Five Thousand Nine Hundred Eighty Six Dollars and Seventy Nine Cents ($345,986.79) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 1811-276, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor 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 Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. 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.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$1,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR, 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. CONTRACTOR 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.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR 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.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor 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 Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner 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 Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, 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 information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 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 of this Agreement. 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.

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

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Pro Dirt Services LLC

By: _____

Printed Name: Tony Dill

Title: President

Date: 1/28/19

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____

Phone _____
Fax _____

Contractor's Designated Representative:

Zach Cason
_____
_____

Phone 512-913-2553
Fax _____

WILLIAMSON COUNTY
1848

January 25, 2019

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for Walburg Heights Reconstruction – Bid #1811-276

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Pro Dirt Services) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Pro Dirt Services - $345,986.79
2. Smith Contracting - $353,171.20
3. Westar Construction, Inc - $384,241.75
4. Patin Construction, Inc - $391,717.10

The Contractor's low base bid is $88,785.79 above the Engineer's Estimate, a cost increase of 25.7%.

In addition to meeting the bid qualifications subject to being low bidder, Pro Dirt Services has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $345,986.79 and the previous work experience, I recommend to the Williamson County Commissioner's Court that they award Pro Dirt Services the contract for the Walburg Heights Reconstruction project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.
County Engineer

Commissioners Court - Regular Session **34.**

Meeting Date: 02/12/2019

Awarding IFB # 1811-277 Lost River Road Culvert Replacement

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #1811-277 Lost River Road Culvert Replacement to the lowest responsive bidder, Greyback Utility, LLC. and authorizing execution of the agreement.

Background

Purchasing solicited bids for Lost River Road Culvert Replacement. 2,484 suppliers were notified of the bid of which 52 suppliers viewed the bid documents and 9 suppliers submitted bids. After a thorough review of the bids submitted, it was determined that Greyback Utility submitted the lowest responsive bid in the amount of $149,081.35. Department point of contact is Terron Evertson. Funding Source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/07/2019 11:07 AM
County Judge Exec Asst.	Andrea Schiele	02/07/2019 11:25 AM
Form Started By: Thomas Skiles		Started On: 02/06/2019 01:41 PM
Final Approval Date: 02/07/2019		

WILLIAMSON COUNTY
1848

January 25, 2019

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for Lost River Road Culvert Replacement – Bid #1811-277

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Greyback Utility, LLC) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Greyback Utility, LLC - $149,081.35
2. RHB - $177,755.75
3. Westar Construction, Inc. - $192,714.50
4. D&S Concrete Contractors - $222,796.00
5. Smith Contracting - $229,215.00
6. A Greater Austin Development Co - $249,017.45
7. C3 Environmental Specialties - $249,303.01
8. Pro Dirt Services - $258,555.00
9. Patin Construction, LLC - $288,555.00

The Contractor's low base bid is $11,478.65 below the Engineer's Estimate, a cost decrease of 7.7%.

In addition to meeting the bid qualifications subject to being low bidder, Greyback Utility, LLC has received positive references from those contacted. Based on the low bid of $149,081.35, I recommend to the Williamson County Commissioner's Court that they award Greyback Utility, LLC the contract for the Lost River Road Culvert Replacement project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.
County Engineer

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Greyback Utility, LLC. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 1811-277, Lost River Road Culvert Replacement; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of One Hundred Forty-Nine Thousand Eighty One Dollars and Thirty Five Cents ($149,081.35) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 1811-277, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor 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 Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. 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.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$1,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR, 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. CONTRACTOR 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.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR 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.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor 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 Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner 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 Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, 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 information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 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 of this Agreement. 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.

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

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: Jacey M Mauldin

Title: Managing Member

Date: 02/01/2019

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

Trenton Mauldin
Project Manager
_____
_____
Phone 512-948-1849
Fax _____

Commissioners Court - Regular Session **35.**

Meeting Date: 02/12/2019

Awarding IFB # 1811-281 FY 19 Cross Culverts

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #1811-281 FY 19 Cross Culverts to the lowest responsive bidder, Forsythe Brothers Infrastructure and authorizing execution of the agreement.

Background

Purchasing solicited bids for FY 19 Cross Culverts. 2,484 suppliers were notified of the bid of which 67 suppliers viewed the bid documents and 3 suppliers submitted bids. After a thorough review of the bids submitted, it was determined that Forsythe Brothers submitted the lowest responsive bid in the amount of $606,692.00. Department point of contact is Terron Evertson. Funding Source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/07/2019 11:06 AM
County Judge Exec Asst.	Andrea Schiele	02/07/2019 11:28 AM
Form Started By: Thomas Skiles		Started On: 02/06/2019 01:45 PM
Final Approval Date: 02/07/2019		

WILLIAMSON COUNTY
1848

January 22, 2019

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for FY 19 Cross Culvert Replacements – Bid #1811-281

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Forsythe Brothers Infrastructure) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Forsythe Brothers Infrastructure - $606,692.00
2. QA Construction Services, Inc - $637,750.00
3. Westar Construction, Inc - $819,520.30

The Contractor's low base bid is $129,245.00 below the Engineer's Estimate, a cost decrease of 21.3%.

In addition to meeting the bid qualifications subject to being low bidder, Forsythe Brothers Infrastructure has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $606,692.00 and the previous quality of work done for TxDOT, I recommend to the Williamson County Commissioner's Court that they award Forsythe Brothers Infrastructure the contract for the FY 19 Cross Culvert Replacements project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Orig #242

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Forsythe Brothers Infrastructure ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 1811-281, FY 19 Cross Culvert Replacements; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Six Hundred Six Thousand Six Hundred Ninety-Two Dollars and Zero Cents ($606,692.00) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 1811-281, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor 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 Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. 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.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$1,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR, 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. CONTRACTOR 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.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR 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.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor 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 Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner 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 Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, 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 information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 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 of this Agreement. 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.

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

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: William Forsythe

Title: member

Date: 2/1/19

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

Bill Forsythe
_____
_____
_____
Phone 512 579 8882
Fax n/a

Commissioners Court - Regular Session **36.**

Meeting Date: 02/12/2019

Discuss consider and take appropriate action on approval of the preliminary plat for the Villasana Horizon subdivision - Pct 4

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

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

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Villasana Horizon subdivision - Precinct 4.

Background

This proposed subdivision consists of 9 lots and no new public roads.

Timeline
2018-03-23 – 1st submittal received with application and preliminary plat review fee
2018-05-25 – 1st review complete with comments (incl. regarding additional right-of-way necessary for the transportation plan).
2018-08-01 – 2nd submittal received
2018-09-11 – Discussion with Floodplain Administrator (no floodplain study required)
2018-09-12 – 2nd review complete with comments
2018-09-12 – 3rd submittal received
2018-10-23 – 3rd review completed (all comments clear aside from right-of-way for the transportation plan)
2018-11-09 – County prepares an exhibit detailing the additional right-of-way necessary for the transportation plan
November 2018 – January 2019 – discussions between Owner, County and Surveyor regarding additional right-of-way necessary for the transportation plan
2019-01-24 – Owner decides that they do not want to sell the additional right-of-way to the County
2019-02-07 – preliminary plat placed on the 2019-02-12 Court agenda

---

Fiscal Impact

From/To	Acct No.	Description	Amount

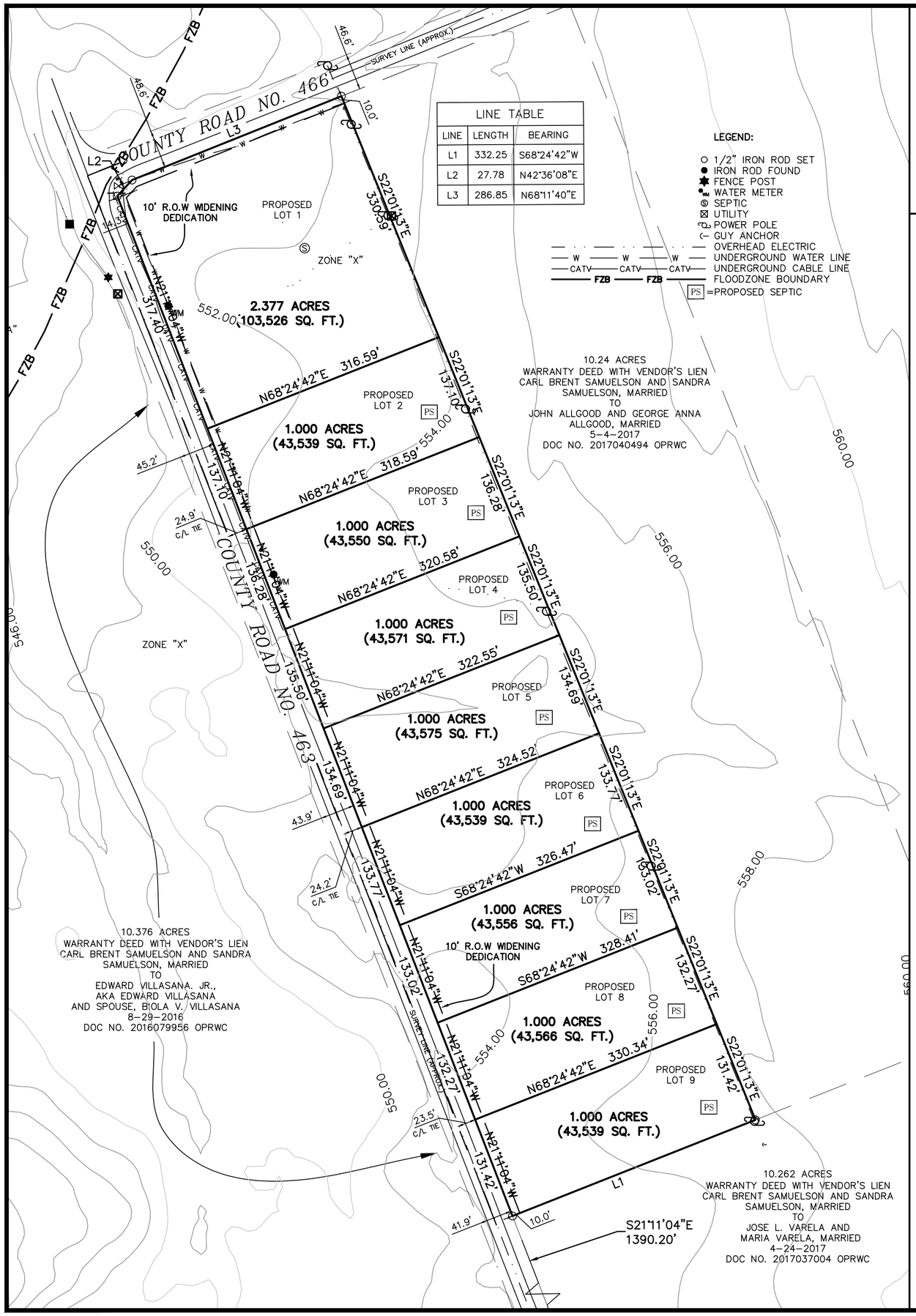
Attachments

prelim plat - Villasana Horizon

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/07/2019 01:29 PM
Form Started By: Adam Boatright		Started On: 02/07/2019 11:39 AM
Final Approval Date: 02/07/2019		

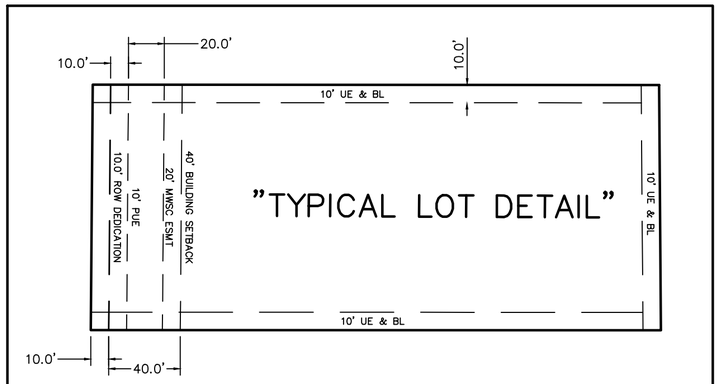
PRELIMINARY PLAT OF
VILLASANA HORIZON

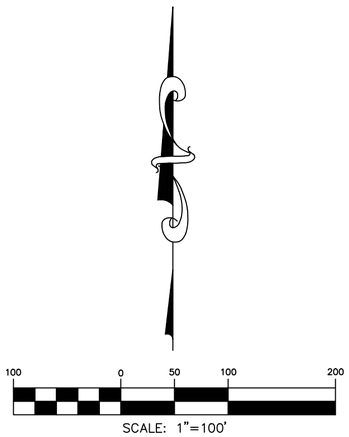


LINE TABLE		
LINE	LENGTH	BEARING
L1	332.25	S68°24'42"W
L2	27.78	N42°36'08"E
L3	286.85	N68°11'40"E

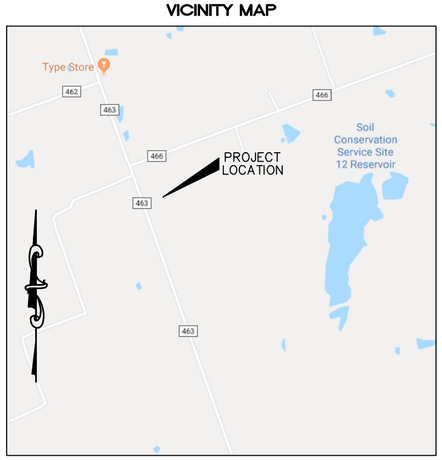
LEGEND:

- ○ 1/2" IRON ROD SET
- ● IRON ROD FOUND
- ✱ FENCE POST
- WM WATER METER
- Ⓢ SEPTIC
- ⊠ UTILITY
- POWER POLE
- GUY ANCHOR
- OVERHEAD ELECTRIC
- W — UNDERGROUND WATER LINE
- CATV — UNDERGROUND CABLE LINE
- FZB — FLOODZONE BOUNDARY
- PS =PROPOSED SEPTIC





VICINITY MAP



SCALE: = NONE

FLOOD NOTE:

THE PROPERTY DEPICTED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F.I.R.M. PANEL NO. 48491C0725E, EFFECTIVE DATE SEPTEMBER 26, 2008, LOCATED IN ZONE "X" (UNSHADED).

PLAT NOTES:

IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

(If any sidewalks) ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

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.

A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION (EXCEPT LOTS__,__ AND __). THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA. (A FLOODPLAIN DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATORS FOR LOTS__,__ AND__ PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT.)

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.

BRYAN TECHNICAL SERVICES, INC.

911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500
surveying@austin.rr.com
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: A.CAZ	CHECKED BY: BLB
SCALE: 1" = 100'	APPROVED BY: BLB
PROJECT NO. 18-046	DATE: SEPTEMBER 13, 2018

PRELIMINARY PLAT OF
VILLASANA HORIZON

OWNERS CERTIFICATION

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §
THAT, EDWARD VILLASANA, JR., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2016079956, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS 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 CITY OF ELGIN MAY DEEM
APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS VILLASANA HORIZON, LOCATED IN THE CITY OF ELGIN, WILLIAMSON COUNTY, TEXAS.

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

_____AUTHORIZED PERSON

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE_____DAY OF _____, 2018.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINTED NAME
MY COMMISSION EXPIRES:_____

OWNERS CERTIFICATION

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §
THAT, BIOLA V. VILLASANA, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2016079956, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS 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 CITY OF ELGIN MAY DEEM
APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS VILLASANA HORIZON, LOCATED IN THE CITY OF ELGIN, WILLIAMSON COUNTY, TEXAS.

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

_____AUTHORIZED PERSON

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE_____DAY OF _____, 2018.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINTED NAME
MY COMMISSION EXPIRES:_____

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §
THAT, CAPITAL FARM CREDIT, THE LIEN HOLDER ON THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOC.# 2016079956 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, DOES 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 CITY OF TAYLOR MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS VILLASANA HORIZON SUBDIVISION, LOCATED IN THE CITY OF ELGIN, WILLIAMSON COUNTY, TEXAS.

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

_____AUTHORIZED PERSON

LEGAL DESCRIPTION

10.376 Acres

These notes describe that certain tract of land, situated in the CHARLES C. SPEAR SURVEY, ABSTRACT NO. 577, located in Williamson County, Texas; subject tract being a called "10.376 Acres" conveyed to Edward Villasana, Jr. and spouse Biola V. Villasana from Carl Brent Samuelson and Sandra Samuelson in a Warranty Deed with Vendor"s Lien, dated 8-29-2016 and recorded in Document No. 2016079956, Official Public Records of Williamson County (OPRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on March 14, 2018, subject tract being more fully described as follows:

BEGINNING at the Northeast corner of subject tract in the occupied North line of said "158.9 Acres", same being in the South line of Williamson County Road No. 466; set a 1/2" iron rod (capped) at same corner; found a 1/2" iron rod capped at the occupied Northeast corner of said "158.9 Acres", same being the Northwest corner a called "91.442 Acres" as recorded in Document no. 2016032684, OPRWC;

THENCE South 22° 01' 13" East with the East line of subject tract, over and across said "158.9 Acres", a distance of 1404.64 feet to the Southeast corner of subject tract; set a 1/2" iron rod (capped) at same corner;

THENCE South 68° 24' 42" West with the South line of subject tract, over and across said "158.9 Acres", a distance of 332.25 feet to the Southwest corner of subject tract in the occupied West line of said "158.9 Acres", same being in the East line of Williamson County Road No. 463; set a 1/2" iron rod (capped) at same corner; found a 5/8" iron rod at the occupied Southwest corner of said "158.9 Acres" bearing South 21° 11' 04" East, 1390.20 feet;

THENCE North 21° 11' 04" West with the occupied West line of said "158.9 Acres", same being the East line of Williamson County Road No. 463, a distance of 1391.45 feet to an exterior corner of subject tract at the intersection with aforementioned South line of Williamson County Road No. 466; set a 1/2" iron rod (capped) at same corner;

THENCE North 42° 36' 08" East with the occupied North line of said "158.9 Acres", same being the South line of Williamson County Road No. 466, a distance of 27.78 feet to a set 1/2" iron rod (capped) at an exterior corner of subject tract;

THENCE North 68° 11' 40" East with the occupied North line of said "158.9 Acres", same being the South line of Williamson County Road No. 466, a distance of 286.85 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated an area of 10.376 Acres.

SURVEYOR'S CERTIFICATION

I, BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HERON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS,, VISIBLE UTILITY LINES OR ROADS PLACE,EXCEPT SHOWN ON THE ACCOMPANYING PLAT,AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF TAYLOR, TEXAS.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS _____ DAY OF _____, 2018

"THIS TRACT IS NOT LOCATED IN THE EDWARD AQUIFER RECHARGE ZONE"

_____
BRUCE LANE BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4249 STATE OF TEXAS

COUNTY ENGINEER'S CERTIFICATION

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

_____ _____
J. TERRON EVERTSON, PE, DR, CFM Date
COUNTY ENGINEER

ADDRESS COORDINATOR NOTE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF _____ , 20___ A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR

BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FAX: (512) 352-9091
FIRM No. 10128500
surveying@austin.rr.com
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	

DRAWN BY: A.CAZ	CHECKED BY: BLB
SCALE: 1" = N/A	APPROVED BY: BLB
PROJECT NO. 18-046	DATE: MARCH 1, 2018

ENGINEER'S CERTIFICATION

I, DENNIS W. HILL, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION, PARCEL IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0535E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE CITY OF TAYLOR REGULATIONS. THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENT SHOWN AND / OR PUBLIC RIGHT OF WAY DEDICATED BY THIS PLAT.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT, TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS ____ DAY OF_____2018

_____
DENNIS W. HILL
REGISTERED PROFESSIONAL ENGINEER
NO. _____ STATE OF TEXAS

WILLIAMSON COUNTY JUDGE

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

I, DAN 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 GATTIS, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY CLERK

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

I, **NANCY RISTER,** CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE __ DAY OF_____, 20____. A.D., AT_____O'CLOCK,____.M., AND DULY RECORDED THIS THE DAY OF_____, 20____., A.D., AT____O'CLOCK,____.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO._____

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS BY:

BY:_____ DEPUTY

PRINTED NAME:_____

Commissioners Court - Regular Session **37.**

Meeting Date: 02/12/2019

CR 111 Resolution for Condemnation

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.056 acres required for the construction of CR 111, and take appropriate action. (Betty Jo Will/Parcel 38). Funding Source- Road Bonds P249

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Will Resolution for Condemnation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/07/2019 10:19 AM
Form Started By: Charlie Crossfield		Started On: 02/07/2019 08:36 AM
Final Approval Date: 02/07/2019		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to a certain tract of land being 0.056 acre (Parcel 38) described by metes and bounds in Exhibit "A" owned by **BETTY WILL A/K/A BETTY JO WILL,** for the purpose of constructing, reconstructing, maintaining, and operating County Road 111 (Westinghouse Road) roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2019.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel: 38
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 38

BEING 0.056 of an acre (2,435 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of that certain tract of land, called 10 acres, Save & Except 3.744 acres, as conveyed to Betty Jo Will by deed recorded as Document No. 2008040666 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a calculated point (Surface Coordinates determined as N=10197892.84, E=3156029.23) at the intersection of the north line of County Road No. 105 and the west line of State Highway No. 130, being the Southeast corner of the above-referenced 10 acre, Save & except 3.744 acre Will tract, for an interior corner of that certain tract of land, called 3.744 acres, as described in a Judgement to the State of Texas of record as Document No. 2005006255 of the Official Public Records of Williamson County, Texas, for the Southeast corner hereof, from which a ½-inch iron pin found for a Southeast corner of the above-referenced 10 acre, Save & except 3.744 acre Will tract bears N 23°46'15" W, 468.26 feet;

THENCE, along the said north line at County Road No. 105, S 68°42'45" W, 274.84 feet to an iron pin found on the east line of that certain tract of land, called 52.44 acres, as conveyed to La Miraj, Ltd., by deed as recorded in Volume 2055, Page 142, of the Official Records of Williamson County, Texas, marking the Southwest corner of the said 10 acre, Save & Except 3.744 acre Will tract, being the most westerly Northwest corner of the said 3.744 acre State of Texas tract, being the Northeast corner of that certain tract of land, called Part 2, 0.325 of an acre, as described in a Judgement to the State of Texas of record as Document No. 2005079899 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, along the west line of the said 10 acre, Save & Except 3.744 acre Will tract, N 21°36'45" W, 14.05 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 204+82.82 for the Northwest corner hereof;

THENCE, N 70°52'30" E, 274.96 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 207+57.77 on the west line of State Highway No. 130, being the east line of the said 10 acre, Save & Except 3.744 acre Will tract, being the westerly line of the said 3.744 acre State of Texas tract, for the Northeast corner hereof;

THENCE, along the said west line of State Highway No. 130, S 23°46'15" E, 3.68 feet to the the Place of **BEGINNING** and containing 0.056 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

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

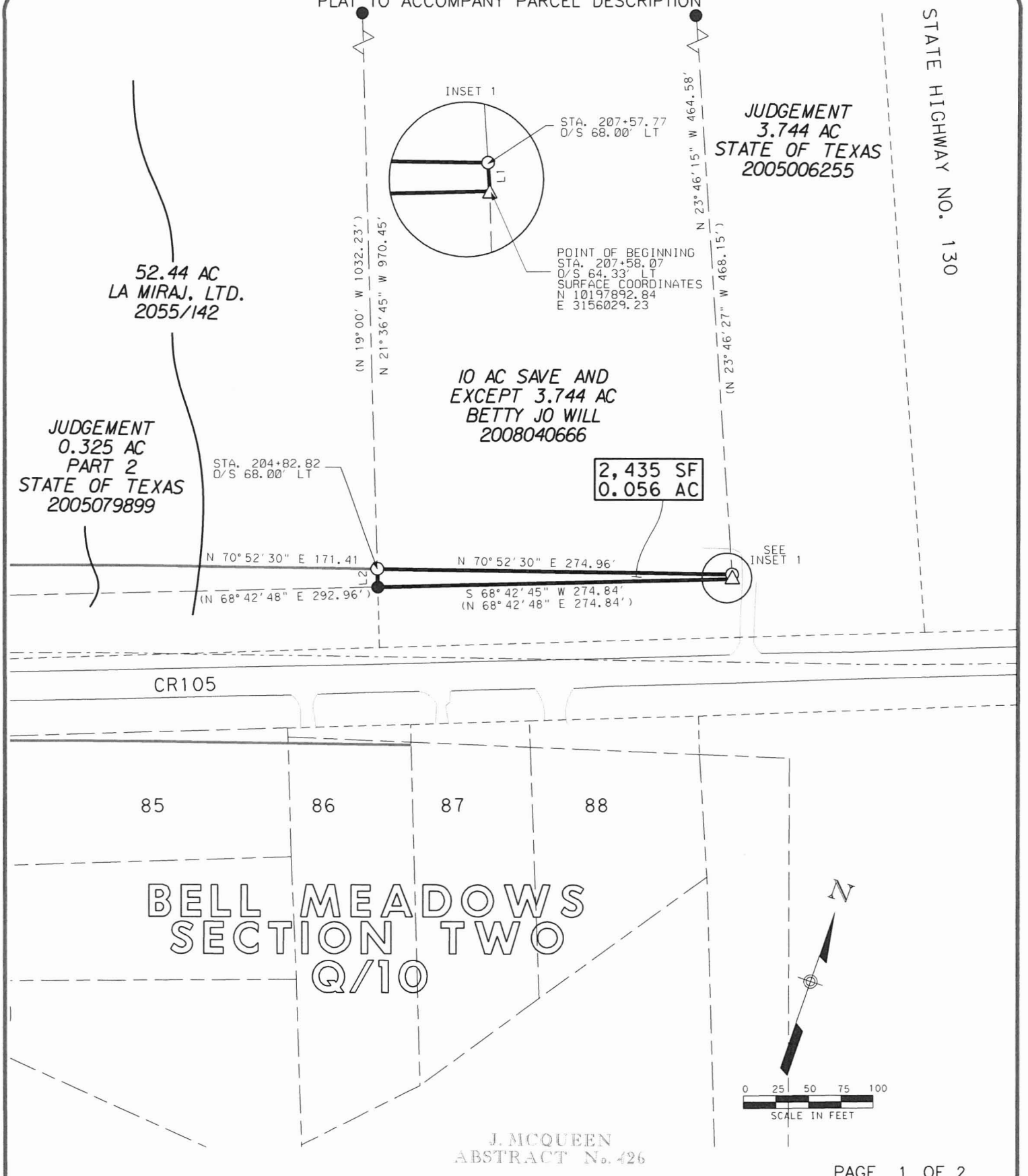
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 4 day of October, 2016, A.D.

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

Project No. 22009-38

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 38.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-161 TBLS FIRM No. 10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

BETTY JO WILL

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	38	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

LEGEND

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

CODE	BEARING	DISTANCE
L1	S 23°46'15" E	3.68'
L2	N 21°36'45" W	14.05'

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

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 286, PG. 511
2. TEXAS POWER & LIGHT COMPANY, VOL. 509, PG. 347
3. TEXAS POWER & LIGHT COMPANY, VOL. 533, PG. 381
4. JONAH WATER SUPPLY, VOL. 726, PG. 787

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

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

10-4-16

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

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-181 TBLS FIRM No. 10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

BETTY JO WILL

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	38	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

Commissioners Court - Regular Session **38.**

Meeting Date: 02/12/2019

CR 111 Resolution for Condemnation

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 2.321 acres and 0.138 acres required for the construction of CR 111, and take appropriate action. (Parcel 26- M&RBFF). Funding Source- Road Bonds P249

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

M&RBFF Resolution for Condemnation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/07/2019 10:21 AM
Form Started By: Charlie Crossfield		Started On: 02/07/2019 08:40 AM
Final Approval Date: 02/07/2019		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of (1) fee simple title in and to a certain tract of land being 2.321 acres (Parcel 26) described by metes and bounds in Exhibit "A", and (2) drainage easement interest in and across a certain tract of land being 0.138 acre (Parcel 26DE) described by metes and bounds in Exhibit "B", both owned by **M&RBFF, LLC,** for the purpose of constructing, reconstructing, maintaining, and operating County Road 111 (Westinghouse Road) roadway improvements and related appurtenances ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A-B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2019.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel: 26
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 26

BEING 2.321 acres (101,092 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of that certain Tract One, called 52.41 acres, as conveyed to Mary L. Bost, Trustee of the Family Trust Established under the will of Robert V. Bost, of record as Document No. 2013006956 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING, at an iron pin found (Surface Coordinates determined as N=10195810.74, E=3152973.69) on the south line of County Road No. 105 marking the Northeast corner of the above-referenced 52.41 acre Bost Tract One, being the northwest corner of that certain tract of land, called 50.441 acres, as conveyed to The Ranches at Emerald Meadows, LLC, by deed as recorded in Document No. 2015044217, of the Official Public Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the east line of the said 52.41 acre Bost Tract One, being the west line of the said 50.441 acre Ranches at Emerald Meadows tract, S 21°28'45" E, 22.48 feet to an iron pin set 68.20 feet right of Engineers Centerline Station 169+44.51 for the Southeast corner hereof;

THENCE, along a curve to the Right, (Radius = 1,568.00 feet, Delta = 14°37'30", Long Chord bears S 61°33'45" W, 399.17 feet) an arc distance of 400.26 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 165+61.65 and S 68°52'30" W, 1,067.54 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 154+94.11 on the west line of the said 52.41 acre Bost Tract One, being the east line of that certain tract of land, called 17.90 acres, as conveyed to Homer R. Thomas and wife, Barbara L. Thomas, by deed as recorded in Volume 770, Page 825, of the Deed Records of Williamson County, Texas, for the Southwest corner hereof, from which a fence corner found for the Southwest corner of the above-referenced 52.41 acre Bost Tract One bears S 21°20'30" E, 1,485.84 feet;

THENCE, N 21°20'30" W, 73.96 feet to an iron pin found on the said south line of County Road No. 105, marking the Northwest corner of the said 52.41 acre Bost Tract One, being the Northeast corner of the said 17.90 acre Thomas tract, for the Northwest corner hereof;

THENCE, along the said south line of County Road No. 105, N 68°54'00" E, 1,463.61 feet to the Place of **BEGINNING** and containing 2.321 acres of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

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

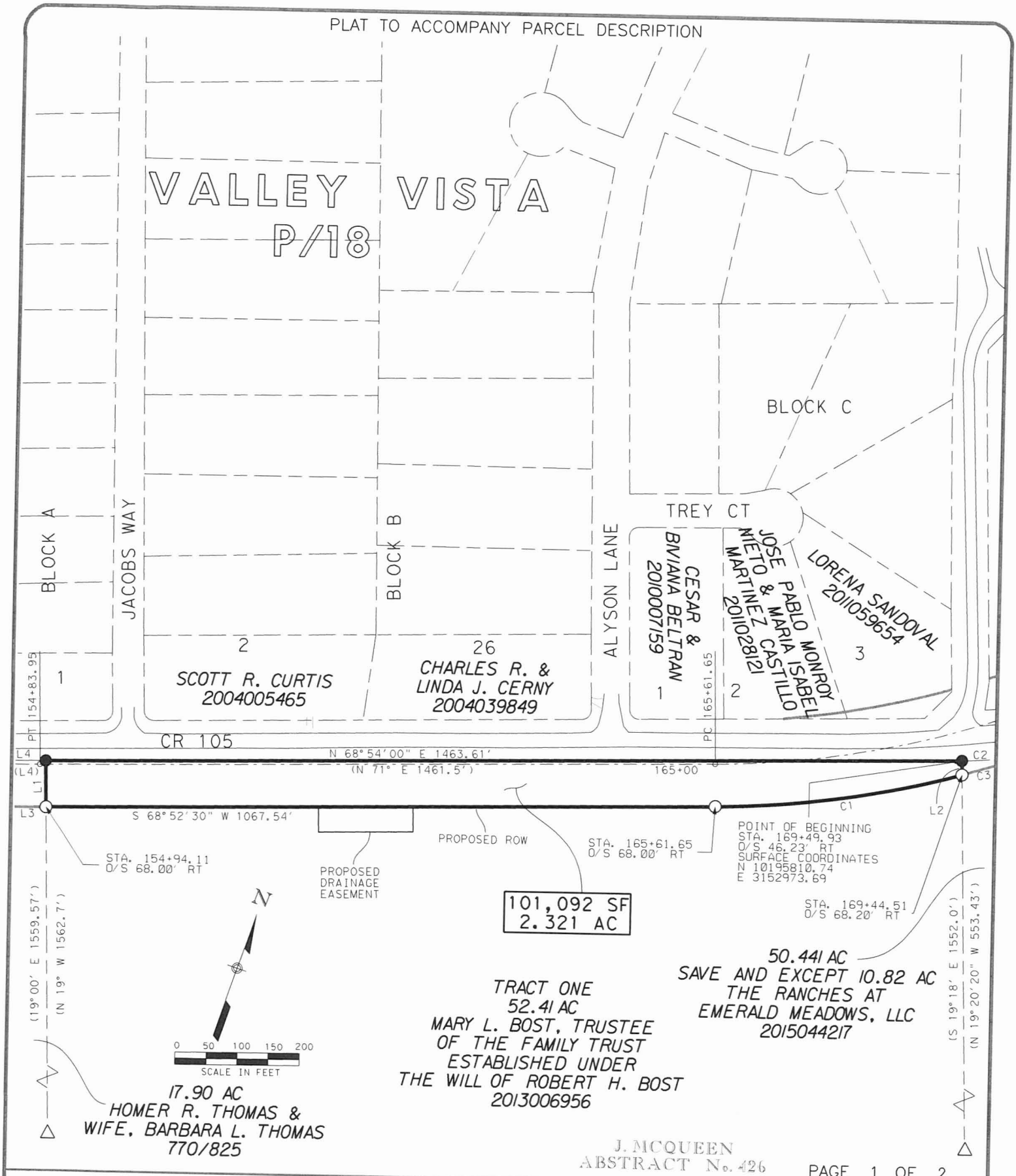
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.

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

Project No. 22009-26

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 26.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



J. MCQUEEN
ABSTRACT No. 426

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TSPE/PBPE F-161 TBLS FIRM No. 10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
MARY L. BOST, TRUSTEE OF THE FAMILY TRUST
ESTABLISHED UNDER THE WILL OF ROBERT H. BOST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	26	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

LEGEND

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

CODE	BEARING	DISTANCE
L1	N 21°20'30" W	73.96'
L2	S 21°28'45" E	22.48'
L3	N 68°52'30" E	10.16'
L4	N 71°20' E	339.60'
(L4)	N 71°18'50" E	159.15'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,568.00'	400.26'	S 61°33'45" W	399.17'	14°37'30"
C2	838.65'	98.01'	N 65°07'30" E	175.27'	6°41'45"
C3	1,568.00'	101.80'	N 52°23'30" E	101.79'	3°43'15"

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

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 289
2. TEXAS POWER & LIGHT COMPANY, VOL. 307, PG. 194
3. JONAH WATER SUPPLY CORP., VOL. 563, PG. 666

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

12-15-16

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

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-101 TBLS FIRM No. 10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
MARY L. BOST, TRUSTEE OF THE FAMILY TRUST ESTABLISHED UNDER THE WILL OF ROBERT H. BOST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	26	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT B

County: Williamson
Parcel: 26DE
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 26DE

BEING a 0.138 of one acre parcel (6,000 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of a called 52.41 acre tract of land described as 'Tract One' in an Independent Executor's Distribution Deed to Mary L. Bost, recorded in Document No. 2013006956 of the Official Public Records of Williamson County, Texas. Said 0.138 of one acre parcel being more particularly described as follows:

COMMENCING at a 1/2-inch iron rebar with cap stamped "RPLS 5784" set (Surface Coordinates = N: 10195215.01, E: 3151635.10) in the West line of said 52.41 acre tract and the East line of a called 17.90 acre tract of land described in a Warranty Deed with Vendor's Lien to Homer R. Thomas and wife, Barbara L. Thomas, recorded in Volume 770, Page 825, of the Deed Records of Williamson County, Texas, also being in the proposed Southeasterly right-of-way line of County Road No. 105, said 1/2-inch iron rebar with cap set being 68.00 feet right of and at a right angle to Engineers Centerline Station 154+94.11, from which a 1/2-inch iron rebar found for the Northwest corner of said 52.41 acre tract and the Northeast corner of said 17.90 acre tract, also being in the existing Southeasterly right-of-way line of County Road No. 105, bears North 21°20'30" West a distance of 73.96 feet;

THENCE over and across said 52.41 acre tract and along said proposed Southeasterly right-of-way line of County Road No. 105, the following two (2) courses and distances:

1. North 68°52'30" East a distance of 434.89 feet to the Northwest corner and **POINT OF BEGINNING** (Surface Coordinates = N: 10195371.74, E: 3152040.77) of the herein described tract, said corner being 68.00 feet right of and at a right angle to Engineers Centerline Station 159+29.00; and

2. **North 68°52'30" East** a distance of **150.00** feet to the Northeast corner of the herein described tract, said corner being 68.00 feet right of and at a right angle to Engineers Centerline Station 160+79.00, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature in said proposed Southeasterly right-of-way line of County Road No. 105, bears North 68°52'30" East a distance of 482.65 feet;

THENCE departing said proposed Southeasterly right-of-way line of County Road No. 105, and continuing over and across said 52.41 acre tract, the following three (3) courses and distances:

1. **South 21°07'30" East** a distance of **40.00** feet to the Southeast corner of the herein described tract;

2. **South 68°52'30" West** a distance of **150.00** feet to the Southwest corner of the herein described tract; and

3. **North 21°07'30" West** a distance of **40.00** feet to the **POINT OF BEGINNING** and containing 0.138 of one acre of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

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

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

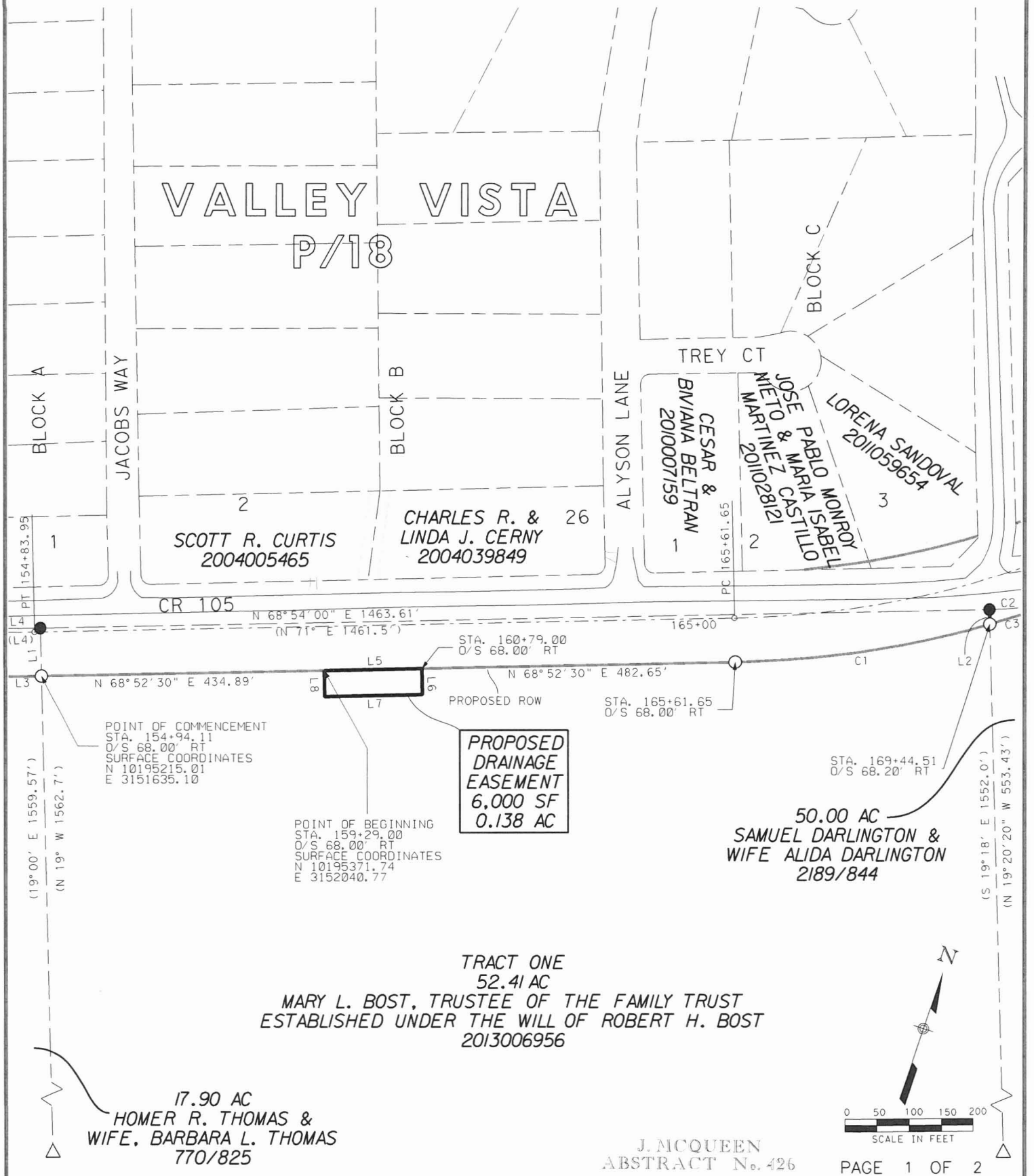
I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein under my supervision and is correct, to the best of my knowledge and belief.

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

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

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 26DE.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



J. MCQUEEN
ABSTRACT No. 426

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-181 TBLS FIRM No. 10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
MARY L. BOST, TRUSTEE OF THE FAMILY TRUST
ESTABLISHED UNDER THE WILL OF ROBERT H. BOST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	26DE	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- ⌐/└ LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	N 21°20'30" W	73.96'
L2	S 21°28'45" E	22.48'
L3	N 68°52'30" E	10.16'
L4	N 71°20' E	339.60'
(L4)	N 71°18'50" E	159.15'
L5	N 68°52'30" E	150.00'
L6	S 21°07'30" E	40.00'
L7	S 68°52'30" W	150.00'
L8	N 21°07'30" W	40.00'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,568.00'	400.26'	S 61°33'45" W	399.17'	14°37'30"
C2	838.65'	98.01'	N 65°07'30" E	175.27'	6°41'45"
C3	1,568.00'	101.80'	N 52°23'30" E	101.79'	3°43'15"

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

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 289
2. TEXAS POWER & LIGHT COMPANY, VOL. 307, PG. 194
3. JONAH WATER SUPPLY CORP., VOL. 563, PG. 666

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

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

12-15-16

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

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-161 TBLS FIRM No. 10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
MARY L. BOST, TRUSTEE OF THE FAMILY TRUST ESTABLISHED UNDER THE WILL OF ROBERT H. BOST

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	26DE	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

Commissioners Court - Regular Session **39.**

Meeting Date: 02/12/2019

CR 176 Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with HM CR 176-2243, LP for right of way needed on the CR 176 project (Parcel 1). Funding Source: Road Bonds P241

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 176 Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/07/2019 10:45 AM
Form Started By: Charlie Crossfield		Started On: 02/07/2019 08:43 AM
Final Approval Date: 02/07/2019		

REAL ESTATE CONTRACT
CR 176 Right of Way—Parcel 1

THIS REAL ESTATE CONTRACT ("Contract") is made by HM CR 176-2243, LP, a Texas limited partnership (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 0.054 acre (2,348 Sq. Ft.) tract of land in John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein;

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements 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 SEVENTY-SIX and 00/100 Dollars ($6,576.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

(2) Seller has not received any notice indicating Seller is not currently in compliance with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation and Purchaser accepts same "AS IS, WHERE IS, AND WITH ALL FAULTS".

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before February 22, 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 special warranty deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

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

(b) All matters of record in Williamson County, Texas or apparent on the Property to the extent still valid and existing.

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

(2) Assist Purchaser (at no expense to Seller) with any requirements to cause Title Company to 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 such exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the Purchase Price in cash.

Prorations

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

Closing Costs

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

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

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

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

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

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Intentionally Deleted

8.08. Intentionally Deleted.

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

HM CR 176-2243, LP,
a Texas limited partnership

By: Hanna Magee GP #1, Inc.,
A Texas corporation, General Partner

By: _____
Jay A. Hanna, Vice President

Date: 2·6·19

Address: 1011 N. Lamar Blvd.
Austin, Texas 78703

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

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

EXHIBIT "A"

PAPE-DAWSON ENGINEERS

FIELD NOTES

FOR

A 0.054 ACRE, OR 2,348 SQUARE FOOT TRACT OF LAND, BEING OUT OF A CALLED 40.80 ACRE TRACT, DESCRIBED IN CONVEYANCE TO HM CR 176-2243 IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2018012540 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS. SAID 0.054 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at a ½" iron rod found, on the south right-of-way line of F.M Highway 2243, an 80-foot right-of-way, the northeast corner of said called 40.80 acre tract, same being the northwest corner of a called 1.182 acre tract conveyed to Williamson County, recorded in Document No. 2018000880 of the Official Public Records of Williamson County, Texas;

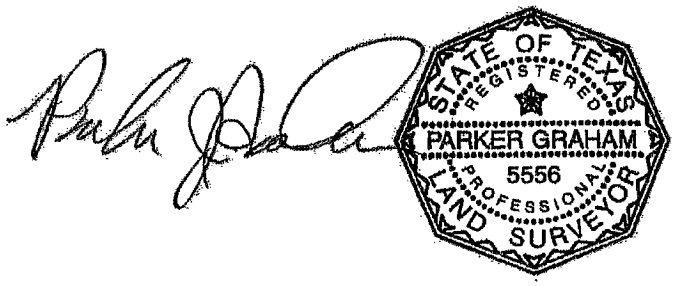
THENCE S 21°06'59" E, with east line of said 40.80 acre tract, same being the west line of said called 1.182 acre tract, a distance of **173.66 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, (Grid Coordinates determined as N=10189497.20, E=3101909.57), Station 102+26.99, 75.00 feet right, for the **POINT OF BEGINNING** hereof;

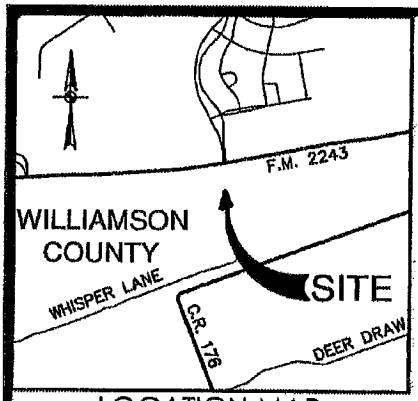
THENCE S 21°06'59" E, continuing with the east line of said called 40.80 acre tract, same being the west line of said called 1.182 acre tract, a distance of **102.61 feet** to a 3/8" iron rod found for the northeast corner of a Remnant Portion of a called 1.593 acre tract conveyed to MMA Ranch Limited Partnership, recorded in Document No. 2011065655 of the Official Public Records of Williamson County, Texas, same being the southeast corner of said called 40.80 acre tract hereof;

THENCE S 69°02'10" W, departing the west line of said 1.182 acre tract, with the north line of said Remnant Portion, same being the south line of called 40.80 acre tract, a distance of **48.21 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for the northeast corner of a called 49.556 acre tract conveyed to HM CR 176-2243, recorded in Document No. 2018023178 of the Official Public Records of Williamson County, Texas, same being the northwest corner of said Remnant Portion, for a point of non-tangent curvature hereof;

THENCE through the interior of said 40.80 acre tract, along the arc of a curve to the left having a radius of **965.00 feet**, a central angle of **06°43'43"**, a chord bearing and distance of **N 04°04'35" E, 113.26 feet**, an arc length of **113.33 feet** to the **POINT OF BEGINNING** and containing 0.054 acres in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 59006-16.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 31, 2018
JOB No.: 59006-16
DOC.ID.: H:\survey\SURVEY16\16-59006\Exhibits\Word\FM 2243 LTD-0.054Acre.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01





LOCATION MAP

NOT-TO-SCALE

LEGEND:

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

NOTES:

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

1 inch = 100'

100' 0' 50' 100'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°06'59"E	102.61'
L2	S69°02'02"W	48.21'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	965.00'	6°43'43"	N04°04'35"E	113.26'	113.33'

STATE OF TEXAS
REGISTERED
PARKER GRAHAM
5556
PROFESSIONAL
LAND SURVEYOR

F.M. HWY. 2243
(80' R.O.W.)

P.O.C.

FD. ½" I.R.

S21°06'59"E ~ 173.66'

100+00

PC: 100+26.00

101+00

APPROXIMATE LOCATION OF ORIGINAL SURVEY (NOT FIELD LOCATED)

102+00

103+00

104+00

JOHN T. CHURCH SURVEY
ABSTRACT NO. 140

OWNER: HM CR 176-2243
A CALLED 40.80 ACRE
TRACT
DOC. NO. 2018012540 (O.P.R.)

P.O.B.
GRID COORDINATES
N=10189497.20
E=3101909.57
STA. 102+26.99
75.00 RT.

0.054 ACRE
(2,348 SQUARE FEET)

C1

L1

L2

1

FD. 3/8" I.R.

STA. 103+25.37
32.18 RT.

STA. 103+49.13
75.00 RT.

OWNER: HM CR
176-2243
A CALLED 49.556
ACRE TRACT
DOC. NO. 2018023178
(O.P.R.)

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

OWNER: WILLIAMSON
COUNTY A CALLED
1.182 ACRE TRACT
DOC. NO.
2018000880
(O.P.R.)

KEY WEST
IRRIGATION
COMPANY SURVEY
ABSTRACT NO. 711

OWNER: MMA RANCH
LIMITED PARTNERSHIP
A CALLED 1.593 ACRE TRACT
DOC. NO. 2011065655 (O.P.R.)

EXHIBIT
OF

A 0.054 ACRE, OR 2,348 SQUARE FOOT TRACT OF LAND, BEING OUT OF A CALLED 40.80 ACRE TRACT, DESCRIBED IN CONVEYANCE TO HM CR 176-2243 IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2018012540 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG. 3, STE. 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

AUGUST 31, 2018

JOB No.: 59006-16

SHEET 1 OF 1

Date: Aug 31, 2018, 3:43pm User ID: blawson
File: I:\survey\SURVEY\16-59006\Exhibits\1-FM 2243 LTD.dwg

Parcel 1

Exhibit B

SPECIAL WARRANTY DEED
CR 176 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That HM CR 176-2243, LP, a Texas limited partnership, 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, has this day Sold and by these presents does Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.054 acre (2,348 Sq. Ft.) tract of land in John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; and

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

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

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 201__.

[signature page follows]

GRANTOR:

HM CR 176-2243, LP,
a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

By:_____
Blake J. Magee, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of February, 2019 by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of HM CR 176-2243, LP, on behalf of said limited partnership and corporation.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **40.**

Meeting Date: 02/12/2019

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 County Facilities.

g) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.

h) Discuss the acquisition of real property for CR 314.

i) Discuss the acquisition of real property for Seward Junction SE and SW Loop.

j) Discuss the acquisition of real property for SH 29 @ DB Wood.

k) Discuss the acquisition of real property for Hairy Man Rd.

l) Discuss the acquisition of real property for SW Bypass.

m) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

n) Discuss the acquisition of real property for CR 111.

o) Discuss the acquisition of real property for Corridor H

p) Discuss the acquisition of drainage easements on the Forest North Drainage Project.

q) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.

r) Discuss the acquisition of right-of-way for Corridor C.

s) Discuss the acquisition of right-of-way for Corridor F.

t) Discuss the acquisition of right-of-way for Corridor D.

u) Discuss the acquisition of right-of-way for Southeast Corridor.

v) Discuss the acquisition of right-of-way for Reagan extension.

w) Discuss the acquisition of right-of-way for Chandler Rd.

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 possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility

d) Potential governmental uses for 8th Street downtown parking lot

e) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

f) Discuss property usage at Longhorn Junction

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/07/2019 10:49 AM
Form Started By: Charlie Crossfield		Started On: 02/07/2019 08:45 AM
Final Approval Date: 02/07/2019		

Commissioners Court - Regular Session **41.**

Meeting Date: 02/12/2019

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) Wolf Lakes
c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
d) Project Deliver
e) Project Advantage

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/07/2019 10:49 AM
Form Started By: Charlie Crossfield		Started On: 02/07/2019 08:45 AM
Final Approval Date: 02/07/2019		