NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
March 19, 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 – 38)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005700	Vehicles > $5,000	$104,144.00
From	0200-0210-005711	Heavy Equipment > $5,000	$229,856.00
To	0200-0210-000777	Transfer to Capital Projects	$334,000.00

6. Discuss, consider, and take appropriate action on a line item transfer for the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$585.00
To	0100.0475.004999	Miscellaneous	$585.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$12,620.96
To	0100-0509-001100	Facilities/Full time Salary	$10,372.25
To	0100-0509-002010	Facilities/FICA	$793.48
To	0100-0509-002020	Facilities/Retirement	$1,455.23

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0497.004300	Courier Service	883.00
To	0100.0497.003006	Office Equipment < $5,000.00	883.00

9. Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Precinct 4.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0454.003100	Office Supplies	$3000.00
To	0100.0454.003005	Office Furniture	$2000.00
To	0100.0454.004141	Interpreters	$1000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$244.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	$244.00

12. Discuss, consider, and take appropriate action on approving the lease between Pitney Bowes and Williamson County for a Mail Machine pursuant to BuyBoard Contract #576-18 and authorizing the execution of the agreement.

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

14. Discuss, consider and take appropriate action on authorizing the donation of various county assets to the Granger VFD including two (2) legal file cabinets of de minimis value, pursuant to Tx. Local Gov't Code 263.152.

15. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including nine (9) laptops, three (3) desktops, one (1) 2015 Hoovercraft, one (1) 2015 Hoovercraft trailer, one (1) 2006 Chevrolet Impala, one (1) 2001 Caterpillar Motorgrader, and one (1) 2002 Caterpillar 953C Track Loader, pursuant to Tx. Local Gov't Code 263.152.

16. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through destruction due to Public Health & Safety, including one (1) pair of Point Blank Body Armor and four (4) pairs ABA Body Armor, pursuant to Tx. Local Gov't Code 263.152.

17. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through transfer including one (1) desktop and two (2) tablets, pursuant to Tx. Local Gov't Code 263.152.

18. Discuss, consider, and take appropriate action on the Brushy Creek Marlins Swim Meet Parking Plan and Instructions for Sendero Springs Pool located adjacent to Sendero Springs Drive, Round Rock, Texas, for the 2019 Swim Season.

19. To note in the minutes the Texas Association of Counties' County Investment Academy continuing education hours completion for the County Clerk.

20. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Professional Services Engineer for CR 258 from US HWY 183 to Sunset Ridge under RFQ #1903-301.

21. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Comprehensive Quality Assurance Program under RFP #1903-302.

22. Discuss, consider and take appropriate action on assignment and acceptance of a Conservation Easement to hold in trust for Williamson County Conservation Foundation.

23. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with St. Margaret Mary Catholic Church (1101 W. New Hope Dr.)

24. Discuss, consider and take appropriate action on accepting a donation to the Williamson County Sheriff's Office K-9 Unit from the Round Rock New Neighbors in the amount of $100.00.

25. Discuss, consider and take action on approving the Investment Reports for the Quarter ending September 30, 2018 which was approved by the Investment Committee on October 22, 2018 and the Annual Investment Committee Education Report.

26. Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for September 2018 pursuant to Texas Local Government Code §114.026.

27. Discuss, consider and take action on approving the Williamson County Investment Policy, which was approved by the Investment Committee on January 28, 2019 (with no revisions from the prior year).

28. Discuss, consider and take appropriate action on approving property tax collections for the month of February 2019 for the Williamson County Tax Assessor/Collector.

29. Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 for the month of February 2019 for the Williamson County Tax Assessor/Collector.

30. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 29 and the County of Williamson, Texas.

31. Discuss, consider, and take appropriate action to receive and approve MOU agreements between ESD #1, #2, #5, and Williamson County pertaining to the fire code, inspections, investigations, and related matters to support operations of the Williamson County Fire Marshal's Office. MOU form previously approved on 12/18/18, agenda #60.

32. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire December 31, 2019 under Williamson County Contract for Architectural and Engineering Services between MWM Design Group and Williamson County dated January 30, 2019 for Precinct Four Hutto Office Finish Out.

33. Discuss, consider and take appropriate action on approval of the final plat for the Siena Section 29 subdivision – Precinct 4.

34. Discuss, consider and take appropriate action on approval of the amended plat of Lots 80, 81, 82, 87, 88, 89, 92 and 93, Block C, Terra Del Sol at Santa Rita Ranch West, Phase 1, Section 1 subdivision – Precinct 2.

35. Discuss, consider and take appropriate action on approval of the final plat for the Three Angels subdivision – Precinct 3.

36. Discuss, consider and take appropriate action on approval of the preliminary plat for the Enclave at Jarrell subdivision – Precinct 3.

37. Discuss, consider and take appropriate action on approval of the preliminary plat for the Bukowsky subdivision – Precinct 3.

38. Discuss, consider and take appropriate action on approval of the final plat for the Mesa Vista Ranch Phase 1 subdivision – Precinct 2.

REGULAR AGENDA

39. Discuss, consider, and take appropriate action on proclaming March 19, 2019 as Agriculture Day in Williamson County.

40. 10:00 AM Conduct public hearing relating to a request from various departments to increase the budgeted salary amount for position noted in the attached list and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment. These increases will be funded using excess salary funds in the current approved budget.

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

42. Discuss, consider, and take appropriate action on a resolution recommitting the Williamson County Commissioners Court to upholding the spirit of the Open Meetings Act.

43. Discuss, consider, and take appropriate action on a resolution expressing Williamson County Commissioners Court's opposition to unfunded mandates from state government and encourage the county's legislative delegation to not only lead the fight against these mandates but to also support a state constitutional amendment that expressly prohibits unfunded mandates.

44. Hear update and presentation on Emergency Observation Unit (EOU), contracted psychiatric beds at Georgetown Behavioral Health Institute and resources provided by Local Mental Health Authority, Bluebonnet Trails Community Services.

45. Discuss, consider and take appropriate action regarding the 2019 Red Poppy Special Event Vehicle Usage Agreement and authorize the County Judge to sign all related documentation.

46. Discuss, consider and take appropriate action to grant an exemption for the expenditures for work performed by day laborers, pursuant to Local Government Code Section 262.024.(a)(5), which provides that a contract for work performed and paid for by the day is exempt from the solicitation requirement under 262.023, at the discretion of the Commissioners Court. Day laborers will be used for events at the Expo Center, through the Parks Department.

47. Discuss, consider, and take appropriate action regarding agreement with Charter Communications Operating, LLC d/b/a Spectrum for fiber internet services at 321 Ed Schmidt Blvd, Suite 200 (Commissioner Pct 4 office).

48. Discuss, consider, and take appropriate action on approving the change order to the Service Contract between Motorola and Williamson County, originally approved in court on April 24, 2018, pursuant to HGAC Contract #RA05-15 and authorize the purchase.

49. Discuss, consider and take appropriate action regarding an Interlocal Agreement between Williamson County and Williamson County Emergency Services District #3 for the establishment of ambulance and personnel housing at Hutto Fire Station #2.

50. Discuss, consider and take appropriate action regarding an Interlocal Agreement between Williamson County and the City of Cedar park for the establishment of ambulance and personnel housing at Cedar Park Fire Stations.

51. Discuss, consider and take any appropriate action for approval of Access Agreement between Williamson County Sheriff's Office and M2 Pictures to be part of a television program tentatively entitled "Police Woman CSI" including authority for County Judge to sign same.

52. Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to move $150,000 from SO Training Building (P323) to SO Gun Range Ammunition Building (P470).

53. Discuss, consider and take appropriate action on increasing the fund for Jail Kitchen/Plumbing Project (P#411) from FY 2019 Capital Improvement Project available funds.

54. Discuss, consider and take any appropriate action regarding termination notice of contract (dishwashing machine) with Auto-Chlor System LLC upon recommendation of the Williamson County Sheriff's Office, and authorize County judge to sign notice of termination letter.

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

56. Discuss, consider and take appropriate action on Work Authorization No 9 in the amount of $100,000.00 to expire June 30, 2020 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated February 9, 2015 for Design Survey Services & ROW Delineation Within Live Oak & South San Gabriel Ranches Subdivisions.

57. Discuss, consider, and take appropriate action on authorizing the extension of Cast in Place Concrete contract #1802-216 for the same pricing, terms and conditions as the existing contract, for the term of April 7, 2019 - April 6, 2020, with RHB Construction.

58. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Balcones Geotechnical LLC and Williamson County dated January 8, 2019 for Geotechnical Engineering Services - Inner Loop Carport & Justice Center Server Room.

59. Discuss consider and take appropriate actions regarding proposed changes to the Williamson County Conceptual Corridor Plan.

60. Receive and acknowledge the March 2019 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

61. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edward's Aquifer Protection Program associated with CR 176 at RM 2243, a Road Bond Project in Commissioner Pct. 3.

62. Discuss, consider, and take appropriate action regarding Change Order No. 2 (Austin Traffic Signal) in the amount of $31,300.00 for Neenah Avenue at Pearson Ranch Road Traffic Signal, a Road Bond project in Commissioner Pct. 1.
Project: P221 Funding: Road Bond

63. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $125,000 from 2013 Road Non-Departmental (P290) to Ronald Reagan at Santa Rita Ranch (P328) of $25,000 and San Gabriel Ranch Road Bridge (P439) of $100,000.

64. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharges associated with the Construction Activity under TPDES General Permit (TXR150000) for CR 110 Middle, a Road Bond project in Commissioner Pct. 4.
Project: P261 Funding Source: Road Bond

65. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharges associated with the Construction Activity under TPDES General Permit (TXR150000) for Seward Junction Improvements, a Road Bond project for Commissioners Pct. 2.
Project: P271 and P274 Funding Source: Road Bond

66. Discuss, consider and take appropriate action on a Contract for Pond Springs Road Area Drainage Improvements between Williamson County and CP&Y, Inc. relating to the 2013 Road Bond Program. Project: P309. Funding Source: Road Bonds.

67. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $160,000 from North Mays Extension (P224) to Forest Creek Drainage Study (P225) of $10,000, Neenah Avenue (P278) of $100,000 and O'Connor Drive (P221) of $50,000. Also, to move $5,000 from Seward Junction (P271) to CR 258 Phase I (P256). Also, to move $1,195,000 from SH 29 Bypass/Inner Loop (P243) to Inner Loop Left Turn Lane (P226) of $300,000, Ronald Reagan Blvd at IH 35 (P231) of $250,000, Inner Loop Safety Improvements (P251) of $50,000, Arterial H Extension (P276) of $575,000 and SH 29 at Cedar Hollow (P291) of $20,000. Also, to move $425,000 from 2013 Road Bond Non-Departmental (P290) to Kenney Fort Blvd Phase 1 (P228) and to move $200,000 from CR 119 (P214) to CR 110 South (P260).

68. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Allocation per Mike Weaver, Road Bond Manager, to move $15,000,000 from 2013 Road Bond Non-Departmental (P290) to CR 258 Extension (P277) of $1,500,000, Ronald Reagan Blvd SH 29 to FM 3405 (P336) of $1,000,000, Ronald Reagan/Parmer Ln Express Lane Study (P335) of $1,000,000, Corridor C/SH 29 Bypass (P459) of $8,500,000 and RM 2243 Re-Alignment (P326) of $4,000,000. Also, to move $1,500,000 from SH 29 Bypass/Inner Loop (P243) to Corridor C/SH 29 Bypass (P459).

69. Discuss, consider and take appropriate action on a real estate contract with Chris and Sandra Smith for right of way needed on the Hairy Man Rd. project (Parcel S5). Funding: Road Bonds P284

70. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Stanley Convergent Security Solutions, Inc. per the terms of BuyBoard Contract #493-15 to provide additional access controls solutions related to the Georgetown Annex Project in the amended amount of $96,305.10 and authorizing execution of the agreement.

71. Discuss, consider and take appropriate action on accepting a Quitclaim Deed conveying Williamson County any interest held by the City of Georgetown in a portion of existing right-of-way at Williamson County's property located at 7th Street and Pine Street as consideration for Williamson County grant of a twelve (12) foot sidewalk easement pursuant to a Sidewalk Maintenance And Access Easement; and authorize the County Judge to execute all instruments necessary for the grant of such easement.

72. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Quality Carpets & Floors to provide Carpet Install for the Cedar Park Annex in the amount of $4,273.00 and authorizing execution of the agreement.

EXECUTIVE SESSION

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

73. 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 aquisition 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.
x) Discuss the acquisition of property near the County landfill.
y) Discuss the acquisition of property adjacent to River Ranch Park.
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 possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
c) Potential governmental uses for 8th Street downtown parking lot
d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
e) Discuss property usage at Longhorn Junction
f) Discuss sale of excess 183A right of way to abutting property owner.
g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
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

74. 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
f) Project Cedar
g) Project Expansion

75. 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
y) Case No. 1:19-cv-00200-APM; Mahal Netis v. Sunwest Mortgage Company et. al; In the United States District Court for the District of Columbia.

76. 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).

REGULAR AGENDA (continued)

77. Discuss and take appropriate action concerning economic development.

78. Discuss and take appropriate action concerning real estate.

79. 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.
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h) Berry Springs Park and Preserve pipeline
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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.
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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.
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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
y) Case No. 1:19-cv-00200-APM; Mahal Netis v. Sunwest Mortgage Company et. al; In the United States District Court for the District of Columbia.

80. 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.

81. 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 15th day of March, 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: 03/19/2019

Discuss consider and take appropriate action on a line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to ensure that the design phases for roadway restoration projects in three subdivisions are completed in time for construction to begin in FY20.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005700	Vehicles > $5,000	$104,144.00
From	0200-0210-005711	Heavy Equipment > $5,000	$229,856.00
To	0200-0210-000777	Transfer to Capital Projects	$334,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2019 08:27 AM
Budget Office	Ashlie Koenig	03/13/2019 03:35 PM
Form Started By: Kelly Murphy		Started On: 03/05/2019 10:31 AM
Final Approval Date: 03/13/2019		

Commissioners Court - Regular Session **6.**

Meeting Date: 03/19/2019

Line Item Transfer

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the County Attorney's Office.

Background

Legislative Supplement transferred to pay for Cross Check training expenses.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$585.00
To	0100.0475.004999	Miscellaneous	$585.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2019 01:08 PM
Budget Office	Ashlie Koenig	03/06/2019 04:20 PM
Form Started By: Stephanie Lloyd		Started On: 03/06/2019 08:02 AM
Final Approval Date: 03/06/2019		

Commissioners Court - Regular Session **7.**

Meeting Date: 03/19/2019

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 the Facilities Department.

Background

On the 3/5/19 agenda, the Commissioners Court approved item #36, conversion of PCN 0245 (Facilities Director Position), to a new position (Senior Director of Facilities and Management Planning). This transfer is prorated and will cover the compensation increase for the remainder of FY '19.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$12,620.96
To	0100-0509-001100	Facilities/Full time Salary	$10,372.25
To	0100-0509-002010	Facilities/FICA	$793.48
To	0100-0509-002020	Facilities/Retirement	$1,455.23

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/08/2019 09:39 AM
Form Started By: Ashlie Koenig		Started On: 03/08/2019 09:27 AM
Final Approval Date: 03/08/2019		

Commissioners Court - Regular Session **8.**

Meeting Date: 03/19/2019

Line Item transfer for County Treasurer

Submitted For: David Heselmeyer **Submitted By:** David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

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

Background

With the relocation of JP#3 to the new building a safe is needing to be purchased. This transfer is being requested to cover cost.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0497.004300	Courier Service	883.00
To	0100.0497.003006	Office Equipment < $5,000.00	883.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/11/2019 11:35 AM
Budget Office	Ashlie Koenig	03/11/2019 12:03 PM
Form Started By: David Heselmeyer		Started On: 03/11/2019 11:21 AM
Final Approval Date: 03/11/2019		

Commissioners Court - Regular Session **9.**

Meeting Date: 03/19/2019

Line Item Transfers

Submitted For: Stacy Hackenberg **Submitted By:** Jessica Tiedt, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Precinct 4.

Background

Furniture budget is short for needed improvements to the precinct 4 annex. Interpreters budget is short as we are increasing our use of the Language Line and translating documents to Spanish.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0454.003100	Office Supplies	$3000.00
To	0100.0454.003005	Office Furniture	$2000.00
To	0100.0454.004141	Interpreters	$1000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/13/2019 08:24 AM
Budget Office	Ashlie Koenig	03/13/2019 09:27 AM
J.P. Pct. #4 (Originator)	Jessica Tiedt	03/13/2019 10:22 AM
County Judge Exec Asst.	Andrea Schiele	03/13/2019 10:24 AM
Budget Office	Ashlie Koenig	03/13/2019 03:35 PM
Budget Office	Ashlie Koenig	03/13/2019 03:35 PM

Form Started By: Jessica Tiedt Started On: 03/12/2019 02:18 PM

Final Approval Date: 03/13/2019

Commissioners Court - Regular Session **10.**

Meeting Date: 03/19/2019

NACo Prescription Discount Card Revenue Sharing BA 3-19-19

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

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

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$244.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/11/2019 03:02 PM
Form Started By: Melanie Denny		Started On: 03/11/2019 02:11 PM
Final Approval Date: 03/11/2019		

Commissioners Court - Regular Session **11.**

Meeting Date: 03/19/2019

NACo Prescription Discount Card Revenue Sharing BA 3-19-19

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

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

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	$244.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/11/2019 03:08 PM
Form Started By: Melanie Denny		Started On: 03/11/2019 02:12 PM
Final Approval Date: 03/11/2019		

Commissioners Court - Regular Session **12.**

Meeting Date: 03/19/2019

Authorize Lease of Pitney Bowes Mail Machine 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 the lease between Pitney Bowes and Williamson County for a Mail Machine pursuant to BuyBoard Contract #576-18 and authorizing the execution of the agreement.

Background

This will be located at the GT Annex. The Term of the lease is 60 months with $381.99 due monthly. Rachel Arnold is the point of contact for this transaction. This expenditure will be charged to 01.0100.0453.004212 Funding was approved in the FY2019 budget

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lease for Pitney Bowes Mail machine vendor signed

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/14/2019 08:56 AM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:27 AM
Form Started By: Johnny Grimaldo		Started On: 03/14/2019 08:38 AM
Final Approval Date: 03/14/2019		

pitney bowes

State and Local Fair Market Value Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)
JUDICIARY COURTS OF THE STATE OF TEXAS			7460009784
Sold-To: Address			
100 Wilco Way, GEORGETOWN, TX, 78626, US			
Sold-To: Contact Name	**Sold-To: Contact Phone #**	**Sold-To: Account #**	
Rachel Arnold	(512) 943-3370	0016661453	
Bill-To: Address			
100 Wilco Way, GEORGETOWN, TX, 78626, US			
Bill-To: Contact Name	**Bill-To: Contact Phone #**	**Bill-To: Account #**	**Bill-To: Email**
Rachel Arnold	(512) 943-3370	0016661453	rarnold@wilco.org
Ship-To: Address			
100 Wilco Way, GEORGETOWN, TX, 78626, US			
Ship-To: Contact Name	**Ship-To: Contact Phone #**	**Ship-To: Account #**	
Rachel Arnold	(479) 494-0100	0016661453	
PO #			

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWW	10 lb Interfaced Weighing (unit)
1	4W00	Connect+ /SendPro P Series Meter
1	APA1	50 Dept Analytics
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P1500 Series Bundle (145/70 Lpm)
1	F9PG	F9PG-PowerGuard Service Package
1	M9SS	Mailstream Intellilink Services
1	MSD2	15" Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	NV10	INVIEW TMR Web Acct Bundle Single only

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See Pitney Bowes Terms for additional terms and conditions

1	NV90	NV90 - INVIEW Subscription
1	NVAA	NVAA - Professional Services - Level 1
1	NVBA	NVBA - Deployment Services - Level 1
1	NVWE	Inview Dashboard Set up & Training
1	SJM5	SoftGuard for SendPro P1500
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	$ 381.99	$ 1,145.97

*Does not include any applicable sales, use, or property taxes which will be billed separately.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at http://www.pb.com/states and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

576-18BuyBoard
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Roger L Darche
Print Name

CFO Mgr
Title

3/21/19
Date

Sales Information

Lonnie Kennedy II — Account Rep Name

lonnie.kennedy@pb.com — Email Address

PBGFS Acceptance

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See Pitney Bowes Terms for additional terms and conditions

Commissioners Court - Regular Session **13.**

Meeting Date: 03/19/2019

Compensation Items

Submitted For: Rebecca Clemons **Submitted By:** Sharon Graham, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

03.19_Merit Details

03.19_Merit LIT

03.19_Merit Budget

Position Changes

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:09 AM
Form Started By: Sharon Graham		Started On: 03/14/2019 09:12 AM
Final Approval Date: 03/14/2019		

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
Juvenile Services	Juv Prob Ofcr 2.1153.001100.	05475	$49,374.64	$987.51	2.00	$50,362.15	MERIT	3/22/2019
Juvenile Services	Security Specialist Juv.1178.001100.	11400	$53,925.23	$1,078.49	2.00	$55,003.73	MERIT	3/22/2019
Information Systems	Analyst I.1810.001100.Y	14537	$61,795.50	$1,236.04	2.00	$63,031.54	MERIT	3/22/2019
Emergency Medical Services	EMS Paramedic.1830.001100.	14542	$35,841.79	$716.83	2.00	$36,558.62	MERIT	3/22/2019
Emergency Medical Services	EMS Paramedic.1833.001100.	14540	$35,841.79	$716.83	2.00	$36,558.62	MERIT	3/22/2019
Emergency Medical Services	EMS Paramedic.1829.001100.	14549	$35,841.79	$716.83	2.00	$36,558.62	MERIT	3/22/2019
Emergency Medical Services	EMS Paramedic.1832.001100.	14543	$35,841.79	$716.83	2.00	$36,558.62	MERIT	3/22/2019
Emergency Medical Services	EMS Paramedic.0844.001100.	13649	$35,841.79	$716.83	2.00	$36,558.62	MERIT	3/22/2019
Emergency Medical Services	EMS Paramedic.1831.001100.	14544	$35,841.79	$716.83	2.00	$36,558.62	MERIT	3/22/2019

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0540	001100	4,300.98	
01	0100	0540	002010	329.02	
01	0100	0540	002020	603.43	
01	0100	8004	001130		4,300.98
01	0100	8004	002010		329.02
01	0100	8004	002020		603.43
01	0100	0576	001100	2,066.00	
01	0100	0576	001130		2,066.00
01	0100	0503	001100	1,050.63	
01	0100	0503	001130		1,050.63

Organization	Position	Current Annual Sal	PCN	Budget Amount	Merit	Budget Adjustment
Juvenile Services	Juv Prob Ofcr 2.1153.001100.	49374.6377	1153	49374.64	987.5079	$ 50,362.15
Juvenile Services	Security Specialist Juv.1178.001100.	53925.23378	1178	53925.23	1078.494	$ 55,003.72
Information Systems	Analyst I.1810.001100.SPLIT.85	61795.5	1810	52525.75	1050.634	$ 53,576.81
911 Addressing (582)	Analyst I.1810.001100.SPLIT.15	61795.5	1810	9270.1	185.406	$ 9,454.73
Emergency Medical Services	EMS Paramedic.1830.001100.	35841.7904	1830	35841.79	716.8304	$ 36,558.62
Emergency Medical Services	EMS Paramedic.1833.001100.	35841.7904	1833	35841.79	716.8304	$ 36,558.62
Emergency Medical Services	EMS Paramedic.1829.001100.	35841.7904	1839	35841.79	716.8304	$ 36,558.62
Emergency Medical Services	EMS Paramedic.1832.001100.	35841.7904	1832	35841.79	716.8304	$ 36,558.62
Emergency Medical Services	EMS Paramedic.0844.001100.	35841.7904	844	35841.79	716.8304	$ 36,558.62
Emergency Medical Services	EMS Paramedic.1831.001100.	35841.7904	1831	35841.79	716.8304	$ 36,558.62

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date	*Amount may vary slightly due to Oracle rounding
0581: 911 Communications	1894	14849	$35,841.79	$37.650.97	$37.650.97	no change	N/A	N/A	Title, Grade change: Telecom Ofcr Trainee (B.20) to Telecom Ofcr I (B.21); Title/Grade Change Only: Career Ladder Progression	3/22/2019	
0581: 911 Communications	1890	14845	$35,841.79	$37.650.97	$37.650.97	no change	N/A	N/A	Title, Grade change: Telecom Ofcr Trainee (B.20) to Telecom Ofcr I (B.21); Title/Grade Change Only: Career Ladder Progression	3/22/2019	
0581: 911 Communications	1891	14846	$35,841.79	$37.650.97	$37.650.97	no change	N/A	N/A	Title, Grade change: Telecom Ofcr Trainee (B.20) to Telecom Ofcr I (B.21); Title/Grade Change Only: Career Ladder Progression	3/22/2019	
0581: 911 Communications	1972	14847	$35,841.79	$37.650.97	$37.650.97	no change	N/A	N/A	Title, Grade change: Telecom Ofcr Trainee (B.20) to Telecom Ofcr I (B.21); Title/Grade Change Only: Career Ladder Progression	3/22/2019	
0581: 911 Communications	0126	14597	$37,651.18	$39,554.05	$39,554.05	no change	N/A	N/A	Title, Grade change: Telecom Ofcr I (B.21) to Telecom Ofcr II (B.22); Title/Grade Change Only: Career Ladder Progression	3/22/2019	
0581: 911 Communications	0154	14162	$39,554.05	$41,581.50	$41,581.71	no change	N/A	N/A	Title, Grade change: Telecom Ofcr II (B.22) to Telecom Ofcr III (B.23); Title/Grade Change Only: Career Ladder Progression	3/22/2019	
0581: 911 Communications	0151	14164	$39,554.05	$41,581.50	$41,581.71	no change	N/A	N/A	Title, Grade change: Telecom Ofcr II (B.22) to Telecom Ofcr III (B.23); Title/Grade Change Only: Career Ladder Progression	3/22/2019	
Justice of the Peace 4	1014	4008	$41,218.06	no change	$42,296.80	no change	N/A	N/A	Title Correction only: Civil Court Adm to Criminal Court Administrator	3/22/2019	
Justice of the Peace 4	1017	1909	$52,038.22	no change	$52,038.34	no change	N/A	N/A	Title Correction only: Criminal Court Admin to Court Administrator I	3/22/2019	
0510: Parks	9989	14494	no change	no change	$10,257.09	no change	N/A	N/A	Title Correction: PT Tech (B.12) to PT Parks Maintenance Tech (B.15). Title consistency within the department	3/22/2019	

0510: Parks	9987	12797	no change	no change	$24,183.73	no change	N/A	N/A	Title Correction: PT Tech (B.12) to PT Parks Maintenance Tech (B.15). Title consistency within the department	3/22/2019	
0510: Parks	9948	14942	no change	no change	$11,483.30	no change	N/A	N/A	Title Correction: PT MaintenanceTech (B.12) to PT Parks Maintenance Tech (B.15). Title consistency within the department	3/22/2019	
0510: Parks	9979	12995	no change	no change	$10,564.89	no change	N/A	N/A	Title Correction: PT Tech (B.12) to PT Parks Maintenance Tech (B.15). Title consistency within the department	3/22/2019	
0510: Parks	9978	14347	no change	no change	$10,565.02	no change	N/A	N/A	Title Correction: PT Tech (B.12) to PT Parks Maintenance Tech (B.15). Title consistency within the department	3/22/2019	
0510: Parks	9947	14091	no change	no change	$11,594.94	no change	N/A	N/A	Title Correction: PT MaintenanceTech (B.12) to PT Parks Maintenance Tech (B.15). Title consistency within the department	3/22/2019	
0510: Parks	9977	vacant	no change	no change	$10,257.09	no change	N/A	N/A	Title Correction: PT Tech (B.12) to PT Parks Maintenance Tech (B.15). Title consistency within the department	3/22/2019	
0560: Sheriffs Office	1248	4491	$73,479.22	no change	73479.23	no change	N/A	N/A	Title Correction only: Cr Scene Spec Sr to Crime Scene Supervisor	3/22/2019	

Commissioners Court - Regular Session **14.**

Meeting Date: 03/19/2019

Asset Donation to Granger VFD

Submitted For: Randy Barker **Submitted By:** Lyn Mazey, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the donation of various county assets to the Granger VFD including two (2) legal file cabinets of de minimis value, pursuant to Tx. Local Gov't Code 263.152.

Background

Granger Volunteer Fire Department has made a request for surplus filing cabinets that were scheduled for auction. It is the opinion of the Warehouse staff that these items have little or no resale value. Texas LGC 263.152.(4)(A)(B)(C) allows the court to:

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

Please see attached lists for details. Email communications have been included in the attachment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Donation Granger VFD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/13/2019 10:59 AM
Purchasing (Originator)	Randy Barker	03/13/2019 01:59 PM
Form Started By: Lyn Mazey		Started On: 03/11/2019 09:42 AM
Final Approval Date: 03/13/2019		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	Legal file cabinets			

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Tammy McCulley
Print Name

Tammy McCulley
Signature — February 27, 2019 Date

Contact Person:

Tammy McCulley
Print Name

+1 (512) 943-1455
Phone Number

RECEIVED
MAR - 1 2019
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

TO (Transferee Department/Auction/Trade-In/Donee): Granger VFD

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

James Cervenka
Print Name

James Cervenka Granger VFD
Signature — February 27, 2019 Date

Contact Person:

James Cervenka
Print Name

512-940-4438
Phone Number

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

Forward to County Auditor's Office

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

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

Lisa Moore

From: Tammy McCulley
Sent: Friday, March 01, 2019 8:19 AM
To: Lisa Moore
Cc: Randy Barker
Subject: FW: upright 4 drawer file cabinets -Granger VFD

Here is the email from James Cervenka requesting them for the VFD, if you want to attach it to the ASCF.

From: James Cervenka <JCervenka@wilco.org>
Sent: Friday, February 15, 2019 11:40 AM
To: Tammy McCulley <tmcculley@wilco.org>
Subject: upright 4 drawer file cabinets -Granger VFD

I'm not sure if you can give them away to a VFD but we could use a couple of the upright 4 drawer file cabinets here at the Granger VFD.

Thanks,

James Cervenka

Williamson County EMS
jcervenka@wilco.org

NOTICE OF CONFIDENTIALITY: The information in this communication is confidential and intended only for the exclusive use of the addressee. The copying, distribution, or other use of this communication by the addressee or any other person or entity is prohibited. If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication (electronic or paper). Thanks for your cooperation.

From: Tammy McCulley
Sent: Friday, February 15, 2019 6:49:44 AM
To: All Users
Subject: Office supplies, file cabinets, printer

All will be going to auction soon, so feel free to email me back if you see something you need! It's FREE!! First to claim takes it. Some items we have multiple's of. You may also come by to take a look at the stuff as well. Thanks, Tammy

Commissioners Court - Regular Session **15.**

Meeting Date: 03/19/2019

Asset Auction 3/19/2019

Submitted For: Randy Barker **Submitted By:** Lyn Mazey, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including nine (9) laptops, three (3) desktops, one (1) 2015 Hoovercraft, one (1) 2015 Hoovercraft trailer, one (1) 2006 Chevrolet Impala, one (1) 2001 Caterpillar Motorgrader, and one (1) 2002 Caterpillar 953C Track Loader, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached lists for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Auction Tech&Veh

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/14/2019 08:52 AM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 08:56 AM
Form Started By: Lyn Mazey		Started On: 03/11/2019 09:56 AM
Final Approval Date: 03/14/2019		

FrmAudASCF01 revision 07/2014

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Computer Dell 65785	6X9PDX1 AS 6XPPDX1	4583	Working

Parties involved:

FROM (Transferor Department): County Court at Law one

Transferor - Elected Official/Department Head/ Authorized Staff:

Brandy Hallford
Print Name

Brandy Hallford
Signature

Date

Contact Person:

Fernanda Munoz
Print Name

512-943-1200
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED
MAR - 1 2019
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County

Asset Status Change Form

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

- ○ TRANSFER bet ween county departments
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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Vostro Laptop 3500	Service Tag #C07M7L1		Working
1	Dell Vostro Laptop 3500	Service Tag #3Z1VWM1		Working
1	Dell Vostro Laptop 3500	Service Tag #9O7M7L1		Working
1	Dell Latitude Laptop E6520	Service Tag #2Q93LV1		Working
1	Dell Latitude Laptop E6520	Service Tag #82D3LV1		Working

Parties involved: * Auction Proceeds Do NOT Need to Be Returned to WCCHD *

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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Forward to County Auditor's Office

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

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

Room 122 Texas Avenue RR

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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- ○ TRANSFER bet ween county departments
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- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN) Ath.	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Latitude Laptop E6520	Service Tag #7KBSBS1		Working

Parties involved: * AUCTION PROCEEDS DO NOT NEED TO BE RETURNED TO WCCHD *

FROM (Transferor Department): Williamson County and Cities Health District

Transferor - Elected Official/Department Head/ Authorized Staff:

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

Contact Person:

Susan Carranco
Print Name

+1 (512) 943-3600
Phone Number

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

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

Print Name

Signature

Date

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MAR - 5 2019
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Contact Person:

Print Name

Phone Number

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Forward to County Auditor's Office

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

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

Room 122 Texas Avenue RC

FrmAudASCF01 revision 07/2014

Print Form

Williamson County
Asset Status Change Form

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

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
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- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL LAPTOP 120288	7123514654 As s/N 39T5N32	2853	Working

Parties involved:

FROM (Transferor Department): HR

Transferor - Elected Official/Department Head/ Authorized Staff:

Rebecca Clemons
Print Name

Rebecca Clemons 2/28/19
Signature Date

Contact Person:

Print Name

Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 740 49405	9NB1HJ1		Working
1	Dell Optiplex 790 65104	5KKGXV1		Working

Parties involved:

FROM (Transferor Department): Constable Precinct One

Transferor - Elected Official/Department Head/ Authorized Staff:

Vinnie Cherrone
Print Name

Vinnie Cherrone
Signature

March 11, 2019
Date

Contact Person:

Vinnie Cherrone
Print Name

+1 (512) 244-8650
Phone Number

TO (Transferee Department/Auction/Trade-In/Donee): ~~Warehouse~~ Auction

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WILLIAMSON COUNTY, TEXAS

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

Print Name

Signature

Date

Contact Person:

Tony Hill
Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	Dell Latitude Laptops (1-E6530, 1-E6520)	88CB4X1, 3F6F2Q1 65715, 56968	4102,C03058	Working

Parties involved:

FROM (Transferor Department): Purchasing

Transferor - Elected Official/Department Head/ Authorized Staff:

Randy Barker
Print Name

Signature — Date: 3/12/19

Contact Person:

Blake Skiles
Print Name

+1 (512) 943-1478
Phone Number

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

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

Print Name

Signature — Date

Contact Person:

Print Name

Phone Number

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MAR 13 2019
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	USNUS0759TI515
Equipment/Door Number	SV1504
License Plate	TX5546DE
Year	2015
Make	HOVERCRAFT
Model	UD
Comments (mileage, mechanical issues, other info)	vehicle is not utillized by dept. to it's maximun potential
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 11/12/2018 7:44 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 12/13/2018 9:49 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 12/14/2018 10:53 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 12/14/2018 10:56 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 12/18/2018 9:00 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1N9BB1517DT204177
Equipment/Door Number	SF1503
License Plate	318422J
Year	2015
Make	HOVERCRAFT TRAILER
Model	UD
Comments (mileage, mechanical issues, other info)	vehicle is not utillized to it's maximun potential
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 11/12/2018 7:44 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 11/28/2018 1:35 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 11/19/2018 11:27 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 12/13/2018 9:44 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 12/18/2018 8:57 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	ACCIDENT
Department	560 - Sheriffs Office
County VIN/Serial Number	2G1WS551869420454
Equipment/Door Number	SA0632
License Plate	CCX1510
Year	2006
Make	Chevrolet
Model	Impala
Comments (mileage, mechanical issues, other info)	vehicle rear ended, body repairs exceed vehicle value
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 12/18/2018 10:02 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Repairs exceed value
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 12/20/2018 1:43 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 12/21/2018 2:24 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 12/21/2018 3:36 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Lyn Mazey 3/12/2019 9:54 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	6YN00051
Equipment/Door Number	UMG0102
License Plate	N/A
Year	2001
Make	CATERPILLAR
Model	120H Motorgrader
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 11/15/2018 4:40 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 11/16/2018 7:35 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 11/14/2018 11:15 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 2/25/2019 3:11 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Lyn Mazey 3/12/2019 11:29 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	CAT0953CK2ZN04491
Equipment/Door Number	UG0210
License Plate	n/a
Year	2002
Make	Caterpillar
Model	953C Track Loader
Comments (mileage, mechanical issues, other info)	4856 hours
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 11/15/2018 4:43 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 11/16/2018 7:39 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 12/5/2018 3:18 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 2/25/2019 3:07 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Lyn Mazey 3/12/2019 11:28 AM

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session **16.**

Meeting Date: 03/19/2019

Asset Destruction 3/19/2019

Submitted For: Randy Barker **Submitted By:** Lyn Mazey, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through destruction due to Public Health & Safety, including one (1) pair of Point Blank Body Armor and four (4) pairs ABA Body Armor, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached lists for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Destruction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/13/2019 02:00 PM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 08:53 AM
Form Started By: Lyn Mazey		Started On: 03/11/2019 10:20 AM
Final Approval Date: 03/14/2019		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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- ○ DONATION to a non-county entity
- ◉ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	POINT BLANK LEVEL III BODY ARMOR - FRONT PANEL	130002610035 65951		Working
1	POINT BLANK LEVEL III BODY ARMOR - BACK PANEL	130002610025		Working

Parties involved:

FROM (Transferor Department): PCT. 3 CONSTABLE OFFICE

Transferor - Elected Official/Department Head/ Authorized Staff:

THERESA LOCK
Print Name

11/2/2018
Signature Date

Contact Person:

THERESA LOCK
Print Name

943-1436
Phone Number

TO (Transferee Department/Auction/Trade-In/Donee): DESTRUCTION

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

Print Name

Signature Date

Contact Person:

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NOV - 2 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
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- ○ DONATION to a non-county entity
- ◉ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	ABA XT02 III BODY ARMOR - FRONT PANEL	13021746 } 65262		Working
1	ABA XT02 III BODY ARMOR - BACK PANEL	13021747 }		Working
1	ABA XT02 LEVEL III BODY ARMOR - FRONT PANEL	1280072 } 65554		Working
1	ABA XT02 LEVEL III BODY ARMOR - BACK PANEL	1280073 }		

Parties involved:

FROM (Transferor Department): PCT. 3 CONSTABLE OFFICE

Transferor - Elected Official/Department Head/ Authorized Staff:

THERESA LOCK
Print Name

Signature — 11/2/2018 Date

Contact Person:

THERESA LOCK
Print Name

943-1436
Phone Number

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

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

Print Name

Signature — Date

Contact Person:

Print Name

Phone Number

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

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

- ○ TRANSFER bet ween county departments
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- ○ DONATION to a non-county entity
- ◉ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN) A#	County Tag#	Condition of Assets (Working, Non-Working)
1	ABA LEVEL III BODY ARMOR - FRONT PANEL	10177252 54908		Working
1	ABA LEVEL III BODY ARMOR - BACK PANEL	10177253		Working
1	ABA LEVEL III BODY ARMOR - FRONT PANEL	10199452 54983		Working
1	ABA LEVEL III BODY ARMOR - BACK PANEL	10199453		

Parties involved:

FROM (Transferor Department): PCT. 3 CONSTABLE OFFICE

Transferor - Elected Official/Department Head/ Authorized Staff:

THERESA LOCK
Print Name

Signature

11/2/2018
Date

Contact Person:

THERESA LOCK
Print Name

943-1436
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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NOV - 2 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **17.**

Meeting Date: 03/19/2019

Asset Technology Transfer 03/19/2019

Submitted For: Randy Barker **Submitted By:** Lyn Mazey, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through transfer including one (1) desktop and two (2) tablets, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached lists for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer Tech

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/13/2019 04:40 PM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 08:57 AM
Form Started By: Lyn Mazey		Started On: 03/11/2019 03:43 PM
Final Approval Date: 03/14/2019		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A+	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 7460 AIO 215005	Service Tag: HCWSM42		working

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MAR - 1 2019

Parties involved:

FROM (Transferor Department): 425th District Court

Transferor - Elected Official/Department Head/ Authorized Staff:

BETSY F. LAMBETH
Print Name

Signature Date

Contact Person: AUDITOR'S OFFICE WILLIAMSON COUNTY, TEXAS
Print Name

512-943-3380
Phone Number

TO (Transferee Department/Auction/Trade-In/Donee): ITS

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

Tammy McCulley
Print Name

Tammy McCulley 2/28/19
Signature Date

Contact Person:
Tammy McCulley
Print Name

943-1455
Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Microsoft Surface Pro 3 120281	052769650553		Working
1	Microsoft Surface Pro 3 130322	003261252553		Working

Parties involved:

FROM (Transferor Department): Justice of the Peace Pct 3

Transferor - Elected Official/Department Head/ Authorized Staff:

Judge Evelyn McLean
Print Name

Signature Date

Contact Person:

Cherie Vasquez
Print Name

+1 (512) 943-1508
Phone Number

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

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

Jay Schade
Print Name

2/28/19
Signature Date

Contact Person:

Tammy McCully
Print Name

+1 (512) 943-1455
Phone Number

RECEIVED
FEB 20 2019
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **18.**

Meeting Date: 03/19/2019

Brushy Creek Marlins Swim Meet Parking Plan

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 the Brushy Creek Marlins Swim Meet Parking Plan and Instructions for Sendero Springs Pool located adjacent to Sendero Springs Drive, Round Rock, Texas, for the 2019 Swim Season.

Background

This is an annual event. This year, there will be 2 dual meets on 6/1/19 and 6/15/19, and in addition, there will be a tri-meet on 7/6/19. This parking plan is the same as last year, which had no issues. The Williamson County Fire Marshal's Office and the county engineer's office have reviewed this plan and found no problems.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tri-meet parking plan

Dual meet parking plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2019 08:44 AM
Form Started By: Garry Brown		Started On: 03/05/2019 02:32 PM
Final Approval Date: 03/06/2019		

DIVISIONAL MEET PARKING



Restricted Parking Areas and Regulations

Do not park in the following areas:

- Do not diagonal park within 50 feet of an intersection (coned off)*
- Within 5 feet of driveways
- Within 15 feet of a fire hydrant
- Within 20 feet of a crosswalk
- Within 30 feet of a stop sign
- In the turn-around area of a cul-du-sac
- Red zones, including the drop off zone of the pool parking lot
- On grass, including swimming pool and park land
- On the opposite sides of the street where the map reflects parking on one side only
- Other areas designated as off limits in the parking map

*Considered an immediate traffic hazard. As such, a peace officer will be able to exercise his authority to have the vehicle towed without notice to the owner.

DIVISIONAL SHUTTLE SERVICE



TWO TEAM MEET PARKING



Commissioners Court - Regular Session **19.**

Meeting Date: 03/19/2019

County Investment Academy CE Hours for 2018

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

To note in the minutes the Texas Association of Counties' County Investment Academy continuing education hours completion for the County Clerk.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2018 CIO Certificate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 09:11 AM
Form Started By: Nancy Rister		Started On: 03/13/2019 04:48 PM
Final Approval Date: 03/14/2019		

Emmett & Miriam McCoy College of Business Administration

TEXAS ASSOCIATION OF COUNTIES

2018 Certificate of Membership

County Investment Academy

Hon. Nancy E. Rister

Successfully completed investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act. This ongoing commitment to continuing education provides maximum benefit to

Williamson County

Issued by the Texas Association of Counties the thirty-first day of December, 2018

Larry Gallardo

Hon. Larry Gallardo, President

Susan M Redford

Ms. Susan Redford, Executive Director

Commissioners Court - Regular Session **20.**

Meeting Date: 03/19/2019

Authorize Issuance of RFQ 1903-301 Professional Services- Engineer for CR 258 from US HWY 183 to Sunset Ridge

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, 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 proposals for Professional Services Engineer for CR 258 from US HWY 183 to Sunset Ridge under RFQ #1903-301.

Background

Williamson County is seeking qualifications from experienced firms to provide professional Engineering Services as defined in the Request for Qualifications. The point of contact is Bob Daigh and Funding Source: P277; Road Bonds.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1901-301 Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/14/2019 09:13 AM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 09:23 AM
Form Started By: Johnny Grimaldo		Started On: 03/14/2019 09:03 AM
Final Approval Date: 03/14/2019		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION 1903-301

CR 258 from US 183 to Sunset Ridge

STATEMENTS OF QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE: Apr 17, 2019 3:00:00 PM CDT

STATEMENTS OF QUALIFICATIONS WILL BE PUBLICLY OPENED:
Apr 17, 2019 3:00:00 PM CDT

Notice is hereby given that sealed statements of qualifications for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Specifications for this Request for Qualifications may be obtained from www.bidsync.com

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

STATEMENTS OF QUALIFICATIONS MAY BE MAILED OR DELIVERED TO:

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, TX 78626

Williamson County will not accept any Statements of Qualifications received after the submittal deadline, and shall return such Statements of Qualifications unopened to the Respondent. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt. Statements of Qualifications will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Statements of Qualifications shall be opened in a manner that avoids disclosure of the contents to competing Respondents and maintains the confidentiality of the Statements of Qualifications during negotiations. Statements of Qualifications will be open for public inspection after the Contract Award. Respondents are invited

to attend the sealed Statement of Qualifications opening.

If mailed or delivered in person, submit Statement of Qualifications package with the RFQ number, RFQ name, Name and Address of Respondent, and the Date of the RFQ opening marked on the outside of the envelope. Each firm/team should follow the format outlined in the Qualification Section. Failure by the firm/team to submit documentation in the required format may disqualify the firm/team from further consideration. Each firm/team shall submit one (1) signed and dated original (marked original) with six (6) individually bound copies (marked copy) and one (1) electronic copy of the required documentation on a thumb drive. The response should be in separate loose leaf binders or spiral bound on one sided (8 ½ x 11 inch) sized white paper, 12 pitch font, and tab-indexed corresponding to the sections outlined in the Qualifications Section. Include only the information specified for each section. Responses should be limited to ten (10) pages, not including tab-indexed pages. The response must be sealed and clearly identified and marked

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 RFQ 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.

All interested Respondents are invited to submit a Statement of Qualifications in accordance with the Instructions and Requirements, RFQ Format, RFQ Specifications, and Definitions, stated in this RFQ. Respondents are strongly encouraged to carefully read the entire RFQ. Williamson County will NOT be responsible for unmarked or improperly marked envelopes. Facsimile transmittals will NOT be accepted.

Bid 1903-301
CR 258 from US 183 to Sunset Ridge

Bid Number	1903-301
Bid Title	CR 258 from US 183 to Sunset Ridge
Bid Start Date	In Held
Bid End Date	Apr 17, 2019 3:00:00 PM CDT
Question & Answer End Date	Mar 12, 2019 3:00:00 PM CDT
Bid Contact	Johnny Grimaldo Purchasing Specialist III 512-**943**-1553 johnny.grimaldo@wilco.org
Contract Duration	**One Time Purchase**
Contract Renewal	Not Applicable
Prices Good for	**30 days**
Bid Comments	**Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of a proposed two-lane roadway extending CR 258 from US 183 to Sunset Ridge (P277) as identified in the County's long range transportation plan.**

Item Response Form

Item	**1903-301-01-01 - Please attach all documents to this line**
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Please attach all documents to this line

Proposal References

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

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

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

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

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

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

CONFLICT OF INTEREST QUESTIONNAIRE

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.

REQUEST FOR QUALIFICATIONS (RFQ)

PROJECT DESCRIPTION

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of a proposed two-lane roadway extending CR 258 from US 183 to Sunset Ridge (P277) as identified in the County's long range transportation plan. Funding source is 2013 Road Bonds.

TECHNICAL EXPERTISE

Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code.

SCOPE OF SERVICES

Professional services include but are not limited to engineering services to plan, prepare design schematics, survey, identify needed right of way, conduct public involvement, prepare environmental documents, and prepare estimates of probable cost for the project. Respondents should include all services listed up to but not including bidding and construction phase services. Right of way legal assistance and utility coordination will not be required on this contract.

The transportation project included in this solicitation is CR 258 from US 183 to Sunset Ridge. A map is enclosed.

EVALUATION CRITERIA

Each Statement of Qualification (SOQ) received in response to this RFQ will be subject to the same review and assessment process. SOQs will be evaluated based on the technical capability and experience presented in the SOQ.

Please note that the County shall weigh the experience of the individuals proposed to work on this project significantly greater than the experience of the firm as a whole. Below is an estimated outline of how the respondents will be evaluated. Respondent refers to firm submitting SOQ. This is subject to modification based upon the actual proposal criteria.

PASS/FAIL CRITERIA

To be considered for evaluation, all interested firms must have at least one office located within Texas and be registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the state of Texas. A statement indicating this must be included in the transmittal letter.

Evaluation Criteria	Maximum Score Points
Project Manager's Experience/Qualifications with Similar Projects	25
Individuals on Project Team's Experience/Qualifications with all aspects of Roadway Design	15
Individuals on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas	10
Individuals on Project Team's Experience/Qualifications with public involvement	15
Availability of project Manager, Task Leads and Relevant Staff	25
Understanding of Project	20
TOTAL EVALUATION POINTS	110

NOTE: Please ensure your response fully addresses each criterion listed above within your SOQ.

SELECTION PROCESS

Respondents are advised that the evaluation committee members, at their option, may recommend a contract strictly based on the initial SOQs and/or may have interviews with some or all of the respondents to determine the overall most qualified firm for final recommendation. SOQs shall be evaluated and scored by a committee of Williamson County employees using the Evaluation Criteria enclosed.

If interviews are held, during the interview, invited respondents shall address the included interview evaluation criteria listed in the request for qualifications and respond to questions from the evaluation and scoring committee.

COMPENSATION INFORMATION & FEES

The top-ranking respondent for the project, shall then enter into negotiations toward a contract. If negotiations are successful, the selected respondent shall be recommended to the Williamson County Commissioners Court for final contract approval and award. All contract awards are subject to Williamson County Commissioners Court final approval.

STATEMENT OF QUALIFICATIONS FORMAT

The SOQ shall be structured as defined below:

1. Page one: One (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. To address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office, and provide proof of registration with the TBPE as an engineering firm in the state of Texas.
2. Page two: One (1) single sided page organizational chart for the project listing all key task leaders. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to

perform responsibilities represented may result in revocation of the contract. The chart should not be larger than a single 11"x17" page, and will count as one page of the proposal. Resumes shall be provided in Appendix A for all individuals listed on the organizational chart.

3. Page three: One (1) single sided page providing information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued June of 2019.
4. Page four: One (1) single sided page providing information regarding the project manager's and key staff's experience, knowledge, skills and abilities as they relate to roadway projects.
5. Page five: One (1) single sided page providing information regarding your understanding of the project.
6. Appendix A: Provide resumes of project manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on, but the activities performed by the individual on the project. Resumes not providing correct information may be considered non-responsive.** Limit each individual resume to no more than four (4) single sided pages.
7. Appendix B: Debarment and Licensing Certificate – The document is a fillable form that will need to be printed and uploaded as an attachment.
8. Appendix C: Conflict of Interest Questionnaire – Conflict of Interest Questionnaire should be filled out for the respondent.
9. Appendix D: Proposal References Form – References should be for the Project Manager.

NOTE: If filing electronically via BidSync, the "Conflict of Interest Statement" and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.

A Cover Page and Table of Contents are not required. Minimum font size of 12 is permissible for text. Use Calibri or similar font. Font size smaller than font size of 12 is permissible on Page two.

If hard copies are submitted, submit one (1) individually bound original of the respondent's/team's response, and one PDF file of the complete SOQ on USB flash drive.

All non-electronic responses submitted must be submitted in a sealed envelope or box. The Request for Qualifications (RFQ) name, number, and recognition date should be clearly marked on the outside. If an overnight delivery service is used, the RFQ name, number, and recognition date should be clearly marked on the outside of the delivery service envelope. RFQ responses are to be addressed to **Williamson County Purchasing Department, Attn: Johnny Grimaldo, Purchasing Specialist, 512-943-1553. Include the RFQ number and the description of the project.** All SOQs must be received in the Williamson County Purchasing Department located at 100 Wilco Way, Suite P101, Georgetown, Texas, 78626 or electronically through http://www.bidsync.com **no later than 3:00 PM on Wednesday, April 17, 2019.**

TYPE OF CONTRACT

The form of contract that will be used will be the Williamson County Contract for Engineering Services, which is posted on the Williamson County BidSync portal at the following link: http://www.bidsync.com

The only anticipated changes to the Williamson County Contract for Engineering Services will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Williamson County Contract for Engineering Services to

accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Because the signed Williamson County Contract for Engineering Services will be substantively and substantially derived from the Williamson County Contract for Engineering Services posted on the Williamson County's vendor portal, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Williamson County Contract for Engineering Services *before* submitting a response to this RFQ.** Again, the Williamson County Contract for Engineering Services contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid contract shall be grounds for Williamson County to revoke any selection of the respondent and force the recommendation and selection of another respondent.

QUESTIONS CONCERNING THIS RFQ

All questions concerning this RFQ must be input into http://www.bidsync.com. For further assistance, all communications shall be directed to Kerstin Hancock, at khancock@wilco.org. Please reference the RFQ number on the email subject line. Once the RFQ is released, no communications regarding this RFQ are permitted with any County Personnel other than those of Williamson County Purchasing Department.

Questions will be accepted until **3:00 PM on Friday, April 12, 2019** via BidSync.

LATE SUBMISSIONS

Qualifications received after the submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, or other transmitted methods. The qualifications must be time stamp prior to the closing deadline to qualify.

RESPONDENT'S ACCEPTANCE

By submitting a response to this RFQ, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

TEXAS PUBLIC INFORMATION ACT

Williamson County considers all information, documentation and other materials submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

COMMITMENT

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this RFQ. Respondent acknowledges and understands that the Commissioners Court of Williamson County, Texas, reserves the right to refuse to award a contract for any or all services covered in this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals that has been clearly identified as such by the respondents.



Roadway: CR 258 Extension
Limits: From US 183 to Sunset Ridge
Proposed Improvements: Construct a new two lane roadway
Submitted By: Williamson County

Proposed Project
River/Stream
Precinct Boundary
Park
City

0 500 1,000 2,000 Feet

1:12,000
1 inch = 1,000 feet

N W E S

Path: \\AUSW00\Jobs\234275 WilcoGEC\Technical\GIS\MXD\EXHIBIT\2013 Road Bond Committee Maps\P2_CR258_Extension.mxd Date Saved: 4/30/2013

Williamson County, Texas

Bid 1903-301

2013 CANDIDATE ROAD BOND PROJECT - CR 258 EXTENSION

WILLIAMSON COUNTY

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: _____ **("Engineer")**
ADDRESS: _____, _____ _____
PROJECT: _____ **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is _____ **Dollars ($_____)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

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

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

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

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

_____
_____
_____
_____, _____ _____

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County’s sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County’s technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or “Accepted” shall mean that in the County’s reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer’s negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

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

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

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

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

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

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   901 S Austin Ave
   Georgetown, Texas 78626

   With copy to: Prime Strategies, Inc.
   Attn: Michael Weaver
   1508 South Lamar Blvd.
   Austin, Texas 78704

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to:	Prime Strategies, Inc. 1508 South Lamar Blvd. Austin, Texas 78704 Attn: Michael Weaver
and to:	HNTB 101 East Old Settlers Boulevard, Suite 100 Round Rock, TX 78664 Attn: Richard Ridings, P.E.
and to:	Office of General Counsel Williamson County 710 Main Street, Suite 102 Georgetown, Texas 78626

Engineer: _____
_____
_____
_____, _____ _____

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, 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 Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract 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 Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, 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. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20_____

ENGINEER

_____

By_____

Printed Name: _____

Title: _____

Date: _____ ____, 20_____

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of _____,on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT B

ENGINEERING SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Question and Answers for Bid #1903-301 - CR 258 from US 183 to Sunset Ridge

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

Commissioners Court - Regular Session **21.**

Meeting Date: 03/19/2019

Authorize Issuance of RFP 1903-302 Comprehensive Quality Assurance Program

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, 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 proposals for Comprehensive Quality Assurance Program under RFP #1903-302.

Background

Williamson County Emergency Communications is currently seeking proposals for our Comprehensive Quality Assurance Program. This program is a continuation of our existing comprehensive quality assurance program, is currently funded in our budget and is consistent with the Mission Critical report received in 2018. Our goal is to continue to provide excellent service to our citizens as well as responders through our consistent review of our performance. Point of contact is Michelle Porter and funding source is 0100-0581-04100; Professional Services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1901-302 Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/14/2019 09:25 AM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 09:34 AM
Form Started By: Johnny Grimaldo		Started On: 03/14/2019 09:12 AM
Final Approval Date: 03/14/2019		

Solicitation 1903-302

Comprehensive Quality Assurance Program

Bid Designation: Public

Williamson County, Texas

Bid 1903-302
Comprehensive Quality Assurance Program

Bid Number	1903-302
Bid Title	Comprehensive Quality Assurance Program
Bid Start Date	In Held
Bid End Date	Apr 9, 2019 3:00:00 PM CDT
Question & Answer End Date	Apr 5, 2019 3:00:00 PM CDT
Bid Contact	Johnny Grimaldo Purchasing Specialist III 512-**943**-1553 johnny.grimaldo@wilco.org
Contract Duration	**2 years**
Contract Renewal	4 annual renewals
Prices Good for	**Not Applicable**
Bid Comments	**Williamson County is seeking proposals from qualified vendors to provide a Comprehensive Quality Assurance Program for emergency communications.**

Item Response Form

Item	**1903-302--01-01 -** Please attach all documents to this line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

911 Communications
911 Tracy Chambers Lane
Georgetown TX 78626
Qty 1

Description
Please attach all documents to this line

Proposal References

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

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

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

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

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

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

CONFLICT OF INTEREST QUESTIONNAIRE

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 1903-302
Comprehensive Quality Assurance Program

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Apr 9, 2019 3:00:00 PM CDT

PROPOSALS WILL BE PUBLICLY OPENED:
Apr 9, 2019 3:00:00 PM CDT

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

Williamson County prefers and requests electronic submittal of this Proposal.

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

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

Respondents are strongly encouraged to carefully read this entire RFP.

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

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

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

General Information:

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

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

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

- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.

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

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

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

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

PROPOSAL AFFIDAVIT

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

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

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

Cooperative Purchasing Program

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

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

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

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

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

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's performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of

the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

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

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

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

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 (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. **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. Please be aware that submitting proposals electronically is a convenience to the respondent. **Williamson County takes no responsibility for any third-party system interruption potentially causing late delivery of respondent's submittal.**

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**
100 Wilco Way, Suite P101
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 or 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 on 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 an 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's 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's 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'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 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's 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 in 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 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 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 be 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
100 Wilco Way, Suite P101

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 the Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

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

4.29 ASSIGNMENT

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

4.30 SAFETY

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

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of 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 by 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's 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 the 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, 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 respondent certifies to the best of its knowledge and belief that within the last five (5) years Respondent or Respondent 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 Respondent cannot so certify to the above, then it must submit along with its proposal, 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 Respondent. The Respondent's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Respondent 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 Respondent's certification or explanation to change. Respondent 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 due to intervening factual circumstances or were false or should have been known to be false when entering into the contract. 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 a 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.

Security Requirements

The vendor and all employees shall complete the required Criminal Justice Information System (CJIS) Security requirements training on a yearly basis

The vendor shall comply with all applicable regulations including the Criminal Justice Information System (CJIS) Security requirements Version 5.6 as implemented by the Texas Department of Public Safety

The vendor shall ensure that all employees complete a full background investigation, and receive Williamson County approval before assignment to the program

Any software used by the quality assurance program shall operate on Windows 7 or higher system

All computers that access software / interfaces will have a current anti-virus software installed

The vendor shall comply with the Williamson County IT Security Policy for Public Safety Systems which can be obtained by emailing the Purchasing contact at johnny.grimaldo@wilco.org and copying purchase@wilco.org. Due to the confidential nature of this document, it will not be publicly posted.

The vendor shall sign a non-disclosure agreement (to be updated on a yearly basis)

The vendor shall review and agree to abide by the Williamson County Electronics Use Policy and Williamson County Social Media Policy

Qualifications of the Quality Assurance Evaluator (QAE)

The RFP respondent will confirm that the following requirements will be met:

- All employees the vendor assigned to Quality Assurance Review will comply with APCO ANS 3.106.1-2013, specifically chapters 4,6, and 7.
- The QAE will follow the agency's written directives and plans regarding operations
- The QAE shall demonstrate the ability to document Telecommunicator performance in accordance with agency directions
- The QAE shall demonstrate the ability to prepare required reports
- The QAE shall demonstrate the ability to communicate effectively in writing
- The QAE shall demonstrate the ability to brief management, as requested, orally or in writing
- The QAE shall demonstrate the ability to review the selected incidents

Wilco Team Training

The RFP respondent will confirm that the following requirements will be met:

- The vendor will participate in training related to the use and application of the quality assurance tool. The training shall be completed on site as coordinated with Williamson County Communications Professional Education Division and completed no later than 20 days prior to the beginning of reviews
- The vendor will provide training to the quality assurance unit on giving effective, meaningful feedback. The training shall be completed on site as coordinated with Williamson County Communications Professional Education Division and completed no later than 20 days prior to the beginning of reviews. This training may be repeated as needed, up to once per quarter.

The training costs, including expenses, for these education requirements must be broken out and itemized on the attached Quote Outline. These costs must include all fees, costs, travel related expenses, and other services bundled into a single price quote. A per day/per instructor cost would be preferred.

Feedback Expectation – Feedback Tool

The RFP respondent will confirm that the following requirements will be met:

- Must comply with APCO/NENA ANS 1.107.1.2015, Specifically Chapter 5
- The vendor will utilize existing tools to evaluate performance to include percentage of total performance points, pass/fail, compliant/non-compliant, and other key feedback elements as outlined on the evaluation tool.
- The vendor will provide a call review timeline, in writing, when submitting their proposal.
- The vendor will utilize the NICE Inform Feedback tool for providing feedback.
- The vendor will provide an appeal process for the telecommunicator to appeal the outcome of the review

This is to be included in the overall cost for the program and does not require itemization. (See attached Quote Outline)

Reporting

The RFP respondent will confirm that the following requirements will be met:

- The vendor will provide employee performance summary reports on a monthly, quarterly and yearly basis as derived by the vendor's evaluation team, FirstWatch, and/or Williamson County NICE Evaluator system.
- The vendor will provide an agency performance summary report on a monthly, quarterly and yearly basis as derived by the vendor's evaluation team, FirstWatch, and/or Williamson County NICE Evaluator system.
- The vendor will provide an agency trend report on a monthly, quarterly and yearly basis as derived by the vendor's evaluation team, WCEC's FirstWatch tools, and/or the WCEC NICE Evaluator system.

This is to be included in the overall cost for the program and does not require itemization. (See attached Quote Outline)

Communication
The RFP respondent will confirm that the following requirements will be met:

- The vendor will participate in monthly conference calls with essential staff members of WCEC
- The vendor will provide the opportunity for quarterly site visits at the communications center
- The vendor will participate in a yearly site visit at the communications center

This is to be included in the overall cost for the program and does not require itemization. (See attached Quote Outline)

Education Material Creation

The RFP respondent will confirm that the following requirements will be met:

- Based on trends and other reports, the vendor will assist WCEC will the creation of continuing education materials
- The vendor will provide guidance on any education plans based on feedback, if requested

The training costs, including expenses, for these education requirements must be broken out and itemized on the attached Quote Outline. These costs must include all fees, costs, travel related expenses, and other services bundled into a single price quote. A per day/per instructor cost would be preferred.

Pre-implementation Audit

The RFP respondent will confirm that the following requirements will be met:

- The vendor will collaborate with WCEC to review the existing policies and procedures, to include any current quality assurance / quality improvement processes.
- The vendor will meet with Williamson County Information Technology department, along with Emergency Communications to review vendor technology and to comply with any security requirements.
- The vendor will factor the cost for up to 2 days of vendor training (for the QAEs) to include the use of NICE Inform and FirstWatch related reporting tools.

This is to be included in the overall cost for the program and does not require itemization. (See attached Quote Outline)

Calls to be Reviewed

The RFP respondent will confirm that the following requirements will be met:

- Calls will primarily be radio transmission calls. On occasion, WCEC may request phone calls be included in the review.
- The vendor will review calls at random, with a specific number per employee each month for both radio dispatch and 9-1-1 call taking
- The vendor will review catastrophic events and/or any specific event requested by the agency
- The vendor will provide feedback within 10 days
- The vendor will review the calls for service based on current WCEC policies and procedures

This is to be included in the overall cost for the program and does not require itemization. (See attached Quote Outline)

Q-Calibration Performance Expectations

The RFP respondent will confirm that the following requirements will be met:

- The vendor, along with WCEC, will conduct a Q calibration, at least every 6 months.
- The vendor will notify WCEC, in writing, of any delays in the completion of the reviews

The training costs, including expenses, for this calibration requirement must be separated out on the attached Quote Outline. The costs for calibration must include all fees, costs, travel related expenses, and other services bundled into a single price quote. A per day/per vendor employee cost would be preferred.

Quote Outline

Performance Element Costs----------$_____.___ per call.

This section includes the “per call” cost that includes:

- Feedback Expectations – Feedback Tool Requirements
- Reporting Requirements
- Communication Requirements
- Pre-Implementation Audit Requirements
- Calls to be Review Requirements

Training / Education Costs

- Wilco Team Training ----------$_____.___ per day, per instructor
- Education Material Creation----------$_____.___ per day, per instructor
- Q-Calibration Performance Expectations----------$_____.___ per day, per instructor

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

1.2 Price Proposal

The Respondent must utilize the price sheet form as provided in the Appendix A which will be attached to this RFP. The Price Proposal should be included in each copy of the Proposal if submitted in paper form.

Note: Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at the County's sole discretion, result in the Respondent's disqualification.

1.3 Proposal Evaluation and Selection

1.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFP.

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character,

responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."

1.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Respondent's Proposal.

1.3.3 Mandatory Criteria

Minimum requirements must be passed in order to be considered for scoring as described in section 1.3.4

1.3.4 Graded Evaluation Factors

The following graded evaluation factors will be used to determine how well a Respondent(s) meet(s) the desired performance.

1.3.5 Interviews

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer will be required from all Respondents scheduled for interviews, twenty-four (24) hours prior to scheduled interview.

1.3.6 Additional Evaluation Information

The County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and

expectations **for** satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. The Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

1.4 Technical Contact

Michelle Porter, (or successor), Assistant Director Professional Education Williamson County, shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

1.5 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of twenty-four (24) months beginning on the date the RFP is awarded by the Commissioners' Court.

1.6 Contract Extensions

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional forty-eight (48) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of seventy-two (72) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

1.7 Insurance Requirements

By signing its Bid, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent 's cost, insurance in accordance with this provision. Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following Location and should include the RFP number and description:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

Successful Respondent must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s)is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Successful Respondent shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over $50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Successful Respondent shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Respondent shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.

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

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   901 S Austin Ave
   Georgetown, Texas 78626

2. The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County’s Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Successful Respondent shall be borne solely by Successful Respondent, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

1.8 Tentative Schedule

Event	Date	Time
RFP released in BidSync	March 19, 2019	
Deadline for RFP questions	April 5, 2019	3:00PM
RFP final responses due	April 9,2019	3:00PM

WCEC Radio Quality Assurance/Improvement Evaluation Criteria

Price	35%
Technology Requirements	25%
Feedback Tool and Evaluation Guidelines	10%
Quality Assurance Evaluators Qualifications	15%
Ability to meet training / CE requirements	10%
Ability to meet all other requirements	5%

Question and Answers for Bid #1903-302 - Comprehensive Quality Assurance Program

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

Commissioners Court - Regular Session **22.**

Meeting Date: 03/19/2019

assignment and acceptance of Conservation Easement

Submitted For: Gary Boyd **Submitted By:** Gary Boyd, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on assignment and acceptance of a Conservation Easement to hold in trust for Williamson County Conservation Foundation.

Background

The Conservation Easement is approximately 1.3 acres located at the transition point of County Road (CR) 176 and Parkside Parkway. This cave and its easement area were part of a Conservation Easement entered into and approved by US Fish and Wildlife as a part of conservation for the Brushy Creek Municipal Utility District (BCMUD) during construction of their raw water line in 2005 from Lake Georgetown to the BCMUD water treatment facility. A copy of that Conservation Easement is attached.

Currently the Williamson County Road Bond Program (RBP) has initiated an improvement project for CR 176 from the transition of Parkside Parkway to FM 2243. See attached project location map. The project plans call for a partial closure of the feature known as Snow Melt Cave. The partial closure is indicated for public safety as the existing CR passes over a part of the feature. The existing surface conservation easement tract is not affected. The project alignment has been participated under the County's Habitat Conservation Plan leaving only the disposition of and agreement on the Snow Melt cave conservation area.

Under the Assignment and Acceptance of Conservation Easement the Williamson County Conservation Foundation (WCCF) will assume the management and monitoring of the tract and the Snow Melt Cave feature. Any expenditures for monitoring and maintenance will be out of WCCF funds. Taking this conservation tract "under the umbrella" of the WCCF is also in line with conservation goals of the Williamson County Habitat Conservation Plan. The costs to the RBP are also significantly diminished through this action.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

assignment of conservation easement

original 2005 conservation easement

CR 176 project area

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 08:58 AM
Form Started By: Gary Boyd		Started On: 03/12/2019 12:03 PM
Final Approval Date: 03/14/2019		

ASSIGNMENT AND ASSUMPTION OF CONSERVATION EASEMENT

(Snow Melt Cave)

THIS ASSIGNMENT AND ASSUMPTION OF CONSERVATION EASEMENT (this "*Assignment*") is executed to be effective as of the Effective Date (as hereinafter defined) of this Assignment, by and between **Brushy Creek Municipal Utility District**, a conservation and reclamation district of the State of Texas (the "*Assignor*"), **Williamson County** (the "*Assignee*"), and the **United Stated Fish and Wildlife Service**, an agency of the United States within the United States Department of the Interior (the "*Service*"). The "*Effective Date*" of this Assignment shall be the date upon which the last of Assignor, Assignee and the Service execute this Assignment, as indicated on the signature pages of this Assignment.

Recitals

A. WHEREAS, in connection with the construction of certain raw water transmission facilities in Williamson County, Texas (the "*Project*"), Assignor submitted a request dated December 12, 2003 to the Service for formal consultation regarding the Project and its effect on the federally listed Bone Cave harvestman in accordance with Section 7 of the Endangered Species Act of 1973, as amended. The request was assigned Consultation No. 2-15-F-2002-0453 by the Service (the "*Consultation*");

B. WHEREAS, in connection with the Consultation, the Service rendered its biological opinion that the Project was not likely to jeopardize the continued existence of the Bone Cave harvestman (the "*Opinion*");

C. WHEREAS, the Opinion rendered by the Service was based, in part, on the requirement that Assignor would protect and manage Snowmelt Cave using the same criteria as in the management plans for Assignor's then existing service areas and Sendero Springs. The Opinion further provided that protection of Snowmelt Cave would entail a conservation easement placed on land in proximity to the cave opening;

D. WHEREAS, in accordance with the Opinion and pursuant to the Consultation, Elmer L. McLester, Trustee, as grantor, conveyed that certain Conservation Easement to the Assignor, as grantee, dated November 23, 2004 and recorded as Document No. 2005003748 of the Official Public Records of Williamson County, Texas (the "*Conservation Easement*");

E. WHEREAS, the Conservation Easement restricts use of that certain real property more particularly described therein (the "*Parcel*") for purposes of ensuring that the Parcel will be retained forever in its natural and scenic condition; to preserve the wildlife habitat on the Parcel; and to prevent any use of the Parcel that would significantly impair or interfere with the conservation values of the Parcel described therein; and

F. WHEREAS, Assignor and Assignee desire to assign all of Assignor's right, title and interest in, under and to the Conservation Easement to Assignee, together with all regulatory obligations associated with the Parcel and Snowmelt Cave, to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in, under and to the Conservation Easement, together with all regulatory obligations related to, or arising out of, the Parcel and Snowmelt Cave. Without limitation, Assignor is assigning to Assignee all regulatory obligations to protect and manage Snowmelt Cave in accordance with the Opinion and any and in accordance with all applicable local, state and federal regulatory requirements.

2. Assumption. Assignee hereby assumes and agrees to perform all of Assignor's obligations under and pursuant to the Conservation Easement. Assignee further hereby assumes all regulatory obligations to protect and manage Snowmelt Cave in accordance with the Opinion, the Consultation and in accordance with any and all applicable local, state and federal regulatory requirements. Assignee specifically assumes the obligation to manage Snowmelt Cave in accordance with a management plan approved by the Service.

3. Indemnity. To the extent authorized by law and in consideration of the foregoing assignment, Assignee hereby agrees to indemnify, defend and hold Assignor, together with its officers, directors, employees, agents, contractors and representatives, and their respective successors, heirs, executors, legal representatives and assigns, harmless from all liabilities, damages, actions, causes of action, losses, costs and expenses arising out of or in connection with the Conservation Easement and management and protection of Snowmelt Cave to the extent the same arises after the Effective Date of this Assignment.

4. Recordation. Upon execution by all parties, this Assignment shall be recorded in the Official Public Records of Williamson County, Texas.

5. Miscellaneous. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, administrators, successors and assigns. Any capitalized terms used herein and not defined herein shall have the meanings ascribed to them under the Contract.

6. Transfer of Responsibility. By execution below, the Service consents to this Assignment for all purposes, and agrees that Assignor shall have no further responsibility for management or protection of Snow Melt Cave.

[signature page follows]

IN WITNESS WHEREOF, this Assignment is executed to be effective as of the Effective Date of this Assignment.

ASSIGNOR:

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, a conservation and reclamation district of the State of Texas

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2019, by _____, _____ of Brushy Creek Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said district.

_____
Notary Public, State of Texas

(SEAL)

ASSIGNEE:

WILLIAMSON COUNTY

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2019, by _____, _____ of Williamson County, political subdivision of the State of Texas, on behalf of said political subdivision.

_____
Notary Public, State of Texas

(SEAL)

THE UNITED STATES FISH & WILDLIFE SERVICE

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2019, by _____, _____ of the United States Fish & Wildlife Service, on behalf of said agency of the United States of America.

_____
Notary Public, State of Texas

(SEAL)

After Recordation, Send To:
Brushy Creek Municipal Utility District
16318 Great Oaks Drive
Round Rock, Texas 78681

ESMT 2005003748
10 PGS

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (this "Conservation Easement") executed to be effective as of November 23, 2004, by Elmer L. McLester, Trustee, _____ _____ (the "Grantor"), as Grantor, and Brushy Creek Municipal Utility District, 16318 Great Oaks Drive, Round Rock, Williamson County, Texas 78681 (the "Grantee"), as Grantee.

Background

A. The Grantor is the owner in fee simple of certain tract or parcel of real property located in Williamson County, Texas, comprising 1.343 acre tract, more or less, as more particularly described on the attached Exhibit A (the "Parcel").

B. Pursuant to and in consideration of this Conservation Easement, the Grantor and the Grantee intend that the conservation values of the Parcel be preserved and be maintained in perpetuity for the benefit of the native plants and wildlife.

C. Grantor and Grantee have the common purpose of conserving the Parcel and acknowledge that this Conservation Easement is being executed and conveyed in perpetuity pursuant to the Texas Natural Resource Code Chapter 183.

D. Grantee has determined that the Parcel is a significant natural area that supports habitat important for all of the life cycle requirements.

Transfer

IN CONSIDERATION OF TEN and NO/100 Dollars ($10.00) and the mutual covenants, terms, conditions, and restrictions contained herein, the Grantor hereby GRANTS, BARGAINS, SELLS, and CONVEYS to the Grantee a conservation easement which shall run with the Parcel in perpetuity and shall encumber the Parcel only to the extent set forth in this Conservation Easement.

The grant of this Conservation Easement is subject to all restrictions, covenants, conditions and easements of record, or visible and apparent on the ground (Title Exceptions) to the extent valid and subsisting and covering and affecting all or a portion of the Parcel.

1. **Purpose.** The purpose of this Conservation Easement is to (i) ensure that the Parcel will be retained forever in its natural and scenic condition; (ii) preserve the wildlife habitat, especially

Unofficial Document

endangered species habitat of the Bone Cave Harvestman, *Texella reyesi*, including native and/or rare flora and fauna and animals on the Parcel; and (iii) prevent any use of the Parcel that will significantly impair or interfere with the conservation values of the Parcel described above. The Grantor intends that this Conservation Easement will restrict the use of the Parcel only to the extent inconsistent with the purposes of this Conservation Easement.

2. Prohibited Uses. Except as otherwise provided in this Conservation Easement to the contrary or with the prior written approval of the Grantee, the following are prohibited:

2.1 Any activity on or use of the Parcel that is inconsistent with the purpose of this Conservation Easement, including the following:

A. Pesticides. There shall be no use of fertilizers, pesticides, or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides.

B. Dumping. There shall be no storage or dumping of ashes, trash, garbage, hazardous or toxic materials or any other unsightly or offensive materials on the Parcel.

C. Storage Tanks. There shall be no placement or use of any underground storage tanks on the Parcel.

D. Surface Alteration. There shall be no ditching, draining, diking, filling, excavating, dredging, mining, drilling, or other alteration of the surface of the Parcel.

E. Soil, Water or Vegetation Degradation. Any use or activity that causes or is likely to cause soil degradation, vegetation degradation, erosion, or siltation, or depletion or pollution of any surface or subsurface waters.

F. Construction. There shall be no placement or construction of new structures or other improvements on the Parcel, including any roadway. The foregoing shall not be deemed to prohibit the installation of a gate to restrict access to any cave on the parcel.

G. Commercial Activities. There shall be no commercial or industrial use of or activity on the Parcel.

H. Agricultural Activities. There shall be no farming or other agricultural activities on the Parcel.

I. No Public Access. The general public shall not be allowed access to the Parcel except pursuant to an approved Wildlife Management Plan.

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3. Grantor Reserved Rights. The Grantor reserves to itself and its representatives, successors, and assigns, all rights accruing by virtue of owning the Parcel, including the following rights:

3.1 The right to undertake or continue any activity or use of the Parcel not prohibited by nor inconsistent with this Conservation Easement.

3.2 The right to give, lease, sell, grant, or otherwise convey the underlying fee title of any part or all of the Parcel subject to this Conservation Easement.

3.3 The right to maintain, repair, and replace existing fences and to install and repair any gates.

4. Rights of the Grantee. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the Grantee:

4.1 The right of access to the Parcel as set forth above, particularly as it relates to protection of maintenance of the Parcel for protection of the karst features.

4.2 The Grantee shall have the right to fence and/or gate the Parcel and allow access pursuant to a Wildlife Management Plan.

5. Amendment. This Conservation Easement may not be amended, modified, or rescinded except upon written consent by the Grantor and the Grantee.

6. No Public Access. Nothing contained in this Conservation Easement shall give or grant to the general public any rights, titles, or interests with respect to the Parcel, including a right to enter upon or use the Parcel; in fact, the general public is specifically prohibited from entering upon or using the Parcel in any way, except the Grantee shall be allowed to grant access to appropriate governmental agencies to inspect the Parcel on reasonable notice.

7. Recordation. Grantee shall record the instrument in timely fashion in the official records of Williamson County, Texas, and shall furnish a copy of this executed and recorded Conservation Easement to Grantor. Each Party is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Easement, and the other Party agrees to execute any such instruments (reasonably acceptable to that Party) upon request.

8. General Provisions.

Unofficial Document

8.1 Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Texas and applicable federal law and regulations.

8.2 Severability. If any provision of this Conservation Easement, or the application there of to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

8.3 Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the Parties and their respective personal representatives, heirs, successors, and assigns and shall continue as a perpetual servitude running with the Parcel.

8.4 Use of Words. Pronouns, nouns, and terms used in this Conservation Easement shall include the masculine, feminine, neuter, singular and plural forms wherever appropriate to the context, "including" (and "include") is used by way of example and not by way of limitation.

8.5 Titles, Headings, and Captions. All titles, headings, and captions used in this Conservation Easement have been inserted for reference purposes only and shall not in any way affect the meaning and interpretation of its provisions.

8.6 Exhibits. All Exhibits referred to in this Conservation Easement are attached to this Conservation Easement and are incorporated herein by this reference.

8.7 Federal Appropriations. The duties of the Grantee herein to carry out its obligations under this Conservation Easement shall be subject to the availability of appropriated funds.

8.8 Subsequent Liens. No provision of this Conservation Easement shall be construed as impairing the ability of Grantor or Owner to use part or all of the Parcel as collateral for subsequent borrowing, provided that any mortgage or liens arising from such loans must be subordinate to this Conservation Easement.

8.9 Endangered Species Act. Grantor and Grantee each acknowledge that all activities accomplished or permitted under this Conservation Easement (or in general) must comply with all appropriate local, state, and Federal statutes including but not limited to the Endangered Species Act ("ESA"). In addition to ensuring that its own actions are in full compliance with the ESA and the National Environmental Policy Act ("NEPA"), Grantee will take into account compliance with the ESA when issuing to Grantor any opinions, reviews, or

Unofficial Document

approvals of activities proposed by Grantor or Grantee on the Parcel. Grantor and Grantee acknowledge that the provisions of this Conservation Easement are intended to be in general and substantial compliance with the ESA.

8.10 Grantee's Acceptance. Grantee accepts this Conservation Easement as "Holder" under the Texas Natural Resource Code Chapter 183 and Grantee's acceptance of this Conservation Easement is evidenced by Grantee's execution of this Conservation Easement.

8.11 No Third-Party Right of Enforcement. Notwithstanding anything else to the contrary, this Conservation Easement does not create any rights of enforcement in any third-party. Only the Grantor and the Grantee shall have rights of enforcement.

8.12 Notices. All notices shall be given by each Party at the addresses shown above by regular first class mail.

8.13 Effective Date. This Conservation Easement shall not become effective and binding until fully executed by both Grantor and Grantee.

EXECUTED on November 23, 2004.

GRANTOR

Elmer L. McLester, Trustee

Elmer L. McLester, Trustee

GRANTEE

Brushy Creek Municipal Utility District

By: _____

Mike Taylor, General Manager

Acknowledgments

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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This instrument was acknowledged before me on this the 23rd day of November, 2004, by Elmer L. McLester, Trustee.

Mara L. Karley
Notary Public, State of Texas
My Commission expires:_____

MARA L. KARLEY
Notary Public, State of Texas
My Commission Expires
January 31, 2007

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 4 day of January, 2005, by Mike Taylor, General Manager, on behalf of Brushy Creek Municipal Utility District.

TERESEA KAY SCHADE
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
MAY 21, 2007

Teresea Kay Schade
Notary Public, State of Texas
My Commission expires: 5/21/07

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EXHIBIT "A"

Conservation Easement

**FIELD NOTE DESCRIPTION OF A
1.343 ACRE TRACT OF LAND OUT OF THE
ELMER L. MCLESTER, TRUSTEE TRACT,
LOCATED IN WILLIAMSON COUNTY, TEXAS**

BEING a 1.343 acre (58,523 square feet) tract of land situated in the James B. Allen Survey, Abstract No. 36, Williamson County, Texas; being a portion of that certain called 140.93 acre tract of land described in a Warranty Deed With Vendor's Lien from Curtis Borho to Elmer L. McLester, Trustee, executed December 6, 1979, and recorded in Volume 780, Page 58, Williamson County Deed Records (W.C.D.R.); said 1.343 acre tract being more particularly described by metes and bounds as follows with bearings based on the Texas State Plane Coordinates NAD83/93 HARN, Texas Central Zone, which is based upon the published positions of the City of Round Rock Control Monuments No. 01-005, 01-031 and 01-032:

BEGINNING at a 1/2-inch iron rod found for the northwest corner of the herein described tract and marking the common northwest corner of said 140.93 acre tract and southwest corner of Lot 19, Whitetail Subdivision, filed September 8, 1975, and recorded in Cabinet C, Slides 117 & 118, Williamson County Plat Records (W.C.P.R.), said point being on the easterly line of County Road No. 176, and also being located at Texas State Plane Coordinate grid position X=3102169.20 and Y=10186297.46;

THENCE, departing the easterly line of said County Road No. 176, and with the common southerly line of said Lot 19 and northerly line of said 140.93 acre tract, the following two (2) calls:

1) North 65 degrees 21 minutes 47 seconds East, a distance of 68.70 feet to an angle point for corner of the herein described tract;

2) North 68 degrees 11 minutes 13 seconds East, a distance of 141.48 feet to a point for the northeast corner of the herein described tract;

THENCE, departing said common line, and crossing through the interior of said 140.93 acre tract, the following two (2) calls:

1) South 20 degrees 48 minutes 39 seconds East, a distance of 281.07 feet to a point for the southeast corner of the herein described tract;

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2) South 69 degrees 11 minutes 21 seconds West, a distance of 210.00 feet to a point for the southwest corner of the herein described tract, said point being on the common easterly line of said County Road No. 176 and westerly line of said 140.93 acre tract, and from which a 1/2-inch iron rod found marking the most westerly northwest corner of Lot 66 of said Whitetail Subdivision, same being an interior corner of said 140.93 acre tract bears South 28 degrees 05 minutes 12 East, at 1,510.78 feet;

THENCE, North 20 degrees 48 minutes 39 seconds West, with the common easterly line of said County Road No. 176 and westerly line of said 140.93 acre tract, and along the general line of an existing fence, a distance of 274.01 feet to the POINT OF BEGINNING of the herein described tract, encompassing within the metes recited 1.343 acres (58,523 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, Inc. on August 16, 2004.

An easement exhibit drawing of even survey date herewith accompanies this field note description.

I, Daniel M. Flaherty, Registered Professional Land Surveyor No. 5004, State of Texas, do hereby certify that this field note description and the easement exhibit drawing attached hereto were prepared from an actual survey of the property performed on the ground and that the same is true and correct.

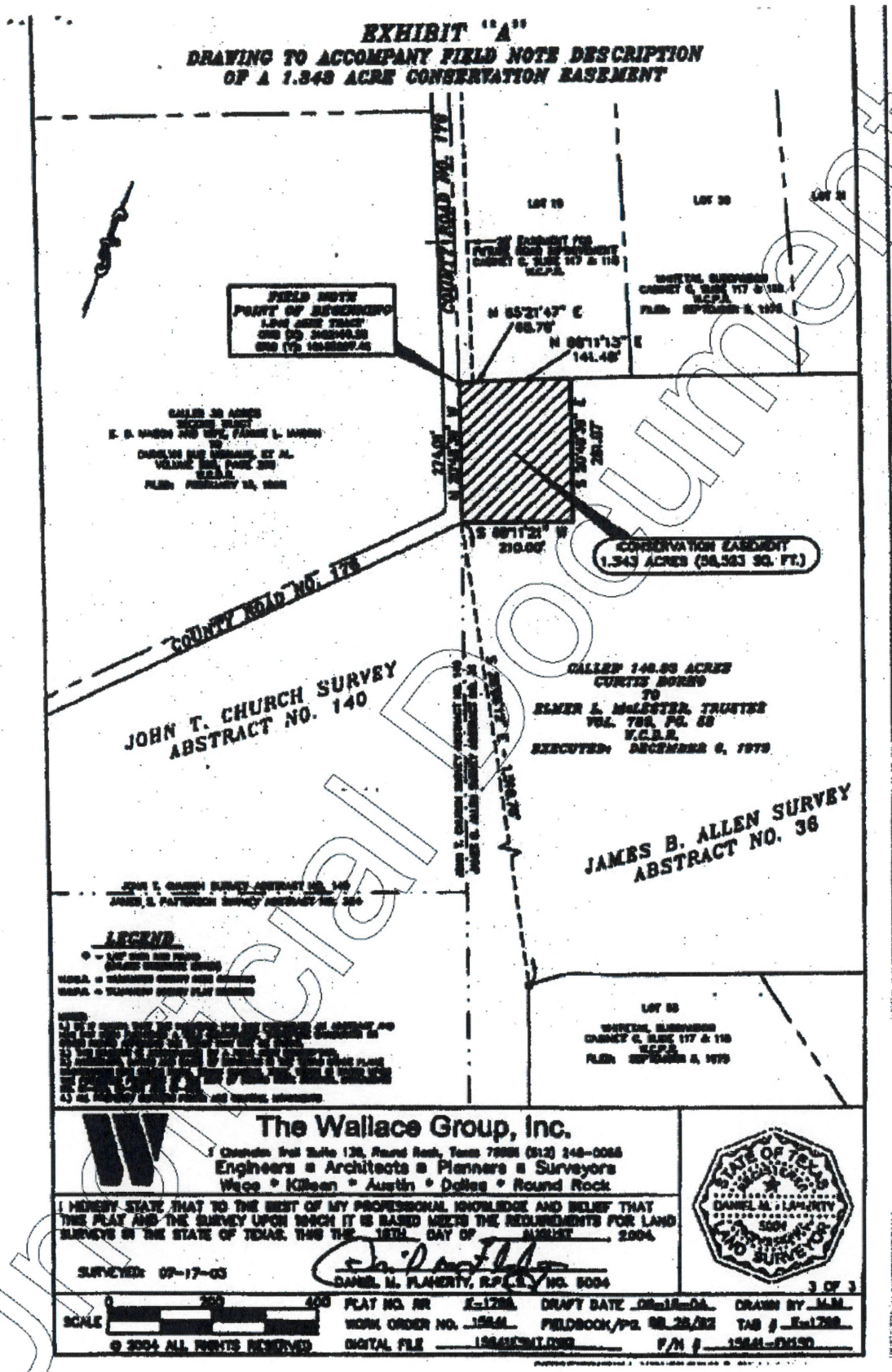
STATE OF TEXAS
REGISTERED
DANIEL M. FLAHERTY
5004
PROFESSIONAL
LAND SURVEYOR

Daniel M. Flaherty, R.P.L.S. #5004
The Wallace Group, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
Work Order No. 15641

08-16-04
Date

See attached Plat No. RR E-1789
15641-FN1SD.doc

Unofficial Document



Unofficial Document

196613-14 11/17/2004

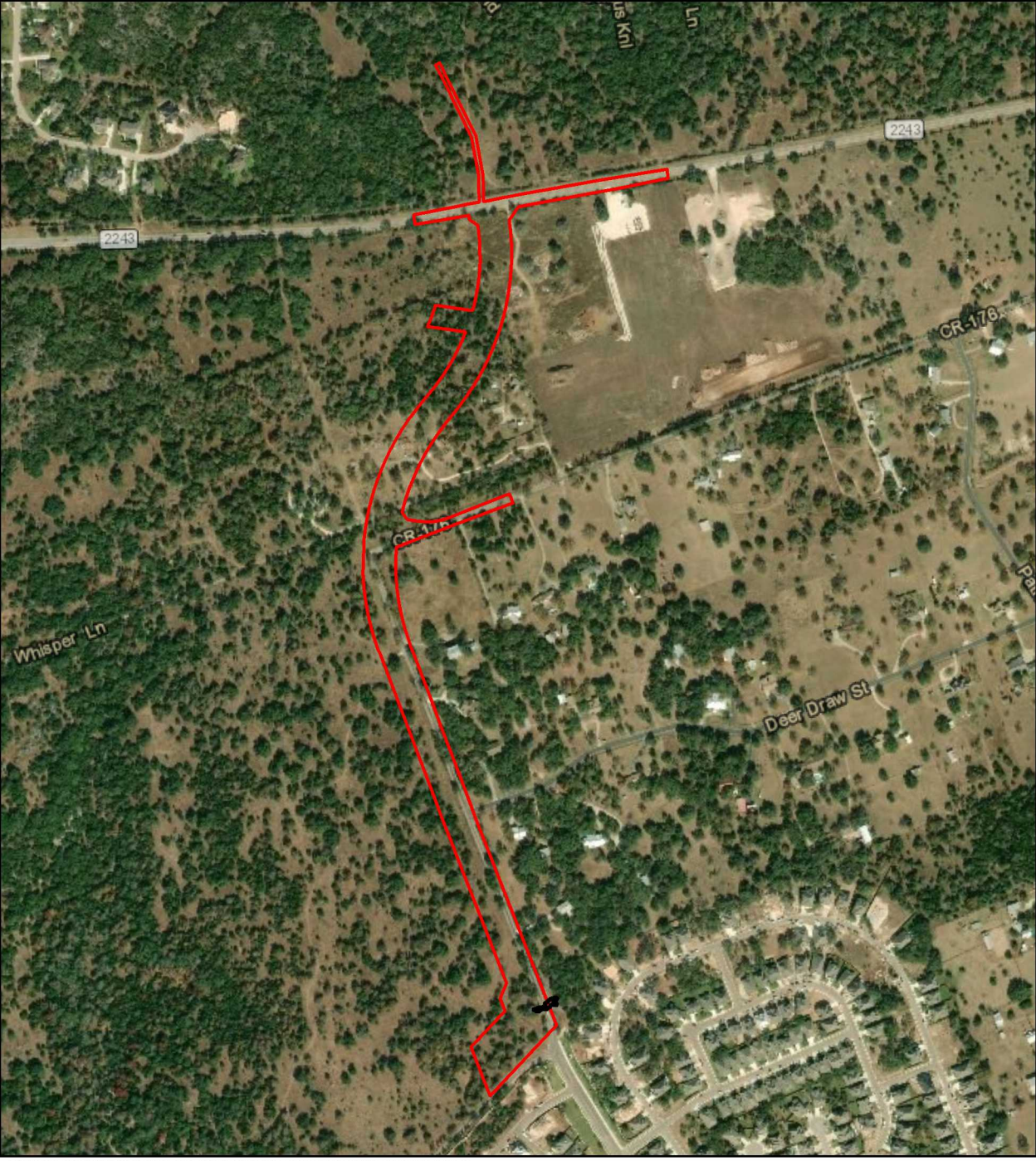
RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

AFTER RECORDING RETURN TO:

Sue Brooks Littlefield
Armbrust & Brown, L.L.P.
100 Congress Ave., Ste. 1300
Austin, Texas 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2005003748
Nancy E. Rister
01/13/2005 03:28 PM
CARRILLO $32.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

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Path: \\asnserv\GIS\Graphic Files\30932 Wilco Road Bond 2015 Bird Survey\WA13 CR176\mxd\NR\Report\RHCP 2018\30932_13 Snowmelt Cave Figure.mxd

SWCA ENVIRONMENTAL CONSULTANTS

CR 176 AT RM 2243 RHCP APPLICATION

RHCP APPLICATION

Project Area

Snowmelt Cave Footprint

1:8,500

Created By: J. Kainer
Project Number: 30932.13
Date: 7/9/2018
NAD 1983 StatePlane Texas Central FIPS 4203 Feet

0 500 Feet

0 100 Meters

Commissioners Court - Regular Session **23.**

Meeting Date: 03/19/2019

Vehicle Reimbursement Agreement with St. Margaret Mary Catholic Church 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 St. Margaret Mary Catholic Church (1101 W. New Hope Dr.)

Background

This agreement gives permission for St. Margaret Mary Catholic Church 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

St. Margaret Mary Catholic Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2019 08:33 AM
Form Started By: Starla Hall		Started On: 03/05/2019 11:51 AM
Final Approval Date: 03/06/2019		

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 March 1, 20 19 and shall terminate on September 30, 20 19. 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: St. Margaret Mary Catholic Church

Signature: Adrian De La Cruz Jr.

Printed Name: Adrian De La Cruz Jr.

Title: Parish Business Administrator

Date: March 1, 2019

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official:

Date: March 4, 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 **24.**

Meeting Date: 03/19/2019

Check Donation for K-9 Unit from Round Rock New Neighbors for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a donation to the Williamson County Sheriff's Office K-9 Unit from the Round Rock New Neighbors in the amount of $100.00.

Background

Round Rock New Neighbors has donated $100.00 to the Williamson County Sheriff's Office K-9 deputies for the purchase of K-9 items.

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	03/14/2019 09:13 AM
Form Started By: Starla Hall		Started On: 03/13/2019 04:56 PM
Final Approval Date: 03/14/2019		

Commissioners Court - Regular Session **25.**

Meeting Date: 03/19/2019

Investment Report for 4th Qtr FY 2018

Submitted For: David Heselmeyer **Submitted By:** David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on approving the Investment Reports for the Quarter ending September 30, 2018 which was approved by the Investment Committee on October 22, 2018 and the Annual Investment Committee Education Report.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Investment Report 4-18

2018 Training Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 09:03 AM
Form Started By: David Heselmeyer		Started On: 03/13/2019 11:24 AM
Final Approval Date: 03/14/2019		

FirstSouthwest
AssetManagement
A Hilltop Holdings Company.

Investment Portfolio Summary

Williamson County

WILLIAMSON COUNTY
1848

For the Quarter Ended

September 30, 2018

Prepared by
FirstSouthwest Asset Management

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Table of Contents / Market Recap

Report Name

Certification Page

Executive Summary

Benchmark Comparison

Detail of Security Holdings

Change in Value

Earned Income

Investment Transactions

Amortization and Accretion

Projected Fixed Income Cash Flows

MARKET RECAP - SEPTEMBER 2018:

As September began, the yield on the two-year Treasury note sat at 2.63%, right in the middle of a narrow range that had prevailed since mid-July. The 10-year T-note, meanwhile, was just 23 basis points higher at 2.86%. Within a few days, a string of strong data would spark a bond sell-off that would send yields sharply higher throughout the month. The ISM manufacturing index topped the most optimistic of forecasts, climbing above 61 for the first time since 2004 to 61.3. The prices paid index logged a second straight month in the stratosphere, dipping from 73.2 to 72.1. The ISM non-manufacturing index, which covers the much larger service sector that accounts for roughly 88% of the economy, surged from an 11-month low of 55.7 to 58.5 in August. While the ISM surveys are booming, the real fireworks came with the August employment report. Although the increase in non-farm payrolls was close to expectations at +201k and the unemployment rate held steady at 3.9%, average hourly earnings doubled forecasts with a +0.4% gain that took the year-over-year increase to +2.9% and the three month annualized pace above +3.0%. Taken together, the jobs data indicates a tight labor market where difficulty finding workers is restraining job growth and leading employers to respond with higher wages, stoking wage inflation fears. The overall strength seen in the early month indicators sent bond prices tumbling and would quickly push yields on the two-year and 10-year Treasury notes north of 2.80% and 3.00% respectively.

Contrary to the wage data, the producer and consumer price indexes both moderated in August. The headline producer price index fell -0.1% for the month and the year-over-year pace dropped from +3.2% to +2.8%, while core PPI retreated from +2.7% to +2.3% y-o-y. Consumer prices also eased as headline CPI was below forecast at +0.2%, taking the y-o-y rate down a tenth to +2.7%. Core CPI was even lower, up just +0.1% on the month with the y-o-y sliding from +2.4% to +2.2%. Consumer spending was weaker than expected in August but upward revisions to July kept the annual rate above 6% for a fourth straight month. Consumer confidence measures hover at or near recovery highs with Bloomberg's Consumer Comfort Index topping 60 for the first time since 2001, and the Conference Board's Consumer Confidence Index reaching a new 18-year high. Housing seems to be the one area exhibiting signs of weakness as higher prices and higher mortgage rates crimp affordability. Existing home sales were unchanged in August and are hovering at the lowest levels since early 2016.

By the time the Fed's FOMC met on September 26th, the third 25 basis point rate hike of 2018 was a foregone conclusion and the Fed obliged. Market fears of an overtly hawkish statement and more aggressive dot plot were not realized as the committee struck a balanced tone. The dot plot still indicates a hike in December, followed by three more in 2019 and one in 2020. Bond yields, having spent the month of September moving higher, were largely unchanged following the announcement. The two-year T-note closed the month at 2.82% while the 10-year settled at 3.06%. Stocks continued their trek higher with the Dow and the S&P 500 trading to record highs during the month.

For the Quarter Ended

September 30, 2018

This report is prepared for the **Williamson County** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

Name: D. Scott Heselmeyer Title: County Treasurer

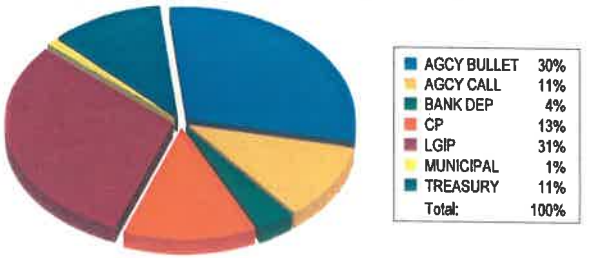
FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Executive Summary
As of 09/30/18

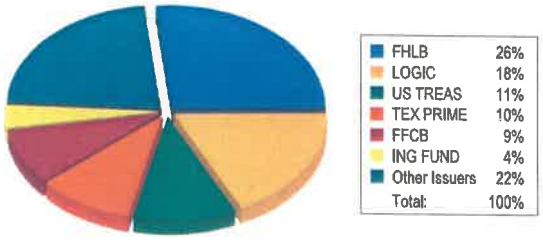
Account Summary

	Beginning Values as of 06/30/18	Ending Values as of 09/30/18
Par Value	532,379,757.62	456,900,534.67
Market Value	530,858,261.09	455,410,831.42
Book Value	531,525,651.64	456,058,025.71
Unrealized Gain /(Loss)	(667,390.55)	(647,194.29)
Market Value %	**99.87%**	**99.86%**
Weighted Avg. YTW	1.980%	2.040%
Weighted Avg. YTM	1.980%	2.040%

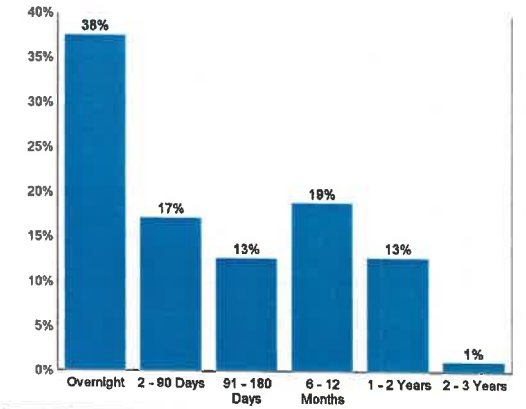
Allocation by Security Type



Allocation by Issuer

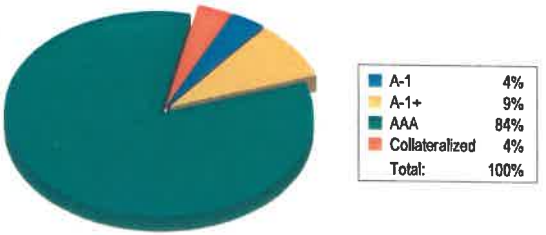


Maturity Distribution %



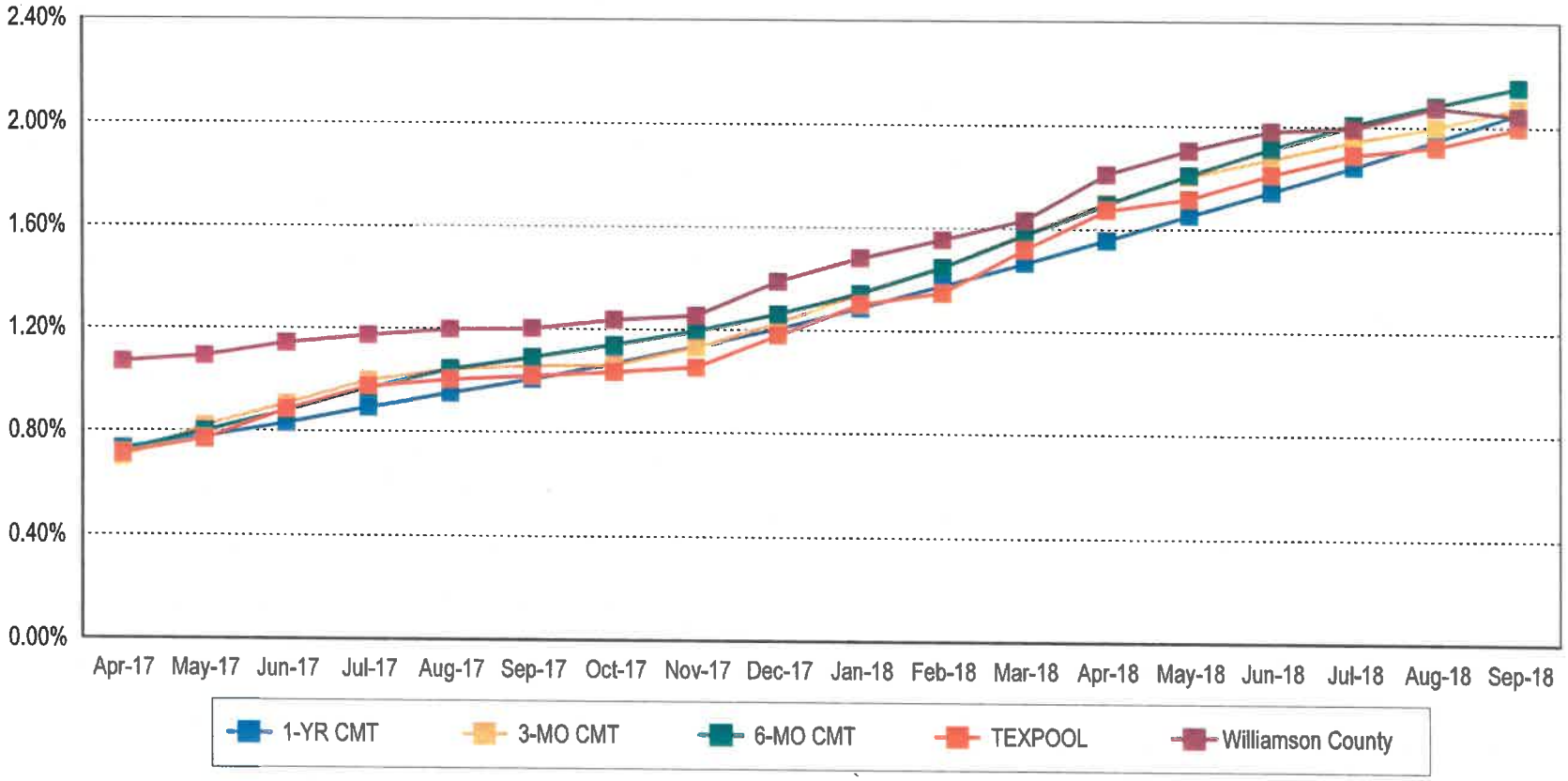
Weighted Average Days to Maturity: 142

Credit Quality



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Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.

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CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
2013 Park Bond																	
LOGIC		LGIP	LOGIC					10,638,297.62	100.000	10,638,297.62	10,638,297.62	100.000	10,638,297.62	1		2.211	2.211
46640QKW0	02/05/18	CP - DISC	J.P.Morgan Sec		10/30/18			5,000,000.00	98.428	4,921,383.33	4,991,461.10	99.801	4,990,050.00	30		2.154	2.154
912828V56	02/05/18	TREAS NOTE	U.S. Treasury	1.125	01/31/19			4,000,000.00	99.203	3,968,125.00	3,989,235.32	99.605	3,984,200.00	123		1.945	1.945
912828D23	07/18/18	TREAS NOTE	U.S. Treasury	1.625	04/30/19			5,000,000.00	99.453	4,972,656.25	4,979,737.60	99.523	4,976,150.00	212		2.330	2.330
Total for 2013 Park Bond								**24,638,297.62**	**99.441**	**24,500,462.20**	**24,598,731.64**	**99.799**	**24,588,697.62**	**69**		**2.180**	**2.180**
2013 Road Bond																	
LOGIC		LGIP	LOGIC					22,417,416.71	100.000	22,417,416.71	22,417,416.71	100.000	22,417,416.71	1		2.211	2.211
3130ACYC2	12/08/17	AGCY BULET	FHLB	1.625	12/04/18			20,000,000.00	99.910	19,982,000.00	19,996,804.00	99.897	19,979,400.00	65		1.717	1.717
912828V56	02/01/18	TREAS NOTE	U.S. Treasury	1.125	01/31/19			8,000,000.00	99.199	7,935,937.50	7,978,601.28	99.605	7,968,400.00	123		1.940	1.940
3133EHP23	12/08/17	AGCY BULET	FFCB	1.500	02/06/19			5,000,000.00	99.716	4,985,800.00	4,995,724.05	99.695	4,984,750.00	129		1.748	1.748
46640QPR6	08/30/18	CP - DISC	J.P.Morgan Sec		02/25/19			5,000,000.00	98.767	4,938,344.44	4,949,366.65	99.005	4,950,250.00	148		2.511	2.511
48306BQ57	09/06/18	CP - DISC	Kaiser Foundation Hospital		03/05/19			7,000,000.00	98.775	6,914,250.00	6,926,159.73	98.815	6,917,050.00	156		2.480	2.480
3133782M2	12/08/17	AGCY BULET	FHLB	1.500	03/08/19			6,000,000.00	99.675	5,980,500.00	5,993,169.18	99.631	5,977,860.00	159		1.763	1.763
3133782M2	12/18/17	AGCY BULET	FHLB	1.500	03/08/19			2,845,000.00	99.621	2,834,217.45	2,841,136.03	99.631	2,834,501.95	159		1.814	1.814
3133782M2	12/18/17	AGCY BULET	FHLB	1.500	03/08/19			7,155,000.00	99.621	7,127,882.55	7,145,282.37	99.631	7,128,598.05	159		1.814	1.814
3130ABKQ8	12/18/17	AGCY CALL	FHLB	1.500	06/28/19	12/28/2018	QRTLY	19,675,000.00	99.427	19,562,262.25	19,619,928.89	99.219	19,521,338.25	271	89	1.882	1.882
3130A02T6	04/11/18	AGCY BULET	FHLB	2.375	09/13/19			5,500,000.00	100.099	5,505,445.00	5,503,688.69	99.714	5,484,270.00	348		2.303	2.303
3130ACM92	08/21/18	AGCY BULET	FHLB	1.500	10/21/19			10,000,000.00	98.855	9,885,500.00	9,896,329.10	98.798	9,879,800.00	386		2.501	2.501
912828LY4	08/30/18	TREAS NOTE	U.S. Treasury	3.375	11/15/19			10,000,000.00	100.984	10,098,437.50	10,091,537.30	100.730	10,073,000.00	411		2.541	2.541
3130ADXU1	04/11/18	AGCY BULET	FHLB	2.320	01/09/20			7,500,000.00	99.929	7,494,675.00	7,496,008.28	99.463	7,459,725.00	466		2.363	2.363
3130ADG22	08/21/18	AGCY CALL	FHLB	2.090	01/23/20	1/23/2019	QRTLY	10,000,000.00	99.287	9,928,700.00	9,934,214.90	99.136	9,913,600.00	480	115	2.603	2.603
Total for 2013 Road Bond								**146,092,416.71**	**99.660**	**145,591,368.40**	**145,785,367.16**	**99.590**	**145,489,959.96**	**211**		**2.126**	**2.126**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
2015 CO Bonds																	
LOGIC		LGIP	LOGIC					8,938,983.33	100.000	8,938,983.33	8,938,983.33	100.000	8,938,983.33	1		2.211	2.211
4497W1L20	02/05/18	CP - DISC	ING Funding		11/02/18			7,000,000.00	98.425	6,889,750.00	6,986,933.31	99.782	6,984,740.00	33		2.134	2.134
912828P53	02/05/18	TREAS NOTE	U.S. Treasury	0.750	02/15/19			5,000,000.00	98.766	4,938,281.25	4,977,517.20	99.410	4,970,500.00	138		1.970	1.970
Total for 2015 CO Bonds								20,938,983.33	99.180	20,767,014.58	20,903,433.84	99.787	20,894,223.33	44		2.128	2.128
Conservation Fund																	
TEXPRIME		LGIP	TexPool Prime					1,086,272.07	100.000	1,086,272.07	1,086,272.07	100.000	1,086,272.07	1		2.209	2.209
46640QKW0	02/06/18	CP - DISC	J.P.Morgan Sec		10/30/18			1,000,000.00	98.434	984,335.56	998,292.22	99.801	998,010.00	30		2.154	2.154
3130A8Y72	08/09/18	AGCY BULET	FHLB	0.875	08/05/19			1,500,000.00	98.429	1,476,435.00	1,479,855.89	98.564	1,478,460.00	309		2.493	2.493
Total for Conservation Fund								3,586,272.07	98.909	3,547,042.63	3,564,420.18	99.348	3,562,742.07	137		2.311	2.311
County Benefits Program																	
TEXPRIME		LGIP	TexPool Prime					2,082,238.93	100.000	2,082,238.93	2,082,238.93	100.000	2,082,238.93	1		2.209	2.209
Total for County Benefits Program								2,082,238.93	100.000	2,082,238.93	2,082,238.93	100.000	2,082,238.93	1		2.209	2.209
Cty Clerk Record Mgmt & Preservation																	
TEXPOOL		LGIP	TexPool					1,428,647.47	100.000	1,428,647.47	1,428,647.47	100.000	1,428,647.47	1		1.995	1.995
912828SH4	03/01/18	TREAS NOTE	U.S. Treasury	1.375	02/28/19			500,000.00	99.293	496,464.84	498,523.60	99.598	497,990.00	151		2.095	2.095
Total for Cty Clerk Record Mgmt & Preservation								1,928,647.47	99.817	1,925,112.31	1,927,171.07	99.896	1,926,637.47	40		2.021	2.021
Cty Clerk Records Archive																	
TEXPOOL		LGIP	TexPool					1,458,691.20	100.000	1,458,691.20	1,458,691.20	100.000	1,458,691.20	1		1.995	1.995
912828SH4	03/01/18	TREAS NOTE	U.S. Treasury	1.375	02/28/19			500,000.00	99.293	496,464.84	498,523.60	99.598	497,990.00	151		2.095	2.095
Total for Cty Clerk Records Archive								1,958,691.20	99.820	1,955,156.04	1,957,214.80	99.898	1,956,681.20	39		2.021	2.021

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CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Debt Service Fund																	
TEXPRIME		LGIP	TexPool Prime					6,755,083.64	100.000	6,755,083.64	6,755,083.64	100.000	6,755,083.64	1		2.209	2.209
Total for Debt Service Fund								6,755,083.64	100.000	6,755,083.64	6,755,083.64	100.000	6,755,083.64	1		2.209	2.209
Future Environmental Liability																	
TEXPRIME		LGIP	TexPool Prime					341,313.50	100.000	341,313.50	341,313.50	100.000	341,313.50	1		2.209	2.209
912828WD8	12/01/17	TREAS NOTE	U.S. Treasury	1.250	10/31/18			1,525,000.00	99.648	1,519,638.67	1,524,520.88	99.934	1,523,993.50	31		1.639	1.639
Total for Future Environmental Liability								1,866,313.50	99.713	1,860,952.17	1,865,834.38	99.946	1,865,307.00	26		1.743	1.743
General Fund - Core Investments																	
23542JBD6	07/07/16	MUNICIPAL	Dallas Wtrwks & Swr	0.985	10/01/18			5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.000	5,000,000.00	1		0.985	0.985
89233HK52	06/08/18	CP - DISC	Toyota Mtr Cr		10/05/18			7,000,000.00	99.233	6,946,317.78	6,998,195.54	99.958	6,997,060.00	5		2.338	2.338
3133EFLY1	10/29/15	AGCY BULET	FFCB	0.930	10/29/18			5,000,000.00	99.874	4,993,680.00	4,999,834.15	99.894	4,994,700.00	29		0.973	0.973
3136G1KL2	05/25/17	AGCY CALL	FNMA	1.150	10/30/18	Expired	QRTLY	7,000,000.00	99.750	6,982,500.00	6,999,009.43	99.915	6,994,050.00	30		1.327	1.327
742651DG4	02/17/17	AGCY BULET	PEFCO	4.375	03/15/19			2,000,000.00	106.019	2,120,380.00	2,026,694.26	100.801	2,016,020.00	166		1.424	1.424
46640QQN4	06/29/18	CP - DISC	J.P.Morgan Sec		03/22/19			5,000,000.00	98.094	4,904,683.33	4,938,366.65	98.171	4,908,550.00	173		2.630	2.630
3133EGZK4	10/31/16	AGCY CALL	FFCB	1.070	04/24/19	Anytime	CONT	7,000,000.00	99.841	6,988,870.00	6,997,444.02	99.213	6,944,910.00	206	5	1.135	1.135
313379EE5	02/15/18	AGCY BULET	FHLB	1.625	06/14/19			5,000,000.00	99.353	4,967,650.00	4,982,841.10	99.372	4,968,600.00	257		2.120	2.120
3130A8Y72	05/16/18	AGCY BULET	FHLB	0.875	08/05/19			5,675,000.00	98.092	5,566,721.00	5,599,758.18	98.564	5,593,507.00	309		2.472	2.472
912828U32	07/16/18	TREAS NOTE	U.S. Treasury	1.000	11/15/19			2,000,000.00	98.023	1,960,468.75	1,966,609.94	98.148	1,962,960.00	411		2.518	2.518
3133EJRD3	06/12/18	AGCY BULET	FFCB	2.390	12/05/19			5,500,000.00	99.840	5,491,200.00	5,492,983.82	99.672	5,481,960.00	431		2.501	2.501
880591EV0	05/11/18	AGCY BULET	TVA	2.250	03/15/20			5,000,000.00	99.411	4,970,550.00	4,976,724.60	99.259	4,962,950.00	532		2.578	2.578
3135G0T86	11/09/17	AGCY CALL	FNMA	1.950	11/09/20	11/9/2018	QRTLY	5,000,000.00	99.930	4,996,500.00	4,997,522.50	98.017	4,900,850.00	771	40	1.974	1.974
Total for General Fund - Core Investments								66,175,000.00	99.575	65,889,520.86	65,975,984.19	99.325	65,726,117.00	238		1.895	1.895

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
General Fund - Liquid Investments																	
LOGIC		LGIP	LOGIC					37,470,751.37	100.000	37,470,751.37	37,470,751.37	100.000	37,470,751.37	1		2.211	2.211
TEXPOOL		LGIP	TexPool					2,498.89	100.000	2,498.89	2,498.89	100.000	2,498.89	1		1.995	1.995
TEXPRIME		LGIP	TexPool Prime					1,182,100.35	100.000	1,182,100.35	1,182,100.35	100.000	1,182,100.35	1		2.209	2.209
WF-CASH		BANK DEP	Wells Fargo					16,769,132.36	100.000	16,769,132.36	16,769,132.36	100.000	16,769,132.36	1		0.000	0.000
48306BL86	05/03/18	CP - DISC	Kaiser Foundation Hospital		11/08/18			7,000,000.00	98.740	6,911,800.00	6,982,266.69	99.724	6,980,680.00	39		2.431	2.431
9128282G4	09/21/18	TREAS NOTE	U.S. Treasury	0.875	09/15/19			7,000,000.00	98.332	6,883,242.19	6,886,500.88	98.348	6,884,360.00	350		2.604	2.604
Total for General Fund - Liquid Investments								69,424,482.97	99.707	69,219,525.16	69,293,250.54	99.808	69,289,522.97	40		1.737	1.737
LPPF																	
TEXPRIME		LGIP	TexPool Prime					16,554,805.38	100.000	16,554,805.38	16,554,805.38	100.000	16,554,805.38	1		2.209	2.209
Total for LPPF								16,554,805.38	100.000	16,554,805.38	16,554,805.38	100.000	16,554,805.38	1		2.209	2.209
Northwoods Rd Debt Service Fund																	
LOGIC		LGIP	LOGIC					23,235.94	100.000	23,235.94	23,235.94	100.000	23,235.94	1		2.211	2.211
Total for Northwoods Rd Debt Service Fund								23,235.94	100.000	23,235.94	23,235.94	100.000	23,235.94	1		2.211	2.211
Northwoods Rd Operating Fund																	
LOGIC		LGIP	LOGIC					34,350.74	100.000	34,350.74	34,350.74	100.000	34,350.74	1		2.211	2.211
Total for Northwoods Rd Operating Fund								34,350.74	100.000	34,350.74	34,350.74	100.000	34,350.74	1		2.211	2.211
Pass Toll Series 2009																	
TEXPRIME		LGIP	TexPool Prime					402,004.57	100.000	402,004.57	402,004.57	100.000	402,004.57	1		2.209	2.209
Total for Pass Toll Series 2009								402,004.57	100.000	402,004.57	402,004.57	100.000	402,004.57	1		2.209	2.209

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Passthrough Toll Reimb																	
LOGIC		LGIP	LOGIC					1,267,528.29	100.000	1,267,528.29	1,267,528.29	100.000	1,267,528.29	1		2.211	2.211
3130A9AE1	09/08/17	AGCY BULET	FHLB	0.875	10/01/18			8,615,000.00	99.571	8,578,041.65	8,615,000.00	100.000	8,615,000.00	1		1.282	1.282
4497W1LM6	03/01/18	CP - DISC	ING Funding		11/21/18			10,000,000.00	98.307	9,830,694.44	9,967,416.70	99.659	9,965,900.00	52		2.340	2.340
313376BR5	09/22/17	AGCY BULET	FHLB	1.750	12/14/18			3,600,000.00	100.451	3,616,254.00	3,602,702.34	99.903	3,596,508.00	75		1.377	1.377
3133EJBZ1	04/11/18	AGCY BULET	FFCB	2.000	05/08/19			8,000,000.00	99.799	7,983,920.00	7,990,938.40	99.715	7,977,200.00	220		2.190	2.190
3133X72S2	04/18/18	AGCY BULET	FHLB	5.375	05/15/19			6,000,000.00	103.316	6,198,960.00	6,115,711.08	101.773	6,106,380.00	227		2.234	2.234
3133EJLU1	05/02/18	AGCY BULET	FFCB	2.420	01/24/20			5,500,000.00	99.820	5,490,100.00	5,492,370.90	99.605	5,478,275.00	481		2.528	2.528
Total for Passthrough Toll Reimb								42,982,528.29	99.971	42,965,498.38	43,051,667.71	100.062	43,006,791.29	153		2.025	2.025
Pearson Place Debt Service Fund																	
LOGIC		LGIP	LOGIC					1,018,972.41	100.000	1,018,972.41	1,018,972.41	100.000	1,018,972.41	1		2.211	2.211
Total for Pearson Place Debt Service Fund								1,018,972.41	100.000	1,018,972.41	1,018,972.41	100.000	1,018,972.41	1		2.211	2.211
Pooled Funds																	
TEXPOOL		LGIP	TexPool					9,877,151.68	100.000	9,877,151.68	9,877,151.68	100.000	9,877,151.68	1		1.995	1.995
TEXPRIME		LGIP	TexPool Prime					9,613,150.72	100.000	9,613,150.72	9,613,150.72	100.000	9,613,150.72	1		2.209	2.209
Total for Pooled Funds								19,490,302.40	100.000	19,490,302.40	19,490,302.40	100.000	19,490,302.40	1		2.101	2.101

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Road and Bridge General																	
TEXPOOL		LGIP	TexPool					25,149.09	100.000	25,149.09	25,149.09	100.000	25,149.09	1		1.995	1.995
TEXPRIME		LGIP	TexPool Prime					2,132,151.98	100.000	2,132,151.98	2,132,151.98	100.000	2,132,151.98	1		2.209	2.209
89233HL93	02/12/18	CP - DISC	Toyota Mtr Cr		11/09/18			3,000,000.00	98.455	2,953,650.00	2,993,304.99	99.743	2,992,290.00	40		2.092	2.092
3133EJAU3	02/08/18	AGCY BULET	FFCB	1.920	04/29/19			3,000,000.00	99.889	2,996,658.00	2,998,400.61	99.685	2,990,550.00	211		2.013	2.013
3135G0G23	02/08/18	AGCY CALL	FNMA	1.300	04/29/19	10/29/2018	QRTLY	2,000,000.00	99.134	1,982,680.00	1,991,790.14	99.351	1,987,020.00	211	29	2.019	2.019
912828R44	05/24/18	TREAS NOTE	U.S. Treasury	0.875	05/15/19			3,000,000.00	98.574	2,957,226.56	2,972,626.02	99.016	2,970,480.00	227		2.362	2.362
3137EAEH8	07/16/18	AGCY BULET	FHLMC	1.375	08/15/19			6,000,000.00	98.849	5,930,940.00	5,944,177.86	98.961	5,937,660.00	319		2.460	2.460
912828U32	07/16/18	TREAS NOTE	U.S. Treasury	1.000	11/15/19			3,000,000.00	98.023	2,940,703.13	2,949,914.91	98.148	2,944,440.00	411		2.518	2.518
Total for Road and Bridge General								22,157,301.07	98.928	21,919,158.76	22,007,515.60	99.202	21,979,741.07	225		2.279	2.279
Tobacco Funds																	
TEXPRIME		LGIP	TexPool Prime					840,879.07	100.000	840,879.07	840,879.07	100.000	840,879.07	1		2.209	2.209
89233HM35	06/07/18	CP - DISC	Toyota Mtr Cr		12/03/18			1,000,000.00	98.822	988,215.83	995,852.50	99.607	996,070.00	64		2.398	2.398
313380FB8	06/08/18	AGCY BULET	FHLB	1.375	09/13/19			2,000,000.00	98.672	1,973,440.00	1,979,981.66	98.837	1,976,740.00	348		2.448	2.448
Total for Tobacco Funds								3,840,879.07	99.004	3,802,534.90	3,816,713.23	99.294	3,813,689.07	197		2.382	2.382
Unlimited Tax Road Bonds - Series 2007																	
TEXPRIME		LGIP	TexPool Prime					4,949,727.36	100.000	4,949,727.36	4,949,727.36	100.000	4,949,727.36	1		2.209	2.209
Total for Unlimited Tax Road Bonds - Series 2007								4,949,727.36	100.000	4,949,727.36	4,949,727.36	100.000	4,949,727.36	1		2.209	2.209
Total for Williamson County								456,900,534.67	99.643	455,254,067.76	456,058,025.71	99.677	455,410,831.42	142		2.040	2.040

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Change in Value
From 06/30/2018 to 09/30/2018

CUSIP	Security Type	Security Description	06/30/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/18 Book Value	06/30/18 Market Value	09/30/18 Market Value	Change in Mkt Value
2007 Park Limited -06											
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for 2007 Park Limited -06			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2008 TAN–COMPASS											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for 2008 TAN–COMPASS			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013 Park Bond											
LOGIC	LGIP	LOGIC	16,361,809.09	0.00	(5,723,511.47)	0.00	0.00	10,638,297.62	16,361,809.09	10,638,297.62	(5,723,511.47)
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	4,964,372.20	0.00	0.00	27,088.90	0.00	4,991,461.10	4,959,565.00	4,990,050.00	30,485.00
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	3,981,098.88	0.00	0.00	8,136.44	0.00	3,989,235.32	3,975,156.00	3,984,200.00	9,044.00
912828D23	TREAS NOTE	U.S. Treasury 1.625 04/30/19	0.00	4,972,656.25	0.00	7,081.35	0.00	4,979,737.60	0.00	4,976,150.00	4,976,150.00
Total for 2013 Park Bond			25,307,280.17	4,972,656.25	(5,723,511.47)	42,306.69	0.00	24,598,731.64	25,296,530.09	24,588,697.62	(707,832.47)

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Change in Value
From 06/30/2018 to 09/30/2018

CUSIP	Security Type	Security Description	06/30/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/18 Book Value	06/30/18 Market Value	09/30/18 Market Value	Change in Mkt Value
2013 Road Bond											
LOGIC	LGIP	LOGIC	61,219,894.76	0.00	(38,802,478.05)	0.00	0.00	22,417,416.71	61,219,894.76	22,417,416.71	(38,802,478.05)
46640QGL9	CP - DISC	J.P.Morgan Sec 0.000 07/20/18	1,998,226.66	0.00	(2,000,000.00)	1,773.34	0.00	0.00	1,997,674.00	0.00	(1,997,674.00)
912828QY9	TREAS NOTE	U.S. Treasury 2.250 07/31/18	5,003,901.95	0.00	(5,000,000.00)	(3,901.95)	0.00	0.00	5,001,690.00	0.00	(5,001,690.00)
46640QHX2	CP - DISC	J.P.Morgan Sec 0.000 08/31/18	4,685,266.82	0.00	(4,700,000.00)	14,733.18	0.00	0.00	4,638,806.00	0.00	(4,638,806.00)
3130ACYC2	AGCY BULET	FHLB 1.625 12/04/18	19,992,238.20	0.00	0.00	4,565.80	0.00	19,996,804.00	19,956,760.00	19,979,400.00	22,640.00
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	7,962,428.32	0.00	0.00	16,172.96	0.00	7,978,601.28	7,950,312.00	7,968,400.00	18,088.00
3133EHP23	AGCY BULET	FFCB 1.500 02/06/19	4,992,655.80	0.00	0.00	3,068.25	0.00	4,995,724.05	4,978,575.00	4,984,750.00	6,175.00
46640QPR6	CP - DISC	J.P.Morgan Sec 0.000 02/25/19	0.00	4,938,344.44	0.00	11,022.21	0.00	4,949,366.65	0.00	4,950,250.00	4,950,250.00
48306BQ57	CP - DISC	Kaiser Foundation Hospital 0.000 03/05/19	0.00	6,914,250.00	0.00	11,909.73	0.00	6,926,159.73	0.00	6,917,050.00	6,917,050.00
3133782M2	AGCY BULET	FHLB 1.500 03/08/19	15,967,963.70	0.00	0.00	11,623.88	0.00	15,979,587.58	15,918,880.00	15,940,960.00	22,080.00
3130ABKQ8	AGCY CALL	FHLB 1.500 06/28/19	19,601,482.59	0.00	0.00	18,446.30	0.00	19,619,928.89	19,503,650.43	19,521,338.25	17,687.82
3130A02T6	AGCY BULET	FHLB 2.375 09/13/19	5,504,622.20	0.00	0.00	(933.51)	0.00	5,503,688.69	5,497,019.00	5,484,270.00	(12,749.00)
3130ACM92	AGCY BULET	FHLB 1.500 10/21/19	0.00	9,885,500.00	0.00	10,829.10	0.00	9,896,329.10	0.00	9,879,800.00	9,879,800.00
912828LY4	TREAS NOTE	U.S. Treasury 3.375 11/15/19	0.00	10,098,437.50	0.00	(6,900.20)	0.00	10,091,537.30	0.00	10,073,000.00	10,073,000.00
3130ADXU1	AGCY BULET	FHLB 2.320 01/09/20	7,495,246.28	0.00	0.00	762.00	0.00	7,496,008.28	7,474,095.00	7,459,725.00	(14,370.00)
3130ADG22	AGCY CALL	FHLB 2.090 01/23/20	0.00	9,928,700.00	0.00	5,514.90	0.00	9,934,214.90	0.00	9,913,600.00	9,913,600.00
Total for 2013 Road Bond			**154,423,927.28**	**41,765,231.94**	**(50,502,478.05)**	**98,685.99**	**0.00**	**145,785,367.16**	**154,137,356.19**	**145,489,959.96**	**(8,647,396.23)**
2015 CO Bonds											
LOGIC	LGIP	LOGIC	4,111,265.81	8,522,091.37	(3,694,373.85)	0.00	0.00	8,938,983.33	4,111,265.81	8,938,983.33	4,827,717.52
89233HJU9	CP - DISC	Toyota Mtr Cr 0.000 09/28/18	7,963,806.64	0.00	(8,000,000.00)	36,193.36	0.00	0.00	7,955,232.00	0.00	(7,955,232.00)
4497W1L20	CP - DISC	ING Funding 0.000 11/02/18	6,949,366.69	0.00	0.00	37,566.62	0.00	6,986,933.31	6,940,661.00	6,984,740.00	44,079.00
912828P53	TREAS NOTE	U.S. Treasury 0.750 02/15/19	4,962,370.05	0.00	0.00	15,147.15	0.00	4,977,517.20	4,954,690.00	4,970,500.00	15,810.00
Total for 2015 CO Bonds			**23,986,809.19**	**8,522,091.37**	**(11,694,373.85)**	**88,907.13**	**0.00**	**20,903,433.84**	**23,961,848.81**	**20,894,223.33**	**(3,067,625.48)**
Combination Tax & Rev Series 2006 CO											
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for Combination Tax & Rev Series 2006 CO			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

CUSIP	Security Type	Security Description	06/30/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/18 Book Value	06/30/18 Market Value	09/30/18 Market Value	Change in Mkt Value
Conservation Fund											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	1,132,019.33	2,080.74	(47,828.00)	0.00	0.00	1,086,272.07	1,132,019.33	1,086,272.07	(45,747.26)
3130A8PK3	AGCY BULET	FHLB 0.625 08/07/18	1,499,322.62	0.00	(1,500,000.00)	677.38	0.00	0.00	1,498,012.50	0.00	(1,498,012.50)
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	992,874.44	0.00	0.00	5,417.78	0.00	998,292.22	991,913.00	998,010.00	6,097.00
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	0.00	1,476,435.00	0.00	3,420.89	0.00	1,479,855.89	0.00	1,478,460.00	1,478,460.00
Total for Conservation Fund			3,624,216.39	1,478,515.74	(1,547,828.00)	9,516.05	0.00	3,564,420.18	3,621,944.83	3,562,742.07	(59,202.76)
County Benefits Program											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	3,268,756.63	3,772.95	(1,190,290.65)	0.00	0.00	2,082,238.93	3,268,756.63	2,082,238.93	(1,186,517.70)
Total for County Benefits Program			3,268,756.63	3,772.95	(1,190,290.65)	0.00	0.00	2,082,238.93	3,268,756.63	2,082,238.93	(1,186,517.70)
Cty Clerk Record Mgmt & Preservation											
TEXPOOL	LGIP	TexPool	1,418,277.54	10,369.93	0.00	0.00	0.00	1,428,647.47	1,418,277.54	1,428,647.47	10,369.93
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	497,633.93	0.00	0.00	889.67	0.00	498,523.60	497,129.00	497,990.00	861.00
Total for Cty Clerk Record Mgmt & Preservation			1,915,911.47	10,369.93	0.00	889.67	0.00	1,927,171.07	1,915,406.54	1,926,637.47	11,230.93
Cty Clerk Records Archive											
TEXPOOL	LGIP	TexPool	1,448,175.23	10,515.97	0.00	0.00	0.00	1,458,691.20	1,448,175.23	1,458,691.20	10,515.97
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	497,633.93	0.00	0.00	889.67	0.00	498,523.60	497,129.00	497,990.00	861.00
Total for Cty Clerk Records Archive			1,945,809.16	10,515.97	0.00	889.67	0.00	1,957,214.80	1,945,304.23	1,956,681.20	11,376.97
Debt Service Fund											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	37,957,126.71	1,337,905.77	(32,539,948.84)	0.00	0.00	6,755,083.64	37,957,126.71	6,755,083.64	(31,202,043.07)
Total for Debt Service Fund			37,957,126.71	1,337,905.77	(32,539,948.84)	0.00	0.00	6,755,083.64	37,957,126.71	6,755,083.64	(31,202,043.07)

CUSIP	Security Type	Security Description	06/30/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/18 Book Value	06/30/18 Market Value	09/30/18 Market Value	Change in Mkt Value
Future Environmental Liability											
TEXPRIME	LGIP	TexPool Prime	339,441.31	1,872.19	0.00	0.00	0.00	341,313.50	339,441.31	341,313.50	1,872.19
912828WD8	TREAS NOTE	U.S. Treasury 1.250 10/31/18	1,523,051.57	0.00	0.00	1,469.31	0.00	1,524,520.88	1,521,128.03	1,523,993.50	2,865.47
Total for Future Environmental Liability			1,862,492.88	1,872.19	0.00	1,469.31	0.00	1,865,834.38	1,860,569.34	1,865,307.00	4,737.66
General Fund - Core Investments											
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	1,800,381.69	0.00	(1,800,000.00)	(381.69)	0.00	0.00	1,799,978.40	0.00	(1,799,978.40)
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	5,500,000.00	0.00	(5,500,000.00)	0.00	0.00	0.00	5,488,433.50	0.00	(5,488,433.50)
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,985,150.00	5,000,000.00	14,850.00
89233HK52	CP - DISC	Toyota Mtr Cr 0.000 10/05/18	6,956,693.31	0.00	0.00	41,502.23	0.00	6,998,195.54	6,957,335.00	6,997,060.00	39,725.00
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	4,999,301.10	0.00	0.00	533.05	0.00	4,999,834.15	4,981,650.00	4,994,700.00	13,050.00
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	6,995,935.10	0.00	0.00	3,074.33	0.00	6,999,009.43	6,978,461.00	6,994,050.00	15,589.00
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	2,041,258.38	0.00	0.00	(14,564.12)	0.00	2,026,694.26	2,028,536.00	2,016,020.00	(12,516.00)
46640QQN4	CP - DISC	J.P.Morgan Sec 0.000 03/22/19	4,905,400.00	0.00	0.00	32,966.65	0.00	4,938,366.65	4,903,835.00	4,908,550.00	4,715.00
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	6,996,316.46	0.00	0.00	1,127.56	0.00	6,997,444.02	6,921,446.00	6,944,910.00	23,464.00
313379EE5	AGCY BULET	FHLB 1.625 06/14/19	4,976,782.80	0.00	0.00	6,058.30	0.00	4,982,841.10	4,963,710.00	4,968,600.00	4,890.00
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	5,577,701.90	0.00	0.00	22,056.28	0.00	5,599,758.18	5,579,563.53	5,593,507.00	13,943.47
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	0.00	1,960,468.75	0.00	6,141.19	0.00	1,966,609.94	0.00	1,962,960.00	1,962,960.00
3133EJRD3	AGCY BULET	FFCB 2.390 12/05/19	5,491,510.97	0.00	0.00	1,472.85	0.00	5,492,983.82	5,491,073.50	5,481,960.00	(9,113.50)
880591EV0	AGCY BULET	TVA 2.250 03/15/20	4,972,756.95	0.00	0.00	3,967.65	0.00	4,976,724.60	4,970,255.00	4,962,950.00	(7,305.00)
3135G0T86	AGCY CALL	FNMA 1.950 11/09/20	4,997,235.15	0.00	0.00	287.35	0.00	4,997,522.50	4,913,710.00	4,900,850.00	(12,860.00)
Total for General Fund - Core Investments			71,211,273.81	1,960,468.75	(7,300,000.00)	104,241.63	0.00	65,975,984.19	70,963,136.93	65,726,117.00	(5,237,019.93)

CUSIP	Security Type	Security Description	06/30/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/18 Book Value	06/30/18 Market Value	09/30/18 Market Value	Change in Mkt Value
General Fund - Liquid Investments											
BBVA-WC	BANK DEP	BBVA Compass MM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LOGIC	LGIP	LOGIC	41,224,622.70	12,189,546.71	(15,943,418.04)	0.00	0.00	37,470,751.37	41,224,622.70	37,470,751.37	(3,753,871.33)
TEXPOOL	LGIP	TexPool	583.33	1,915.56	0.00	0.00	0.00	2,498.89	583.33	2,498.89	1,915.56
TEXPRIME	LGIP	TexPool Prime	650,574.68	890,230.22	(358,704.55)	0.00	0.00	1,182,100.35	650,574.68	1,182,100.35	531,525.67
USB-WC	BANK DEP	Union St Bk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WF-CASH	BANK DEP	Wells Fargo	852,475.24	27,238,174.31	(11,321,517.19)	0.00	0.00	16,769,132.36	852,475.24	16,769,132.36	15,916,657.12
4497W1GD2	CP - DISC	ING Funding 0.000 07/13/18	6,995,706.69	0.00	(7,000,000.00)	4,293.31	0.00	0.00	6,994,617.00	0.00	(6,994,617.00)
4497W1GL4	CP - DISC	ING Funding 0.000 07/20/18	6,993,313.04	0.00	(7,000,000.00)	6,686.96	0.00	0.00	6,991,817.00	0.00	(6,991,817.00)
4497W1HA7	CP - DISC	ING Funding 0.000 08/10/18	6,984,366.69	0.00	(7,000,000.00)	15,633.31	0.00	0.00	6,983,046.00	0.00	(6,983,046.00)
36960MHD8	CP - DISC	GE Co 0.000 08/13/18	4,985,965.30	0.00	(5,000,000.00)	14,034.70	0.00	0.00	4,987,315.00	0.00	(4,987,315.00)
912828K82	TREAS NOTE	U.S. Treasury 1.000 08/15/18	6,994,757.00	0.00	(7,000,000.00)	5,243.00	0.00	0.00	6,992,552.00	0.00	(6,992,552.00)
36164KJA0	CP - DISC	GE Capital Treasury 0.000 09/10/18	6,974,873.92	0.00	(7,000,000.00)	25,126.08	0.00	0.00	6,969,711.00	0.00	(6,969,711.00)
46640QJM4	CP - DISC	J.P.Morgan Sec 0.000 09/21/18	6,968,908.31	0.00	(7,000,000.00)	31,091.69	0.00	0.00	6,962,725.00	0.00	(6,962,725.00)
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
48306BL86	CP - DISC	Kaiser Foundation Hospital 0.000 11/08/18	6,939,333.31	0.00	0.00	42,933.38	0.00	6,982,266.69	6,933,577.00	6,980,680.00	47,103.00
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9128282G4	TREAS NOTE	U.S. Treasury 0.875 09/15/19	0.00	6,883,242.19	0.00	3,258.69	0.00	6,886,500.88	0.00	6,884,360.00	6,884,360.00
Total for General Fund - Liquid Investments			**96,565,480.21**	**47,203,108.99**	**(74,623,639.78)**	**148,301.12**	**0.00**	**69,293,250.54**	**96,543,615.95**	**69,289,522.97**	**(27,254,092.98)**
LPPF											
TEXPRIME	LGIP	TexPool Prime	1,375,123.07	15,179,682.31	0.00	0.00	0.00	16,554,805.38	1,375,123.07	16,554,805.38	15,179,682.31
Total for LPPF			**1,375,123.07**	**15,179,682.31**	**0.00**	**0.00**	**0.00**	**16,554,805.38**	**1,375,123.07**	**16,554,805.38**	**15,179,682.31**
Northwoods Rd Debt Service Fund											
LOGIC	LGIP	LOGIC	499,302.47	922.29	(476,988.82)	0.00	0.00	23,235.94	499,302.47	23,235.94	(476,066.53)
Total for Northwoods Rd Debt Service Fund			**499,302.47**	**922.29**	**(476,988.82)**	**0.00**	**0.00**	**23,235.94**	**499,302.47**	**23,235.94**	**(476,066.53)**

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Williamson County
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CUSIP	Security Type	Security Description	06/30/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/18 Book Value	06/30/18 Market Value	09/30/18 Market Value	Change in Mkt Value
Northwoods Rd Operating Fund											
LOGIC	LGIP	LOGIC	34,413.32	125.85	(188.43)	0.00	0.00	34,350.74	34,413.32	34,350.74	(62.58)
Total for Northwoods Rd Operating Fund			34,413.32	125.85	(188.43)	0.00	0.00	34,350.74	34,413.32	34,350.74	(62.58)
Pass Toll Series 2009											
TEXPRIME	LGIP	TexPool Prime	409,701.05	1,513.17	(9,209.65)	0.00	0.00	402,004.57	409,701.05	402,004.57	(7,696.48)
Total for Pass Toll Series 2009			409,701.05	1,513.17	(9,209.65)	0.00	0.00	402,004.57	409,701.05	402,004.57	(7,696.48)
Passthrough Toll Reimb											
LOGIC	LGIP	LOGIC	7,595,787.51	47,317.83	(6,375,577.05)	0.00	0.00	1,267,528.29	7,595,787.51	1,267,528.29	(6,328,259.22)
TEXSTAR	LGIP	TexSTAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130A9AE1	AGCY BULET	FHLB 0.875 10/01/18	8,606,287.13	0.00	0.00	8,712.87	0.00	8,615,000.00	8,590,292.18	8,615,000.00	24,707.82
4497W1LM6	CP - DISC	ING Funding 0.000 11/21/18	9,908,638.90	0.00	0.00	58,777.80	0.00	9,967,416.70	9,900,920.00	9,965,900.00	64,980.00
313376BR5	AGCY BULET	FHLB 1.750 12/14/18	3,606,034.00	0.00	0.00	(3,331.66)	0.00	3,602,702.34	3,592,616.40	3,596,508.00	3,891.60
3133EJBZ1	AGCY BULET	FFCB 2.000 05/08/19	7,987,213.92	0.00	0.00	3,724.48	0.00	7,990,938.40	7,977,728.00	7,977,200.00	(528.00)
3133X72S2	AGCY BULET	FHLB 5.375 05/15/19	6,161,788.50	0.00	0.00	(46,077.42)	0.00	6,115,711.08	6,154,740.00	6,106,380.00	(48,360.00)
3133EJLU1	AGCY BULET	FFCB 2.420 01/24/20	5,490,967.46	0.00	0.00	1,403.44	0.00	5,492,370.90	5,490,936.00	5,478,275.00	(12,661.00)
Total for Passthrough Toll Reimb			49,356,717.42	47,317.83	(6,375,577.05)	23,209.51	0.00	43,051,667.71	49,303,020.09	43,006,791.29	(6,296,228.80)
Pearson Place Construction Fund											
LOGIC	LGIP	LOGIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for Pearson Place Construction Fund			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pearson Place Debt Service Fund											
LOGIC	LGIP	LOGIC	1,166,901.23	3,618.11	(151,546.93)	0.00	0.00	1,018,972.41	1,166,901.23	1,018,972.41	(147,928.82)
Total for Pearson Place Debt Service Fund			1,166,901.23	3,618.11	(151,546.93)	0.00	0.00	1,018,972.41	1,166,901.23	1,018,972.41	(147,928.82)

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CUSIP	Security Type	Security Description	06/30/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/18 Book Value	06/30/18 Market Value	09/30/18 Market Value	Change In Mkt Value
Pooled Funds											
TEXPOOL	LGIP	TexPool	7,716,142.35	2,161,009.33	0.00	0.00	0.00	9,877,151.68	7,716,142.35	9,877,151.68	2,161,009.33
TEXPRIME	LGIP	TexPool Prime	11,218,274.00	891,698.16	(2,496,821.44)	0.00	0.00	9,613,150.72	11,218,274.00	9,613,150.72	(1,605,123.28)
Total for Pooled Funds			18,934,416.35	3,052,707.49	(2,496,821.44)	0.00	0.00	19,490,302.40	18,934,416.35	19,490,302.40	555,886.05
PTT I-35											
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for PTT I-35			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Road and Bridge General											
BBVA-WC	BANK DEP	BBVA Compass MM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPOOL	LGIP	TexPool	25,026.88	122.21	0.00	0.00	0.00	25,149.09	25,026.88	25,149.09	122.21
TEXPRIME	LGIP	TexPool Prime	11,955,373.08	56,218.14	(9,879,439.24)	0.00	0.00	2,132,151.98	11,955,373.08	2,132,151.98	(9,823,221.10)
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	5,001,113.70	0.00	(5,000,000.00)	(1,113.70)	0.00	0.00	4,999,940.00	0.00	(4,999,940.00)
89233HL93	CP - DISC	Toyota Mtr Cr 0.000 11/09/18	2,977,511.67	0.00	0.00	15,793.32	0.00	2,993,304.99	2,974,143.00	2,992,290.00	18,147.00
3133EJAU3	AGCY BULET	FFCB 1.920 04/29/19	2,997,714.54	0.00	0.00	686.07	0.00	2,998,400.61	2,990,307.00	2,990,550.00	243.00
3135G0G23	AGCY CALL	FNMA 1.300 04/29/19	1,988,268.56	0.00	0.00	3,521.58	0.00	1,991,790.14	1,982,734.00	1,987,020.00	4,286.00
912828R44	TREAS NOTE	U.S. Treasury 0.875 05/15/19	2,961,727.95	0.00	0.00	10,898.07	0.00	2,972,626.02	2,962,266.00	2,970,480.00	8,214.00
3137EAEH8	AGCY BULET	FHLMC 1.375 08/15/19	0.00	5,930,940.00	0.00	13,237.86	0.00	5,944,177.86	0.00	5,937,660.00	5,937,660.00
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	0.00	2,940,703.13	0.00	9,211.78	0.00	2,949,914.91	0.00	2,944,440.00	2,944,440.00
Total for Road and Bridge General			27,906,736.38	8,927,983.48	(14,879,439.24)	52,234.98	0.00	22,007,515.60	27,889,789.96	21,979,741.07	(5,910,048.89)
Tobacco Funds											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	1,205,932.49	4,454.01	(369,507.43)	0.00	0.00	840,879.07	1,205,932.49	840,879.07	(365,053.42)
89233HM35	CP - DISC	Toyota Mtr Cr 0.000 12/03/18	989,795.83	0.00	0.00	6,056.67	0.00	995,852.50	989,427.00	996,070.00	6,643.00
313380FB8	AGCY BULET	FHLB 1.375 09/13/19	1,974,770.32	0.00	0.00	5,211.34	0.00	1,979,981.66	1,975,880.00	1,976,740.00	860.00
Total for Tobacco Funds			4,170,498.64	4,454.01	(369,507.43)	11,268.01	0.00	3,816,713.23	4,171,239.49	3,813,689.07	(357,550.42)

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Williamson County
Change in Value
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CUSIP	Security Type	Security Description	06/30/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/18 Book Value	06/30/18 Market Value	09/30/18 Market Value	Change in Mkt Value
Unlimited Tax Road Bonds - Series 2007											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	5,602,757.81	16,483.20	(669,513.65)	0.00	0.00	4,949,727.36	5,602,757.81	4,949,727.36	(653,030.45)
Total for Unlimited Tax Road Bonds - Series 2007			5,602,757.81	16,483.20	(669,513.65)	0.00	0.00	4,949,727.36	5,602,757.81	4,949,727.36	(653,030.45)
Total for Williamson County			531,525,651.64	134,501,317.59	(210,550,863.28)	581,919.76	0.00	456,058,025.71	530,858,261.09	455,410,831.42	(75,447,429.67)

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Williamson County
Earned Income
From 06/30/2018 to 09/30/2018

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2007 Park Limited -06									
Total for 2007 Park Limited -06			0.00	0.00	0.00	0.00	0.00	0.00	0.00
2008 TAN–COMPASS									
Total for 2008 TAN–COMPASS			0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013 Park Bond									
LOGIC	LGIP	LOGIC	0.00	66,421.74	66,421.74	0.00	0.00	0.00	66,421.74
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	0.00	0.00	0.00	0.00	0.00	27,088.90	27,088.90
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	18,770.72	11,310.80	22,500.00	0.00	7,581.52	8,136.44	19,447.24
912828D23	TREAS NOTE	U.S. Treasury 1.625 04/30/19	0.00	16,559.10	0.00	(17,442.26)	34,001.36	7,081.35	23,640.45
Total for 2013 Park Bond			18,770.72	94,291.64	88,921.74	(17,442.26)	41,582.88	42,306.69	136,598.33

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2013 Road Bond									
LOGIC	LGIP	LOGIC	0.00	260,934.87	260,934.87	0.00	0.00	0.00	260,934.87
46640QGL9	CP - DISC	J.P.Morgan Sec 0.000 07/20/18	0.00	0.00	0.00	0.00	0.00	1,773.34	1,773.34
912828QY9	TREAS NOTE	U.S. Treasury 2.250 07/31/18	46,926.80	9,323.20	56,250.00	0.00	0.00	(3,901.95)	5,421.25
46640QHX2	CP - DISC	J.P.Morgan Sec 0.000 08/31/18	0.00	0.00	0.00	0.00	0.00	14,733.18	14,733.18
3130ACYC2	AGCY BULET	FHLB 1.625 12/04/18	24,375.00	81,250.00	0.00	0.00	105,625.00	4,565.80	85,815.80
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	37,541.44	22,621.60	45,000.00	0.00	15,163.04	16,172.96	38,794.56
3133EHP23	AGCY BULET	FFCB 1.500 02/06/19	30,208.33	18,750.00	37,500.00	0.00	11,458.33	3,068.25	21,818.25
46640QPR6	CP - DISC	J.P.Morgan Sec 0.000 02/25/19	0.00	0.00	0.00	0.00	0.00	11,022.21	11,022.21
48306BQ57	CP - DISC	Kaiser Foundation Hospital 0.000 03/05/19	0.00	0.00	0.00	0.00	0.00	11,909.73	11,909.73
3133782M2	AGCY BULET	FHLB 1.500 03/08/19	75,333.34	60,000.00	120,000.00	0.00	15,333.34	11,623.88	71,623.88
3130ABKQ8	AGCY CALL	FHLB 1.500 06/28/19	2,459.38	73,781.25	0.00	0.00	76,240.63	18,446.30	92,227.55
3130A02T6	AGCY BULET	FHLB 2.375 09/13/19	39,187.50	32,656.25	65,312.50	0.00	6,531.25	(933.51)	31,722.74
3130ACM92	AGCY BULET	FHLB 1.500 10/21/19	0.00	16,666.67	0.00	(50,000.00)	66,666.67	10,829.10	27,495.77
912828LY4	TREAS NOTE	U.S. Treasury 3.375 11/15/19	0.00	29,347.83	0.00	(98,131.79)	127,479.62	(6,900.20)	22,447.63
3130ADXU1	AGCY BULET	FHLB 2.320 01/09/20	39,633.33	43,500.00	43,500.00	0.00	39,633.33	762.00	44,262.00
3130ADG22	AGCY CALL	FHLB 2.090 01/23/20	0.00	23,222.22	0.00	(16,255.56)	39,477.78	5,514.90	28,737.12
Total for 2013 Road Bond			**295,665.12**	**672,053.89**	**628,497.37**	**(164,387.35)**	**503,608.99**	**98,685.99**	**770,739.88**
2015 CO Bonds									
LOGIC	LGIP	LOGIC	0.00	12,245.17	12,245.17	0.00	0.00	0.00	12,245.17
89233HJU9	CP - DISC	Toyota Mtr Cr 0.000 09/28/18	0.00	0.00	0.00	0.00	0.00	36,193.36	36,193.36
4497W1L20	CP - DISC	ING Funding 0.000 11/02/18	0.00	0.00	0.00	0.00	0.00	37,566.62	37,566.62
912828P53	TREAS NOTE	U.S. Treasury 0.750 02/15/19	14,088.40	9,451.00	18,750.00	0.00	4,789.40	15,147.15	24,598.15
Total for 2015 CO Bonds			**14,088.40**	**21,696.17**	**30,995.17**	**0.00**	**4,789.40**	**88,907.13**	**110,603.30**
Combination Tax & Rev Series 2006 CO									
Total for Combination Tax & Rev Series 2006 CO			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Conservation Fund									
TEXPRIME	LGIP	TexPool Prime	0.00	6,146.07	6,146.07	0.00	0.00	0.00	6,146.07
3130A8PK3	AGCY BULET	FHLB 0.625 08/07/18	3,750.00	937.50	4,687.50	0.00	0.00	677.38	1,614.88
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	0.00	0.00	0.00	0.00	0.00	5,417.78	5,417.78
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	0.00	1,895.84	0.00	(145.83)	2,041.67	3,420.89	5,316.73
Total for Conservation Fund			3,750.00	8,979.41	10,833.57	(145.83)	2,041.67	9,516.05	18,495.46
County Benefits Program									
TEXPRIME	LGIP	TexPool Prime	0.00	13,482.30	13,482.30	0.00	0.00	0.00	13,482.30
Total for County Benefits Program			0.00	13,482.30	13,482.30	0.00	0.00	0.00	13,482.30
Cty Clerk Record Mgmt & Preservation									
TEXPOOL	LGIP	TexPool	0.00	6,932.43	6,932.43	0.00	0.00	0.00	6,932.43
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	2,297.89	1,728.35	3,437.50	0.00	588.74	889.67	2,618.02
Total for Cty Clerk Record Mgmt & Preservation			2,297.89	8,660.78	10,369.93	0.00	588.74	889.67	9,550.45
Cty Clerk Records Archive									
TEXPOOL	LGIP	TexPool	0.00	7,078.47	7,078.47	0.00	0.00	0.00	7,078.47
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	2,297.89	1,728.35	3,437.50	0.00	588.74	889.67	2,618.02
Total for Cty Clerk Records Archive			2,297.89	8,806.82	10,515.97	0.00	588.74	889.67	9,696.49
Debt Service Fund									
TEXPRIME	LGIP	TexPool Prime	0.00	122,455.88	122,455.88	0.00	0.00	0.00	122,455.88
Total for Debt Service Fund			0.00	122,455.88	122,455.88	0.00	0.00	0.00	122,455.88

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Future Environmental Liability									
TEXPRIME	LGIP	TexPool Prime	0.00	1,872.19	1,872.19	0.00	0.00	0.00	1,872.19
912828WD8	TREAS NOTE	U.S. Treasury 1.250 10/31/18	3,211.62	4,765.62	0.00	0.00	7,977.24	1,469.31	6,234.93
Total for Future Environmental Liability			**3,211.62**	**6,637.81**	**1,872.19**	**0.00**	**7,977.24**	**1,469.31**	**8,107.12**
General Fund - Core Investments									
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	15,562.50	1,312.50	16,875.00	0.00	0.00	(381.69)	930.81
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	16,339.58	15,285.42	31,625.00	0.00	0.00	0.00	15,285.42
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	12,312.50	12,312.50	0.00	0.00	24,625.00	0.00	12,312.50
89233HK52	CP - DISC	Toyota Mtr Cr 0.000 10/05/18	0.00	0.00	0.00	0.00	0.00	41,502.23	41,502.23
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	8,008.33	11,625.00	0.00	0.00	19,633.33	533.05	12,158.05
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	13,640.28	20,125.00	0.00	0.00	33,765.28	3,074.33	23,199.33
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	25,763.89	21,875.00	43,750.00	0.00	3,888.89	(14,564.12)	7,310.88
46640QQN4	CP - DISC	J.P.Morgan Sec 0.000 03/22/19	0.00	0.00	0.00	0.00	0.00	32,966.65	32,966.65
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	13,939.72	18,725.00	0.00	0.00	32,664.72	1,127.56	19,852.56
313379EE5	AGCY BULET	FHLB 1.625 06/14/19	3,836.81	20,312.50	0.00	0.00	24,149.31	6,058.30	26,370.80
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	20,138.37	12,414.07	24,828.13	0.00	7,724.31	22,056.28	34,470.35
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	0.00	4,184.78	0.00	(3,369.57)	7,554.35	6,141.19	10,325.97
3133EJRD3	AGCY BULET	FFCB 2.390 12/05/19	9,493.61	32,862.50	0.00	0.00	42,356.11	1,472.85	34,335.35
880591EV0	AGCY BULET	TVA 2.250 03/15/20	35,312.50	28,125.00	58,437.50	0.00	5,000.00	3,967.65	32,092.65
3135G0T86	AGCY CALL	FNMA 1.950 11/09/20	14,083.33	24,375.00	0.00	0.00	38,458.33	287.35	24,662.35
Total for General Fund - Core Investments			**188,431.42**	**223,534.27**	**175,515.63**	**(3,369.57)**	**239,819.63**	**104,241.63**	**327,775.90**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
General Fund - Liquid Investments									
LOGIC	LGIP	LOGIC	0.00	231,569.44	231,569.44	0.00	0.00	0.00	231,569.44
TEXPOOL	LGIP	TexPool	0.00	8.93	8.93	0.00	0.00	0.00	8.93
TEXPRIME	LGIP	TexPool Prime	0.00	4,045.59	4,045.59	0.00	0.00	0.00	4,045.59
4497W1GD2	CP - DISC	ING Funding 0.000 07/13/18	0.00	0.00	0.00	0.00	0.00	4,293.31	4,293.31
4497W1GL4	CP - DISC	ING Funding 0.000 07/20/18	0.00	0.00	0.00	0.00	0.00	6,686.96	6,686.96
4497W1HA7	CP - DISC	ING Funding 0.000 08/10/18	0.00	0.00	0.00	0.00	0.00	15,633.31	15,633.31
36960MHD8	CP - DISC	GE Co 0.000 08/13/18	0.00	0.00	0.00	0.00	0.00	14,034.70	14,034.70
912828K82	TREAS NOTE	U.S. Treasury 1.000 08/15/18	26,298.34	8,701.66	35,000.00	0.00	0.00	5,243.00	13,944.66
36164KJA0	CP - DISC	GE Capital Treasury 0.000 09/10/18	0.00	0.00	0.00	0.00	0.00	25,126.08	25,126.08
46640QJM4	CP - DISC	J.P.Morgan Sec 0.000 09/21/18	0.00	0.00	0.00	0.00	0.00	31,091.69	31,091.69
48306BL86	CP - DISC	Kaiser Foundation Hospital 0.000 11/08/18	0.00	0.00	0.00	0.00	0.00	42,933.38	42,933.38
9128282G4	TREAS NOTE	U.S. Treasury 0.875 09/15/19	0.00	1,691.99	0.00	(1,015.19)	2,707.18	3,258.69	4,950.68
Total for General Fund - Liquid Investments			26,298.34	246,017.61	270,623.96	(1,015.19)	2,707.18	148,301.12	394,318.73
LPPF									
TEXPRIME	LGIP	TexPool Prime	0.00	40,102.74	40,102.74	0.00	0.00	0.00	40,102.74
Total for LPPF			0.00	40,102.74	40,102.74	0.00	0.00	0.00	40,102.74
Northwoods Rd Debt Service Fund									
LOGIC	LGIP	LOGIC	0.00	1,379.08	1,379.08	0.00	0.00	0.00	1,379.08
Total for Northwoods Rd Debt Service Fund			0.00	1,379.08	1,379.08	0.00	0.00	0.00	1,379.08
Northwoods Rd Operating Fund									
LOGIC	LGIP	LOGIC	0.00	189.42	189.42	0.00	0.00	0.00	189.42
Total for Northwoods Rd Operating Fund			0.00	189.42	189.42	0.00	0.00	0.00	189.42

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Pass Toll Series 2009									
TEXPRIME	LGIP	TexPool Prime	0.00	2,257.12	2,257.12	0.00	0.00	0.00	2,257.12
Total for Pass Toll Series 2009			0.00	2,257.12	2,257.12	0.00	0.00	0.00	2,257.12
Passthrough Toll Reimb									
LOGIC	LGIP	LOGIC	0.00	28,465.78	28,465.78	0.00	0.00	0.00	28,465.78
3130A9AE1	AGCY BULET	FHLB 0.875 10/01/18	18,845.31	18,845.32	0.00	0.00	37,690.63	8,712.87	27,558.19
4497W1LM6	CP - DISC	ING Funding 0.000 11/21/18	0.00	0.00	0.00	0.00	0.00	58,777.80	58,777.80
313376BR5	AGCY BULET	FHLB 1.750 12/14/18	2,975.00	15,750.00	0.00	0.00	18,725.00	(3,331.66)	12,418.34
3133EJBZ1	AGCY BULET	FFCB 2.000 05/08/19	23,555.56	40,000.00	0.00	0.00	63,555.56	3,724.48	43,724.48
3133X72S2	AGCY BULET	FHLB 5.375 05/15/19	41,208.33	80,625.00	0.00	0.00	121,833.33	(46,077.42)	34,547.58
3133EJLU1	AGCY BULET	FFCB 2.420 01/24/20	24,771.39	33,275.00	33,275.00	0.00	24,771.39	1,403.44	34,678.44
Total for Passthrough Toll Reimb			111,355.59	216,961.10	61,740.78	0.00	266,575.91	23,209.51	240,170.61
Pearson Place Construction Fund									
Total for Pearson Place Construction Fund			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pearson Place Debt Service Fund									
LOGIC	LGIP	LOGIC	0.00	6,007.18	6,007.18	0.00	0.00	0.00	6,007.18
Total for Pearson Place Debt Service Fund			0.00	6,007.18	6,007.18	0.00	0.00	0.00	6,007.18
Pooled Funds									
TEXPOOL	LGIP	TexPool	0.00	41,247.52	41,247.52	0.00	0.00	0.00	41,247.52
TEXPRIME	LGIP	TexPool Prime	0.00	56,847.98	56,847.98	0.00	0.00	0.00	56,847.98
Total for Pooled Funds			0.00	98,095.50	98,095.50	0.00	0.00	0.00	98,095.50

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Earned Income
From 06/30/2018 to 09/30/2018

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
PTT I-35									
Total for PTT I-35			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Road and Bridge General									
TEXPOOL	LGIP	TexPool	0.00	122.21	122.21	0.00	0.00	0.00	122.21
TEXPRIME	LGIP	TexPool Prime	0.00	46,830.55	46,830.55	0.00	0.00	0.00	46,830.55
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	43,229.17	3,645.83	46,875.00	0.00	0.00	(1,113.70)	2,532.13
89233HL93	CP - DISC	Toyota Mtr Cr 0.000 11/09/18	0.00	0.00	0.00	0.00	0.00	15,793.32	15,793.32
3133EJAU3	AGCY BULET	FFCB 1.920 04/29/19	9,920.00	14,400.00	0.00	0.00	24,320.00	686.07	15,086.07
3135G0G23	AGCY CALL	FNMA 1.300 04/29/19	4,477.78	6,500.00	0.00	0.00	10,977.78	3,521.58	10,021.58
912828R44	TREAS NOTE	U.S. Treasury 0.875 05/15/19	3,352.58	6,562.50	0.00	0.00	9,915.08	10,898.07	17,460.57
3137EAEH8	AGCY BULET	FHLMC 1.375 08/15/19	0.00	17,187.50	41,250.00	(34,604.17)	10,541.67	13,237.86	30,425.36
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	0.00	6,277.17	0.00	(5,054.35)	11,331.52	9,211.78	15,488.95
Total for Road and Bridge General			60,979.53	101,525.76	135,077.76	(39,658.52)	67,086.05	52,234.98	153,760.74
Tobacco Funds									
TEXPRIME	LGIP	TexPool Prime	0.00	6,196.58	6,196.58	0.00	0.00	0.00	6,196.58
89233HM35	CP - DISC	Toyota Mtr Cr 0.000 12/03/18	0.00	0.00	0.00	0.00	0.00	6,056.67	6,056.67
313380FB8	AGCY BULET	FHLB 1.375 09/13/19	8,250.00	6,875.00	13,750.00	0.00	1,375.00	5,211.34	12,086.34
Total for Tobacco Funds			8,250.00	13,071.58	19,946.58	0.00	1,375.00	11,268.01	24,339.59
Unlimited Tax Road Bonds - Series 2007									
TEXPRIME	LGIP	TexPool Prime	0.00	28,689.88	28,689.88	0.00	0.00	0.00	28,689.88
Total for Unlimited Tax Road Bonds - Series 2007			0.00	28,689.88	28,689.88	0.00	0.00	0.00	28,689.88
Total for Williamson County			735,396.52	1,934,895.94	1,757,569.75	(226,018.72)	1,138,741.43	581,919.76	2,516,815.70

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Investment Transactions
From 07/01/2018 to 09/30/2018

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
2013 Park Bond															
Purchases															
07/17/18	07/18/18	912828D23	TREAS NOTE	U.S. Treasury	1.625	04/30/19		5,000,000.00	99.453	4,972,656.25	17,442.26	4,990,098.51		2.330	2.330
Total for: Purchases								5,000,000.00		4,972,656.25	17,442.26	4,990,098.51		2.330	2.330
Income Payments															
07/31/18	07/31/18	912828V56	TREAS NOTE	U.S. Treasury	1.125	01/31/19				0.00	22,500.00	22,500.00			
Total for: Income Payments										0.00	22,500.00	22,500.00			
2013 Road Bond															
Maturities															
07/20/18	07/20/18	46640QGL9	CP - DISC	J.P.Morgan Sec		07/20/18		2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		1.701	
07/31/18	07/31/18	912828QY9	TREAS NOTE	U.S. Treasury	2.250	07/31/18		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		1.302	
08/31/18	08/31/18	46640QHX2	CP - DISC	J.P.Morgan Sec		08/31/18		4,700,000.00	100.000	4,700,000.00	0.00	4,700,000.00		1.876	
Total for: Maturities								11,700,000.00		11,700,000.00	0.00	11,700,000.00		1.601	
Purchases															
08/20/18	08/21/18	3130ADG22	AGCY CALL	FHLB	2.090	01/23/20	01/23/19	10,000,000.00	99.287	9,928,700.00	16,255.56	9,944,955.56		2.603	2.603
08/20/18	08/21/18	3130ACM92	AGCY BULET	FHLB	1.500	10/21/19		10,000,000.00	98.855	9,885,500.00	50,000.00	9,935,500.00		2.501	2.501
08/29/18	08/30/18	46640QPR6	CP - DISC	J.P.Morgan Sec		02/25/19		5,000,000.00	98.767	4,938,344.44	0.00	4,938,344.44		2.511	2.511
08/29/18	08/30/18	912828LY4	TREAS NOTE	U.S. Treasury	3.375	11/15/19		10,000,000.00	100.984	10,098,437.50	98,131.79	10,196,569.29		2.541	2.541
09/05/18	09/06/18	48306BQ57	CP - DISC	Kaiser Foundation Hospital		03/05/19		7,000,000.00	98.775	6,914,250.00	0.00	6,914,250.00		2.480	2.480
Total for: Purchases								42,000,000.00		41,765,231.94	164,387.35	41,929,619.29		2.533	2.533
Income Payments															
07/09/18	07/09/18	3130ADXU1	AGCY BULET	FHLB	2.320	01/09/20				0.00	43,500.00	43,500.00			
07/31/18	07/31/18	912828QY9	TREAS NOTE	U.S. Treasury	2.250	07/31/18				0.00	56,250.00	56,250.00			
07/31/18	07/31/18	912828V56	TREAS NOTE	U.S. Treasury	1.125	01/31/19				0.00	45,000.00	45,000.00			
08/06/18	08/06/18	3133EHP23	AGCY BULET	FFCB	1.500	02/06/19				0.00	37,500.00	37,500.00			
09/10/18	09/08/18	3133782M2	AGCY BULET	FHLB	1.500	03/08/19				0.00	45,000.00	45,000.00			
09/10/18	09/08/18	3133782M2	AGCY BULET	FHLB	1.500	03/08/19				0.00	21,337.50	21,337.50			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
2013 Road Bond															
Income Payments															
09/10/18	09/08/18	3133782M2	AGCY BULET	FHLB	1.500	03/08/19				0.00	53,662.50	53,662.50			
09/13/18	09/13/18	3130A02T6	AGCY BULET	FHLB	2.375	09/13/19				0.00	65,312.50	65,312.50			
Total for: Income Payments										0.00	367,562.50	367,562.50			
2015 CO Bonds															
Maturities															
09/28/18	09/28/18	89233HJU9	CP - DISC	Toyota Mtr Cr		09/28/18		8,000,000.00	100.000	8,000,000.00	0.00	8,000,000.00		1.855	
Total for: Maturities								8,000,000.00		8,000,000.00	0.00	8,000,000.00		1.855	
Income Payments															
08/15/18	08/15/18	912828P53	TREAS NOTE	U.S. Treasury	0.750	02/15/19				0.00	18,750.00	18,750.00			
Total for: Income Payments										0.00	18,750.00	18,750.00			
Conservation Fund															
Maturities															
08/07/18	08/07/18	3130A8PK3	AGCY BULET	FHLB	0.625	08/07/18		1,500,000.00	100.000	1,500,000.00	0.00	1,500,000.00		1.079	
Total for: Maturities								1,500,000.00		1,500,000.00	0.00	1,500,000.00		1.079	
Purchases															
08/08/18	08/09/18	3130A8Y72	AGCY BULET	FHLB	0.875	08/05/19		1,500,000.00	98.429	1,476,435.00	145.83	1,476,580.83		2.493	2.493
Total for: Purchases								1,500,000.00		1,476,435.00	145.83	1,476,580.83		2.493	2.493
Income Payments															
08/07/18	08/07/18	3130A8PK3	AGCY BULET	FHLB	0.625	08/07/18				0.00	4,687.50	4,687.50			
Total for: Income Payments										0.00	4,687.50	4,687.50			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Cty Clerk Record Mgmt & Preservation															
Income Payments															
08/31/18	08/31/18	912828SH4	TREAS NOTE	U.S. Treasury	1.375	02/28/19				0.00	3,437.50	3,437.50			
Total for: Income Payments										0.00	3,437.50	3,437.50			
Cty Clerk Records Archive															
Income Payments															
08/31/18	08/31/18	912828SH4	TREAS NOTE	U.S. Treasury	1.375	02/28/19				0.00	3,437.50	3,437.50			
Total for: Income Payments										0.00	3,437.50	3,437.50			
General Fund - Core Investments															
Maturities															
07/15/18	07/15/18	742651DS8	AGCY BULET	PEFCO	1.875	07/15/18		1,800,000.00	100.000	1,800,000.00	0.00	1,800,000.00		1.326	
09/28/18	09/28/18	3134G9NM5	AGCY CALL	FHLMC	1.150	09/28/18		5,500,000.00	100.000	5,500,000.00	0.00	5,500,000.00		1.150	
Total for: Maturities								7,300,000.00		7,300,000.00	0.00	7,300,000.00		1.194	
Purchases															
07/12/18	07/16/18	912828U32	TREAS NOTE	U.S. Treasury	1.000	11/15/19		2,000,000.00	98.023	1,960,468.75	3,369.57	1,963,838.32		2.518	2.518
Total for: Purchases								2,000,000.00		1,960,468.75	3,369.57	1,963,838.32		2.518	2.518
Income Payments															
07/16/18	07/15/18	742651DS8	AGCY BULET	PEFCO	1.875	07/15/18				0.00	16,875.00	16,875.00			
08/06/18	08/05/18	3130A8Y72	AGCY BULET	FHLB	0.875	08/05/19				0.00	24,828.13	24,828.13			
09/17/18	09/15/18	742651DG4	AGCY BULET	PEFCO	4.375	03/15/19				0.00	43,750.00	43,750.00			
09/17/18	09/15/18	880591EV0	AGCY BULET	TVA	2.250	03/15/20				0.00	58,437.50	58,437.50			
09/28/18	09/28/18	3134G9NM5	AGCY CALL	FHLMC	1.150	09/28/18				0.00	31,625.00	31,625.00			
Total for: Income Payments										0.00	175,515.63	175,515.63			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
General Fund - Liquid Investments															
Maturities															
07/13/18	07/13/18	4497W1GD2	CP - DISC	ING Funding		07/13/18		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.857	
07/20/18	07/20/18	4497W1GL4	CP - DISC	ING Funding		07/20/18		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.828	
08/10/18	08/10/18	4497W1HA7	CP - DISC	ING Funding		08/10/18		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		2.030	
08/13/18	08/13/18	36960MHD8	CP - DISC	GE Co		08/13/18		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		2.370	
08/15/18	08/15/18	912828K82	TREAS NOTE	U.S. Treasury	1.000	08/15/18		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.607	
09/10/18	09/10/18	36164KJA0	CP - DISC	GE Capital Treasury		09/10/18		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.845	
09/21/18	09/21/18	46640QJM4	CP - DISC	J.P.Morgan Sec		09/21/18		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.977	
Total for: Maturities								47,000,000.00		47,000,000.00	0.00	47,000,000.00		1.912	
Purchases															
09/20/18	09/21/18	9128282G4	TREAS NOTE	U.S. Treasury	0.875	09/15/19		7,000,000.00	98.332	6,883,242.19	1,015.19	6,884,257.38		2.604	2.604
Total for: Purchases								7,000,000.00		6,883,242.19	1,015.19	6,884,257.38		2.604	2.604
Income Payments															
08/15/18	08/15/18	912828K82	TREAS NOTE	U.S. Treasury	1.000	08/15/18				0.00	35,000.00	35,000.00			
Total for: Income Payments										0.00	35,000.00	35,000.00			
Passthrough Toll Reimb															
Income Payments															
07/24/18	07/24/18	3133EJLU1	AGCY BULET	FFCB	2.420	01/24/20				0.00	33,275.00	33,275.00			
Total for: Income Payments										0.00	33,275.00	33,275.00			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Road and Bridge General															
Maturities															
07/15/18	07/15/18	742651DS8	AGCY BULET	PEFCO	1.875	07/15/18		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		1.299	
Total for: Maturities								5,000,000.00		5,000,000.00	0.00	5,000,000.00		1.299	
Purchases															
07/12/18	07/16/18	912828U32	TREAS NOTE	U.S. Treasury	1.000	11/15/19		3,000,000.00	98.023	2,940,703.13	5,054.35	2,945,757.48		2.518	2.518
07/12/18	07/16/18	3137EAEH8	AGCY BULET	FHLMC	1.375	08/15/19		6,000,000.00	98.849	5,930,940.00	34,604.17	5,965,544.17		2.460	2.460
Total for: Purchases								9,000,000.00		8,871,643.13	39,658.52	8,911,301.65		2.480	2.480
Income Payments															
07/16/18	07/15/18	742651DS8	AGCY BULET	PEFCO	1.875	07/15/18				0.00	46,875.00	46,875.00			
08/15/18	08/15/18	3137EAEH8	AGCY BULET	FHLMC	1.375	08/15/19				0.00	41,250.00	41,250.00			
Total for: Income Payments										0.00	88,125.00	88,125.00			
Tobacco Funds															
Income Payments															
09/13/18	09/13/18	313380FB8	AGCY BULET	FHLB	1.375	09/13/19				0.00	13,750.00	13,750.00			
Total for: Income Payments										0.00	13,750.00	13,750.00			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW

Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Maturities	80,500,000.00	80,500,000.00		1.742	
Total Purchases	66,500,000.00	66,155,695.98		2.516	2.516
Total Income Payments	0.00	766,040.63			

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Amortization and Accretion
From 06/30/2018 to 09/30/2018

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
2013 Park Bond											
46640QKW0	02/05/18	CP - DISC	J.P.Morgan Sec 0.000 10/30/18		5,000,000.00	98.428	4,921,383.33	27,088.90	70,077.77	8,538.90	4,991,461.10
912828V56	02/05/18	TREAS NOTE	U.S. Treasury 1.125 01/31/19		4,000,000.00	99.203	3,968,125.00	8,136.44	21,110.32	10,764.68	3,989,235.32
912828D23	07/18/18	TREAS NOTE	U.S. Treasury 1.625 04/30/19		5,000,000.00	99.453	4,972,656.25	7,081.35	7,081.35	20,262.40	4,979,737.60
Total for 2013 Park Bond					14,000,000.00		13,862,164.58	42,306.69	98,269.44	39,565.98	13,960,434.02
2013 Road Bond											
46640QGL9	10/26/17	CP - DISC	J.P.Morgan Sec 0.000 07/20/18		0.00	98.754	0.00	1,773.34	0.00	0.00	0.00
912828QY9	07/07/17	TREAS NOTE	U.S. Treasury 2.250 07/31/18		0.00	101.000	0.00	(3,901.95)	0.00	0.00	0.00
46640QHX2	12/08/17	CP - DISC	J.P.Morgan Sec 0.000 08/31/18		0.00	98.633	0.00	14,733.18	0.00	0.00	0.00
3130ACYC2	12/08/17	AGCY BULET	FHLB 1.625 12/04/18		20,000,000.00	99.910	19,982,000.00	4,565.80	14,804.00	3,196.00	19,996,804.00
912828V56	02/01/18	TREAS NOTE	U.S. Treasury 1.125 01/31/19		8,000,000.00	99.199	7,935,937.50	16,172.96	42,663.78	21,398.72	7,978,601.28
3133EHP23	12/08/17	AGCY BULET	FFCB 1.500 02/06/19		5,000,000.00	99.716	4,985,800.00	3,068.25	9,924.05	4,275.95	4,995,724.05
46640QPR6	08/30/18	CP - DISC	J.P.Morgan Sec 0.000 02/25/19		5,000,000.00	98.767	4,938,344.44	11,022.21	11,022.21	50,633.35	4,949,366.65
48306BQ57	09/06/18	CP - DISC	Kaiser Foundation Hospital 0.000 03/05/19		7,000,000.00	98.775	6,914,250.00	11,909.73	11,909.73	73,840.27	6,926,159.73
3133782M2	12/08/17	AGCY BULET	FHLB 1.500 03/08/19		16,000,000.00	99.621	15,942,600.00	11,623.88	36,987.58	20,412.42	15,979,587.58
3130ABKQ8	12/18/17	AGCY CALL	FHLB 1.500 06/28/19	12/28/18	19,675,000.00	99.427	19,562,262.25	18,446.30	57,666.64	55,071.11	19,619,928.89
3130A02T6	04/11/18	AGCY BULET	FHLB 2.375 09/13/19		5,500,000.00	100.099	5,505,445.00	(933.51)	(1,756.31)	(3,688.69)	5,503,688.69
3130ACM92	08/21/18	AGCY BULET	FHLB 1.500 10/21/19		10,000,000.00	98.855	9,885,500.00	10,829.10	10,829.10	103,670.90	9,896,329.10
912828LY4	08/30/18	TREAS NOTE	U.S. Treasury 3.375 11/15/19		10,000,000.00	100.984	10,098,437.50	(6,900.20)	(6,900.20)	(91,537.30)	10,091,537.30
3130ADXU1	04/11/18	AGCY BULET	FHLB 2.320 01/09/20		7,500,000.00	99.929	7,494,675.00	762.00	1,333.28	3,991.72	7,496,008.28
3130ADG22	08/21/18	AGCY CALL	FHLB 2.090 01/23/20	01/23/19	10,000,000.00	99.287	9,928,700.00	5,514.90	5,514.90	65,785.10	9,934,214.90
Total for 2013 Road Bond					123,675,000.00		123,173,951.69	98,685.99	193,998.76	307,049.55	123,367,950.45
2015 CO Bonds											
89233HJU9	01/03/18	CP - DISC	Toyota Mtr Cr 0.000 09/28/18		0.00	98.638	0.00	36,193.36	0.00	0.00	0.00
4497W1L20	02/05/18	CP - DISC	ING Funding 0.000 11/02/18		7,000,000.00	98.425	6,889,750.00	37,566.62	97,183.31	13,066.69	6,986,933.31
912828P53	02/05/18	TREAS NOTE	U.S. Treasury 0.750 02/15/19		5,000,000.00	98.766	4,938,281.25	15,147.15	39,235.95	22,482.80	4,977,517.20
Total for 2015 CO Bonds					12,000,000.00		11,828,031.25	88,907.13	136,419.26	35,549.49	11,964,450.51

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Amortization and Accretion
From 06/30/2018 to 09/30/2018

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Conservation Fund											
3130A8PK3	02/06/17	AGCY BULET	FHLB 0.625 08/07/18		0.00	99.325	0.00	677.38	0.00	0.00	0.00
46640QKW0	02/06/18	CP - DISC	J.P.Morgan Sec 0.000 10/30/18		1,000,000.00	98.434	984,335.56	5,417.78	13,956.66	1,707.78	998,292.22
3130A8Y72	08/09/18	AGCY BULET	FHLB 0.875 08/05/19		1,500,000.00	98.429	1,476,435.00	3,420.89	3,420.89	20,144.11	1,479,855.89
Total for Conservation Fund					2,500,000.00		2,460,770.56	9,516.05	17,377.55	21,851.89	2,478,148.11
Cty Clerk Record Mgmt & Preservation											
912828SH4	03/01/18	TREAS NOTE	U.S. Treasury 1.375 02/28/19		500,000.00	99.293	496,464.84	889.67	2,058.76	1,476.40	498,523.60
Total for Cty Clerk Record Mgmt & Preservation					500,000.00		496,464.84	889.67	2,058.76	1,476.40	498,523.60
Cty Clerk Records Archive											
912828SH4	03/01/18	TREAS NOTE	U.S. Treasury 1.375 02/28/19		500,000.00	99.293	496,464.84	889.67	2,058.76	1,476.40	498,523.60
Total for Cty Clerk Records Archive					500,000.00		496,464.84	889.67	2,058.76	1,476.40	498,523.60
Future Environmental Liability											
912828WD8	12/01/17	TREAS NOTE	U.S. Treasury 1.250 10/31/18		1,525,000.00	99.648	1,519,638.67	1,469.31	4,882.21	479.12	1,524,520.88
Total for Future Environmental Liability					1,525,000.00		1,519,638.67	1,469.31	4,882.21	479.12	1,524,520.88

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Amortization and Accretion
From 06/30/2018 to 09/30/2018

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
General Fund - Core Investments											
742651DS8	06/28/17	AGCY BULET	PEFCO 1.875 07/15/18		0.00	100.569	0.00	(381.69)	0.00	0.00	0.00
3134G9NM5	06/28/16	AGCY CALL	FHLMC 1.150 09/28/18		0.00	100.000	0.00	0.00	0.00	0.00	0.00
23542JBD6	07/07/16	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18		5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
89233HK52	06/08/18	CP - DISC	Toyota Mtr Cr 0.000 10/05/18		7,000,000.00	99.233	6,946,317.78	41,502.23	51,877.76	1,804.46	6,998,195.54
3133EFLY1	10/29/15	AGCY BULET	FFCB 0.930 10/29/18		5,000,000.00	99.874	4,993,680.00	533.05	6,154.15	165.85	4,999,834.15
3136G1KL2	05/25/17	AGCY CALL	FNMA 1.150 10/30/18	07/30/18	7,000,000.00	99.750	6,982,500.00	3,074.33	16,509.43	990.57	6,999,009.43
742651DG4	02/17/17	AGCY BULET	PEFCO 4.375 03/15/19		2,000,000.00	106.019	2,120,380.00	(14,564.12)	(93,685.74)	(26,694.26)	2,026,694.26
46640QQN4	06/29/18	CP - DISC	J.P.Morgan Sec 0.000 03/22/19		5,000,000.00	98.094	4,904,683.33	32,966.65	33,683.32	61,633.35	4,938,366.65
3133EGZK4	10/31/16	AGCY CALL	FFCB 1.070 04/24/19		7,000,000.00	99.841	6,988,870.00	1,127.56	8,574.02	2,555.98	6,997,444.02
313379EE5	02/15/18	AGCY BULET	FHLB 1.625 06/14/19		5,000,000.00	99.353	4,967,650.00	6,058.30	15,191.10	17,158.90	4,982,841.10
3130A8Y72	05/16/18	AGCY BULET	FHLB 0.875 08/05/19		5,675,000.00	98.092	5,566,721.00	22,056.28	33,037.18	75,241.82	5,599,758.18
912828U32	07/16/18	TREAS NOTE	U.S. Treasury 1.000 11/15/19		2,000,000.00	98.023	1,960,468.75	6,141.19	6,141.19	33,390.06	1,966,609.94
3133EJRD3	06/12/18	AGCY BULET	FFCB 2.390 12/05/19		5,500,000.00	99.840	5,491,200.00	1,472.85	1,783.82	7,016.18	5,492,983.82
880591EV0	05/11/18	AGCY BULET	TVA 2.250 03/15/20		5,000,000.00	99.411	4,970,550.00	3,967.65	6,174.60	23,275.40	4,976,724.60
3135G0T86	11/09/17	AGCY CALL	FNMA 1.950 11/09/20	11/09/18	5,000,000.00	99.930	4,996,500.00	287.35	1,022.50	2,477.50	4,997,522.50
Total for General Fund - Core Investments					**66,175,000.00**		**65,889,520.86**	**104,241.63**	**86,463.33**	**199,015.81**	**65,975,984.19**

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Amortization and Accretion
From 06/30/2018 to 09/30/2018

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
General Fund - Liquid Investments											
4497W1GD2	01/12/18	CP - DISC	ING Funding 0.000 07/13/18		0.00	99.070	0.00	4,293.31	0.00	0.00	0.00
4497W1GL4	01/08/18	CP - DISC	ING Funding 0.000 07/20/18		0.00	99.030	0.00	6,686.96	0.00	0.00	0.00
4497W1HA7	02/13/18	CP - DISC	ING Funding 0.000 08/10/18		0.00	99.006	0.00	15,633.31	0.00	0.00	0.00
36960MHD8	04/05/18	CP - DISC	GE Co 0.000 08/13/18		0.00	99.151	0.00	14,034.70	0.00	0.00	0.00
912828K82	12/20/17	TREAS NOTE	U.S. Treasury 1.000 08/15/18		0.00	99.605	0.00	5,243.00	0.00	0.00	0.00
36164KJA0	12/20/17	CP - DISC	GE Capital Treasury 0.000 09/10/18		0.00	98.665	0.00	25,126.08	0.00	0.00	0.00
46640QJM4	01/08/18	CP - DISC	J.P.Morgan Sec 0.000 09/21/18		0.00	98.613	0.00	31,091.69	0.00	0.00	0.00
3133EFLY1	10/29/15	AGCY BULET	FFCB 0.930 10/29/18		0.00	99.874	0.00	0.00	0.00	0.00	0.00
3136G1KL2	05/25/17	AGCY CALL	FNMA 1.150 10/30/18	07/30/18	0.00	99.750	0.00	0.00	0.00	0.00	0.00
48306BL86	05/03/18	CP - DISC	Kaiser Foundation Hospital 0.000 11/08/18		7,000,000.00	98.740	6,911,800.00	42,933.38	70,466.69	17,733.31	6,982,266.69
3133EGZK4	10/31/16	AGCY CALL	FFCB 1.070 04/24/19		0.00	99.841	0.00	0.00	0.00	0.00	0.00
9128282G4	09/21/18	TREAS NOTE	U.S. Treasury 0.875 09/15/19		7,000,000.00	98.332	6,883,242.19	3,258.69	3,258.69	113,499.12	6,886,500.88
Total for General Fund - Liquid Investments					**14,000,000.00**		**13,795,042.19**	**148,301.12**	**73,725.38**	**131,232.43**	**13,868,767.57**
Passthrough Toll Reimb											
3130A9AE1	09/08/17	AGCY BULET	FHLB 0.875 10/01/18		8,615,000.00	99.571	8,578,041.65	8,712.87	36,958.35	0.00	8,615,000.00
4497W1LM6	03/01/18	CP - DISC	ING Funding 0.000 11/21/18		10,000,000.00	98.307	9,830,694.44	58,777.80	136,722.26	32,583.30	9,967,416.70
313376BR5	09/22/17	AGCY BULET	FHLB 1.750 12/14/18		3,600,000.00	100.451	3,616,254.00	(3,331.66)	(13,551.66)	(2,702.34)	3,602,702.34
3133EJBZ1	04/11/18	AGCY BULET	FFCB 2.000 05/08/19		8,000,000.00	99.799	7,983,920.00	3,724.48	7,018.40	9,061.60	7,990,938.40
3133X72S2	04/18/18	AGCY BULET	FHLB 5.375 05/15/19		6,000,000.00	103.316	6,198,960.00	(46,077.42)	(83,248.92)	(115,711.08)	6,115,711.08
3133EJLU1	05/02/18	AGCY BULET	FFCB 2.420 01/24/20		5,500,000.00	99.820	5,490,100.00	1,403.44	2,270.90	7,629.10	5,492,370.90
Total for Passthrough Toll Reimb					**41,715,000.00**		**41,697,970.09**	**23,209.51**	**86,169.33**	**(69,139.42)**	**41,784,139.42**

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Amortization and Accretion
From 06/30/2018 to 09/30/2018

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Road and Bridge General											
742651DS8	07/25/17	AGCY BULET	PEFCO 1.875 07/15/18		0.00	100.555	0.00	(1,113.70)	0.00	0.00	0.00
89233HL93	02/12/18	CP - DISC	Toyota Mtr Cr 0.000 11/09/18		3,000,000.00	98.455	2,953,650.00	15,793.32	39,654.99	6,695.01	2,993,304.99
3133EJAU3	02/08/18	AGCY BULET	FFCB 1.920 04/29/19		3,000,000.00	99.889	2,996,658.00	686.07	1,742.61	1,599.39	2,998,400.61
3135G0G23	02/08/18	AGCY CALL	FNMA 1.300 04/29/19	10/29/18	2,000,000.00	99.134	1,982,680.00	3,521.58	9,110.14	8,209.86	1,991,790.14
912828R44	05/24/18	TREAS NOTE	U.S. Treasury 0.875 05/15/19		3,000,000.00	98.574	2,957,226.56	10,898.07	15,399.46	27,373.98	2,972,626.02
3137EAEH8	07/16/18	AGCY BULET	FHLMC 1.375 08/15/19		6,000,000.00	98.849	5,930,940.00	13,237.86	13,237.86	55,822.14	5,944,177.86
912828U32	07/16/18	TREAS NOTE	U.S. Treasury 1.000 11/15/19		3,000,000.00	98.023	2,940,703.13	9,211.78	9,211.78	50,085.09	2,949,914.91
Total for Road and Bridge General					20,000,000.00		19,761,857.69	52,234.98	88,356.84	149,785.47	19,850,214.53
Tobacco Funds											
89233HM35	06/07/18	CP - DISC	Toyota Mtr Cr 0.000 12/03/18		1,000,000.00	98.822	988,215.83	6,056.67	7,636.67	4,147.50	995,852.50
313380FB8	06/08/18	AGCY BULET	FHLB 1.375 09/13/19		2,000,000.00	98.672	1,973,440.00	5,211.34	6,541.66	20,018.34	1,979,981.66
Total for Tobacco Funds					3,000,000.00		2,961,655.83	11,268.01	14,178.33	24,165.84	2,975,834.16
Total for Williamson County					299,590,000.00		297,943,533.09	581,919.76	803,957.95	842,508.96	298,747,491.04

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Projected Cash Flows
Cash Flows for next 180 days from 09/30/2018

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
2013 Park Bond						
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	10/30/18	0.00	5,000,000.00	5,000,000.00
912828D23	TREAS NOTE	U.S. Treasury 1.625 04/30/19	10/31/18	40,625.00	0.00	40,625.00
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	01/31/19	22,500.00	4,000,000.00	4,022,500.00
Total for 2013 Park Bond				**63,125.00**	**9,000,000.00**	**9,063,125.00**
2013 Road Bond						
3130ACM92	AGCY BULET	FHLB 1.500 10/21/19	10/21/18	75,000.00	0.00	75,000.00
912828LY4	TREAS NOTE	U.S. Treasury 3.375 11/15/19	11/15/18	168,750.00	0.00	168,750.00
3130ACYC2	AGCY BULET	FHLB 1.625 12/04/18	12/04/18	162,500.00	20,000,000.00	20,162,500.00
3130ABKQ8	AGCY CALL	FHLB 1.500 06/28/19	12/28/18	147,562.50	0.00	147,562.50
3130ADXU1	AGCY BULET	FHLB 2.320 01/09/20	01/09/19	87,000.00	0.00	87,000.00
3130ADG22	AGCY CALL	FHLB 2.090 01/23/20	01/23/19	104,500.00	0.00	104,500.00
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	01/31/19	45,000.00	8,000,000.00	8,045,000.00
3133EHP23	AGCY BULET	FFCB 1.500 02/06/19	02/06/19	37,500.00	5,000,000.00	5,037,500.00
46640QPR6	CP - DISC	J.P.Morgan Sec 0.000 02/25/19	02/25/19	0.00	5,000,000.00	5,000,000.00
48306BQ57	CP - DISC	Kaiser Foundation Hospital 0.000 03/05/19	03/05/19	0.00	7,000,000.00	7,000,000.00
3133782M2	AGCY BULET	FHLB 1.500 03/08/19	03/08/19	120,000.00	16,000,000.00	16,120,000.00
3130A02T6	AGCY BULET	FHLB 2.375 09/13/19	03/13/19	65,312.50	0.00	65,312.50
Total for 2013 Road Bond				**1,013,125.00**	**61,000,000.00**	**62,013,125.00**
2015 CO Bonds						
4497W1L20	CP - DISC	ING Funding 0.000 11/02/18	11/02/18	0.00	7,000,000.00	7,000,000.00
912828P53	TREAS NOTE	U.S. Treasury 0.750 02/15/19	02/15/19	18,750.00	5,000,000.00	5,018,750.00
Total for 2015 CO Bonds				**18,750.00**	**12,000,000.00**	**12,018,750.00**
Conservation Fund						
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	10/30/18	0.00	1,000,000.00	1,000,000.00
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	02/05/19	6,562.50	0.00	6,562.50
Total for Conservation Fund				**6,562.50**	**1,000,000.00**	**1,006,562.50**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Cty Clerk Record Mgmt & Preservation						
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	02/28/19	3,437.50	500,000.00	503,437.50
Total for Cty Clerk Record Mgmt & Preservation				3,437.50	500,000.00	503,437.50
Cty Clerk Records Archive						
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	02/28/19	3,437.50	500,000.00	503,437.50
Total for Cty Clerk Records Archive				3,437.50	500,000.00	503,437.50
Future Environmental Liability						
912828WD8	TREAS NOTE	U.S. Treasury 1.250 10/31/18	10/31/18	9,531.25	1,525,000.00	1,534,531.25
Total for Future Environmental Liability				9,531.25	1,525,000.00	1,534,531.25
General Fund - Core Investments						
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	10/01/18	24,625.00	5,000,000.00	5,024,625.00
89233HK52	CP - DISC	Toyota Mtr Cr 0.000 10/05/18	10/05/18	0.00	7,000,000.00	7,000,000.00
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	10/24/18	37,450.00	0.00	37,450.00
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	10/29/18	23,250.00	5,000,000.00	5,023,250.00
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	10/30/18	40,250.00	7,000,000.00	7,040,250.00
3135G0T86	AGCY CALL	FNMA 1.950 11/09/20	11/09/18	48,750.00	0.00	48,750.00
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	11/15/18	10,000.00	0.00	10,000.00
3133EJRD3	AGCY BULET	FFCB 2.390 12/05/19	12/05/18	65,725.00	0.00	65,725.00
313379EE5	AGCY BULET	FHLB 1.625 06/14/19	12/14/18	40,625.00	0.00	40,625.00
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	02/05/19	24,828.12	0.00	24,828.12
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	03/15/19	43,750.00	2,000,000.00	2,043,750.00
880591EV0	AGCY BULET	TVA 2.250 03/15/20	03/15/19	56,250.00	0.00	56,250.00
3133EJZZ5	AGCY CALL	FFCB 3.030 09/20/21	03/20/19	75,750.00	0.00	75,750.00
46640QQN4	CP - DISC	J.P.Morgan Sec 0.000 03/22/19	03/22/19	0.00	5,000,000.00	5,000,000.00
Total for General Fund - Core Investments				491,253.12	31,000,000.00	31,491,253.12

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
General Fund - Liquid Investments						
48306BL86	CP - DISC	Kaiser Foundation Hospital 0.000 11/08/18	11/08/18	0.00	7,000,000.00	7,000,000.00
9128282G4	TREAS NOTE	U.S. Treasury 0.875 09/15/19	03/15/19	30,625.00	0.00	30,625.00
Total for General Fund - Liquid Investments				30,625.00	7,000,000.00	7,030,625.00
Passthrough Toll Reimb						
3130A9AE1	AGCY BULET	FHLB 0.875 10/01/18	10/01/18	37,690.62	8,615,000.00	8,652,690.62
912828TV2	TREAS NOTE	U.S. Treasury 1.250 10/31/19	10/31/18	53,750.00	0.00	53,750.00
3133EJBZ1	AGCY BULET	FFCB 2.000 05/08/19	11/08/18	80,000.00	0.00	80,000.00
3133X72S2	AGCY BULET	FHLB 5.375 05/15/19	11/15/18	161,250.00	0.00	161,250.00
4497W1LM6	CP - DISC	ING Funding 0.000 11/21/18	11/21/18	0.00	10,000,000.00	10,000,000.00
313376BR5	AGCY BULET	FHLB 1.750 12/14/18	12/14/18	31,500.00	3,600,000.00	3,631,500.00
3133EJLU1	AGCY BULET	FFCB 2.420 01/24/20	01/24/19	66,550.00	0.00	66,550.00
Total for Passthrough Toll Reimb				430,740.62	22,215,000.00	22,645,740.62
Road and Bridge General						
3133EJAU3	AGCY BULET	FFCB 1.920 04/29/19	10/29/18	28,800.00	0.00	28,800.00
3135G0G23	AGCY CALL	FNMA 1.300 04/29/19	10/29/18	13,000.00	0.00	13,000.00
89233HL93	CP - DISC	Toyota Mtr Cr 0.000 11/09/18	11/09/18	0.00	3,000,000.00	3,000,000.00
912828R44	TREAS NOTE	U.S. Treasury 0.875 05/15/19	11/15/18	13,125.00	0.00	13,125.00
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	11/15/18	15,000.00	0.00	15,000.00
3137EAEH8	AGCY BULET	FHLMC 1.375 08/15/19	02/15/19	41,250.00	0.00	41,250.00
Total for Road and Bridge General				111,175.00	3,000,000.00	3,111,175.00
Tobacco Funds						
89233HM35	CP - DISC	Toyota Mtr Cr 0.000 12/03/18	12/03/18	0.00	1,000,000.00	1,000,000.00
313380FB8	AGCY BULET	FHLB 1.375 09/13/19	03/13/19	13,750.00	0.00	13,750.00
Total for Tobacco Funds				13,750.00	1,000,000.00	1,013,750.00

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A Hilltop Holdings Company

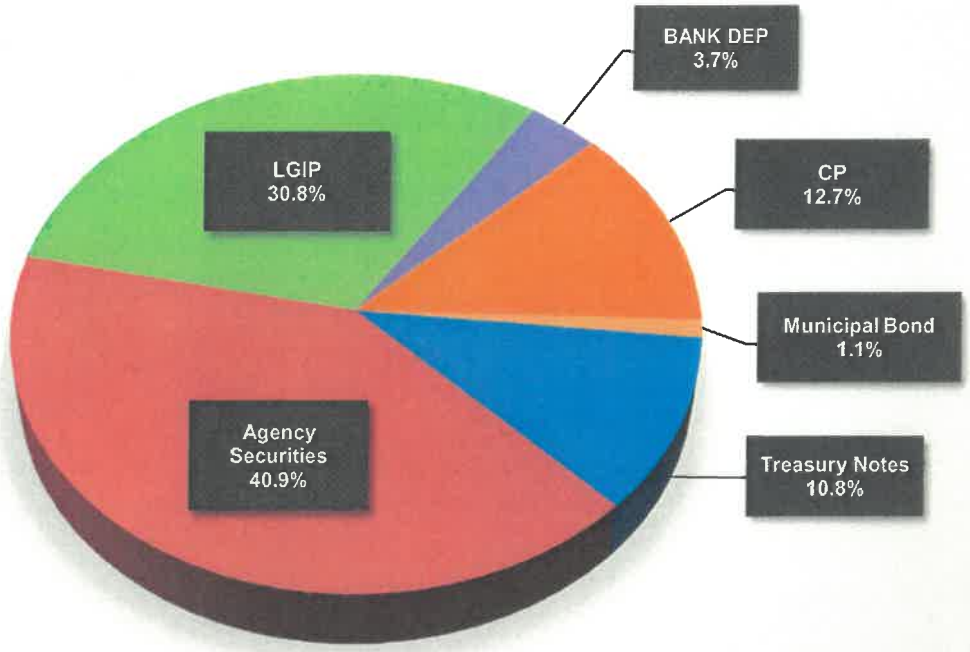
Williamson County

Projected Cash Flows

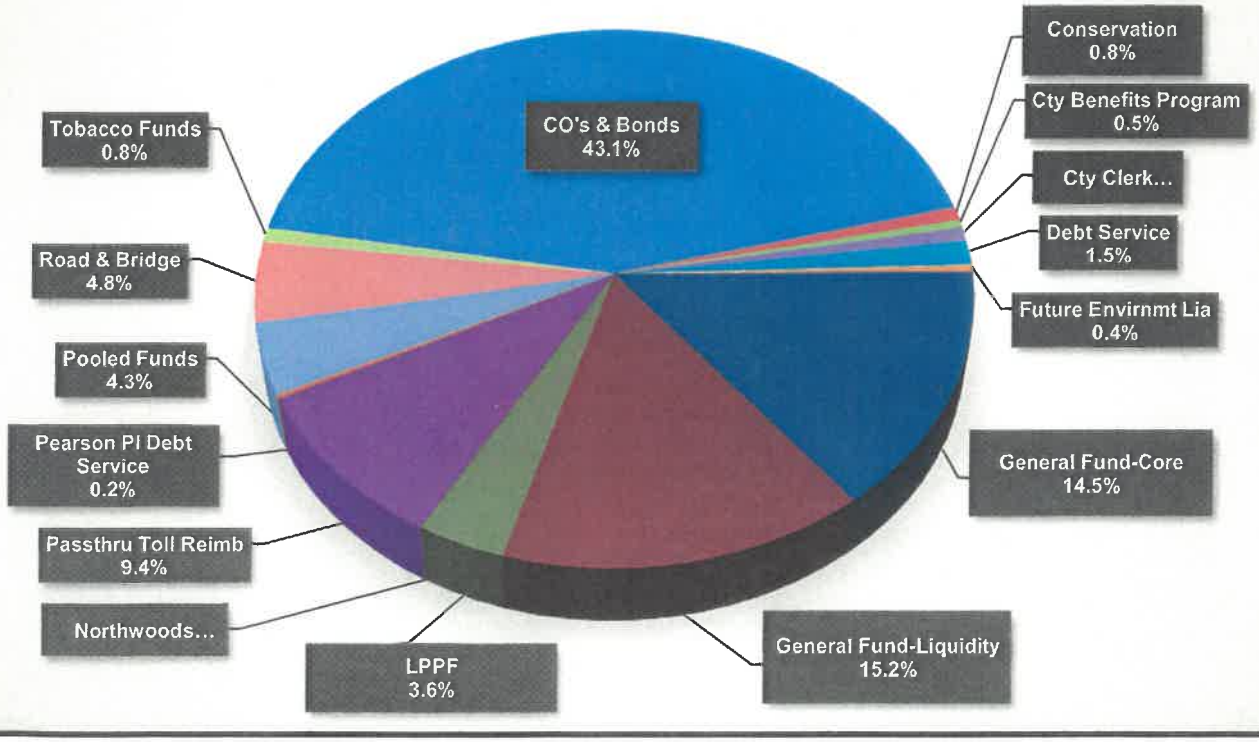
Cash Flows for next 180 days from 09/30/2018

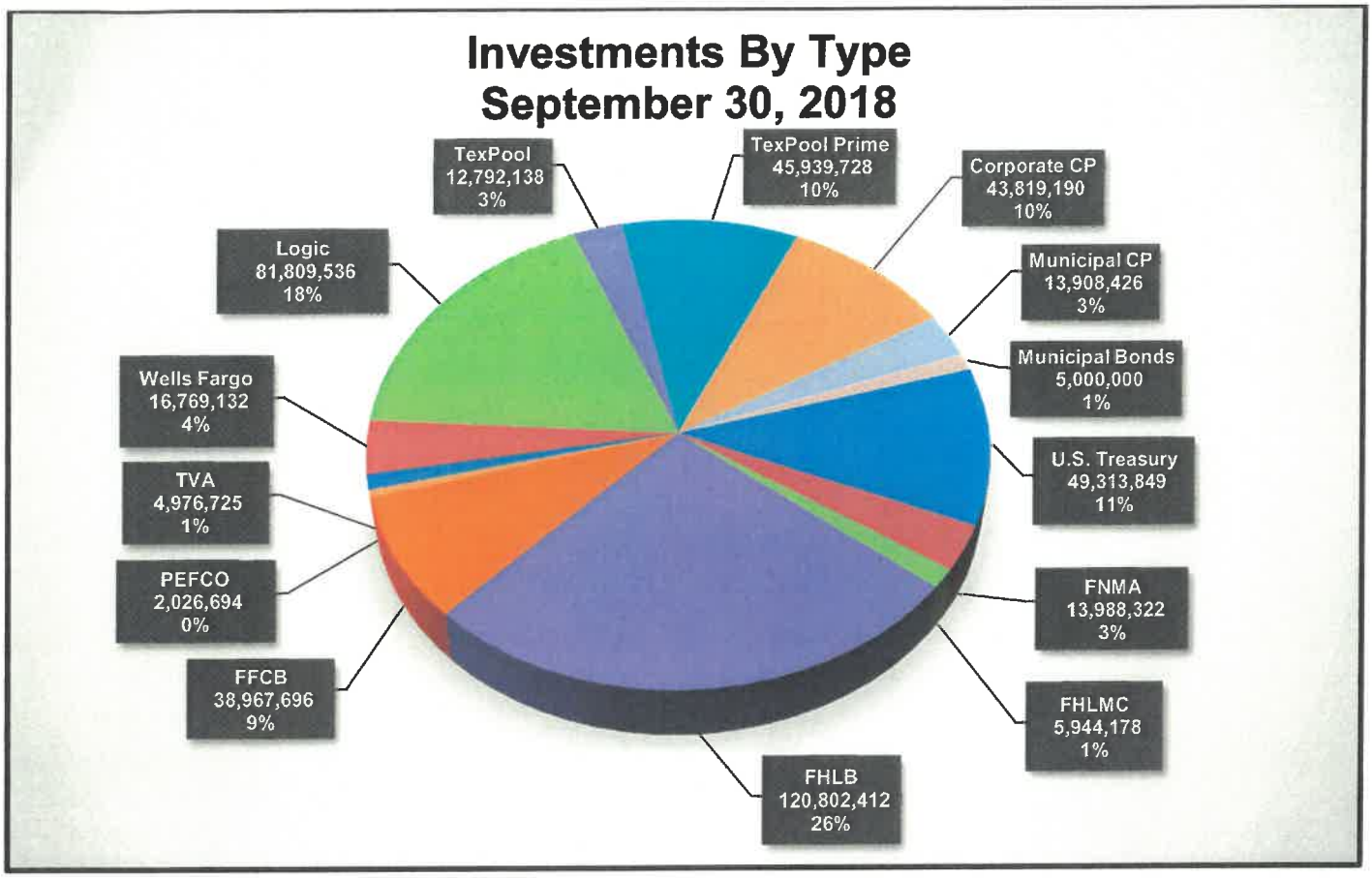
CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			October 2018	383,971.87	40,140,000.00	40,523,971.87
			November 2018	496,875.00	27,000,000.00	27,496,875.00
			December 2018	447,912.50	24,600,000.00	25,047,912.50
			January 2019	325,550.00	12,000,000.00	12,325,550.00
			February 2019	135,765.62	16,000,000.00	16,135,765.62
			March 2019	405,437.50	30,000,000.00	30,405,437.50
		Total Projected Cash Flows for Williamson County		**2,195,512.49**	**149,740,000.00**	**151,935,512.49**

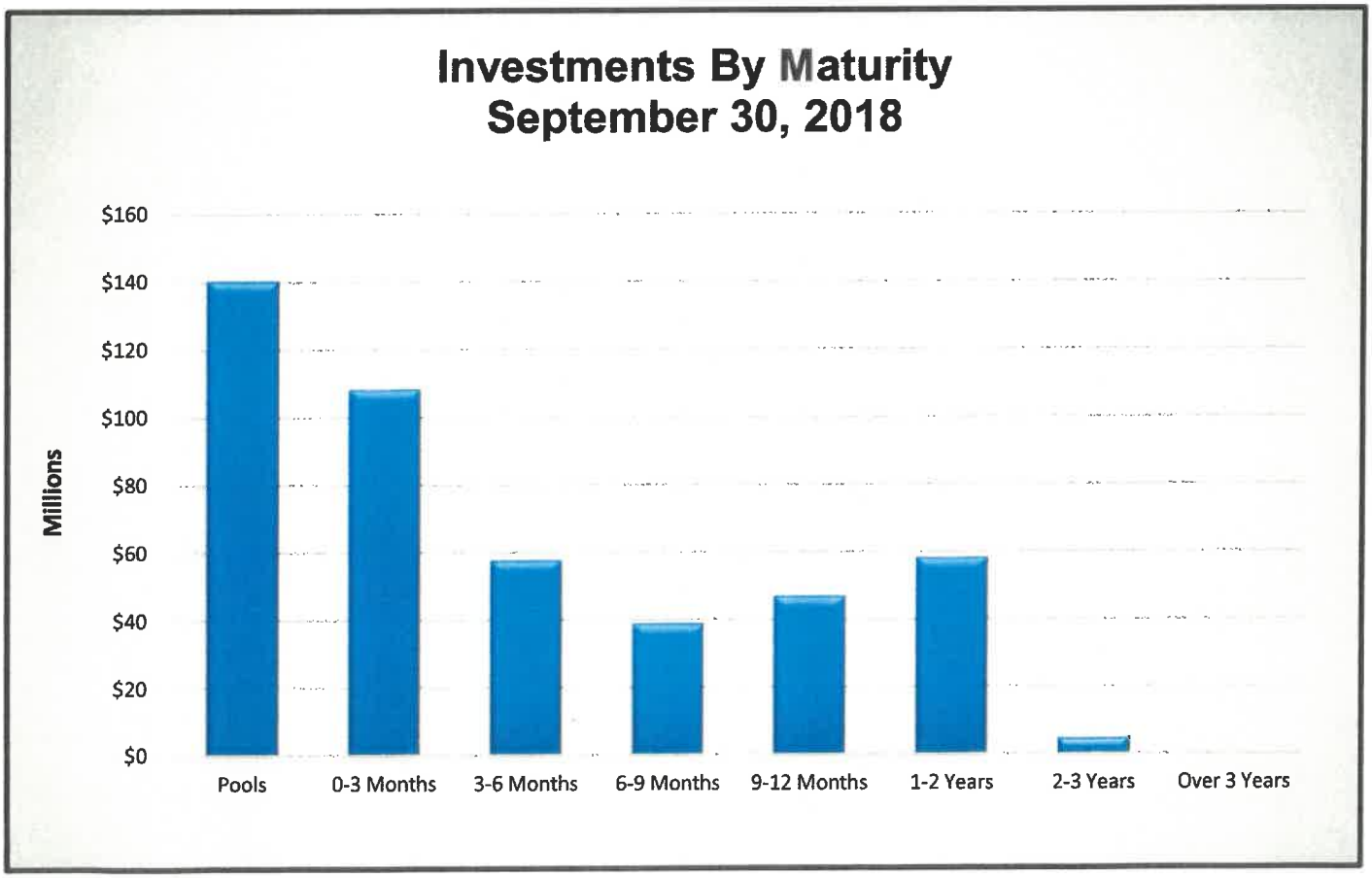
Investment By Type
September 30, 2018



Investment By Fund
September 30, 2018




Investments By Type
September 30, 2018
TexPool
12,792,138
3%
TexPool Prime
45,939,728
10%
Corporate CP
43,819,190
10%
Logic
81,809,536
18%
Municipal CP
13,908,426
3%
Municipal Bonds
5,000,000
1%
Wells Fargo
16,769,132
4%
U.S. Treasury
49,313,849
11%
TVA
4,976,725
1%
PEFCO
2,026,694
0%
FNMA
13,988,322
3%
FFCB
38,967,696
9%
FHLMC
5,944,178
1%
FHLB
120,802,412
26%


Investments By Maturity
September 30, 2018
Millions
$160
$140
$120
$100
$80
$60
$40
$20
$0
Pools
0-3 Months
3-6 Months
6-9 Months
9-12 Months
1-2 Years
2-3 Years
Over 3 Years

WILLIAMSON COUNTY INVESTMENT COMMITTEE EDUCATION REPORT

September 2018

REQUIRED PFIA HOURS: COMMITTEE MEMBERS: 10HRS / BI-ANNUAL (FY 2017/2018)

INVESTMENT OFFICER: 10 HRS ANNUAL (CY 2017)

MEMBER	REQUIRED HOURS	TRAINING DATES	TRAINING TITLE	HOURS CREDITED	FISCAL YEAR	TRAINING GOOD THRU FY	NEXT TRAINING DUE
DAN A. GATTIS	10 HRS /BI-ANNUAL	12/1/2017	TPF INVESTMENT CONFERENCE	7	2018	2019	9/30/2020
		11/3/2017	Tobacco Investment Advisory Meeting	1.5	2018	2019	9/30/2020
		3/24/2017	Tobacco Investment Advisory Meeting	1.5	2017	2018	9/30/2019
JERRI JONES	10 HRS /BI-ANNUAL	6/28/2018	INVESTMENT ACADEMY	15	2018	2019	9/30/2021
LARRY GADDES	10 HRS /BI-ANNUAL	3/3/2017	INVESTMENT ACADEMY	22.5	2017	2018	9/30/2020 19
VALERIE COVEY	10 HRS /BI-ANNUAL	6/28/2018	INVESTMENT ACADEMY	15	2018	2019	9/30/2021
SCOTT HESELMEYER	(10 HRS ANNUAL)	4/16/2018	ANN COUNTY TREASURER CES	16	2018	2018 (CY)	9/30/2019

Commissioners Court - Regular Session **26.**

Meeting Date: 03/19/2019

September Treasurer's Report

Submitted For: David Heselmeyer **Submitted By:** David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for September 2018 pursuant to Texas Local Government Code §114.026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TR Report 09-18

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:06 AM
Form Started By: David Heselmeyer		Started On: 03/14/2019 10:54 AM
Final Approval Date: 03/14/2019		

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF D. SCOTT HESELMEYER
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
JANUARY TERM 2019

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the ____ day of March, at the Regular term of Court, we compared and examined the monthly report of D. SCOTT HESELMEYER, Treasurer of Williamson County, Texas, for **September 2018**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as $443,898,321.00.

_____
Bill Gravell, County Judge

_____
Terry Cook, Commissioner Pct. 1

_____
Cynthia Long, Commissioner Pct. 2

_____
Valerie Covey, Commissioner Pct. 3

_____
Russ Boles, Commissioner Pct. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Bill Gravell, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____day _____, A.D., 2019.

_____
Attest: Nancy E. Rister, County Clerk
Clerk of the Commissioners Court in and for
Williamson County, Texas

_____
By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

WILLIAMSON COUNTY TREASURER

TREASURER'S REPORT ON WILLIAMSON COUNTY FINANCES

SEPTEMBER 2018

In Accordance with Texas Local Government Code Section 114.026

Contents:

1. Cash Receipts and Disbursements and Investment Summary
2. Investment Report

WILLIAMSON COUNTY TREASURER
TREASURER'S REPORT
September 2018

CASH RECEIPTS AND DISBURSEMENT

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Operating				
Cash	$ 443,157.53	$ 101,496,316.64	$ 86,717,411.37	$ 15,222,062.80
Investments - Texpool	$ 33,764,760.94	$ 1,494,431.29	$ 6,531,003.86	$ 28,728,188.37
Investments	$ 312,264,159.58	$ 13,983,331.47	$ 28,147,194.29	$ 298,100,296.76
Investments - Logic	$ 94,079,948.12	$ 25,654,088.29	$ 37,924,500.00	$ 81,809,536.41
Total General Operating	$ 440,552,026.17	$ 142,628,167.69	$ 159,320,109.52	$ 423,860,084.34
Payroll Fund				
Cash	$ 2,498,450.94	$ 12,429,747.51	$ 13,261,627.43	$ 1,666,571.02
Total Payroll Fund	$ 2,498,450.94	$ 12,429,747.51	$ 13,261,627.43	$ 1,666,571.02
SO Commissary Fund				
Cash	$ 280,988.28	$ 120.39		$ 281,108.67
Investments - Texpool	$ 1,533,237.11	$ 2,514.48		$ 1,535,751.59
Total SO Commissary Fund	$ 1,814,225.39	$ 2,634.87	$ -	$ 1,816,860.26
LPPF (Local Provider Participation Fund)				
Cash	$ 6,928,080.14	$ 103,492.02	$ 7,031,572.16	
Investments - Texpool	$ 9,494,638.86	$ 7,060,166.52		$ 16,554,805.38
Total LPPF	$ 16,422,719.00	$ 7,163,658.54	$ 7,031,572.16	$ 16,554,805.38
Grand Total	**$ 461,287,421.50**	**$ 162,224,208.61**	**$ 179,613,309.11**	**$ 443,898,321.00**

INVESTMENT REPORT SUMMARY

	8/31/2018	9/31/2018
Total Book Value of Portfolio	$461,995,667.66	$456,058,025.71
Weighted Average Yield to Maturity	2.073%	2.040%
Weighted Average Days to Maturity	153	142
Total Earned Income for the Month	$839,338.26	$789,567.13

WILLIAMSON COUNTY TREASURER

TREASURER'S REPORT ON WILLIAMSON COUNTY FINANCES

SEPTEMBER 2018

INVESTMENT REPORT SUMMARY

(as of September 30, 2018)

Total Book Value of Portfolio:	$456,058,025.71
Weighted Average Yield to Maturity:	2.040%
Weighted Average Days to Maturity:	142
Total Earned Income for the Month:	$789,567.13

FirstSouthwest
AssetManagement
A Hilltop Holdings Company.

Investment Portfolio Summary

Williamson County

WILLIAMSON
COUNTY
1848

For the Month Ended

September 30, 2018

Prepared by
FirstSouthwest Asset Management

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Table of Contents / Market Recap

Report Name

Certification Page

Executive Summary

Benchmark Comparison

Detail of Security Holdings

Change in Value

Earned Income

Investment Transactions

Amortization and Accretion

Projected Fixed Income Cash Flows

MARKET RECAP - SEPTEMBER 2018:

As September began, the yield on the two-year Treasury note sat at 2.63%, right in the middle of a narrow range that had prevailed since mid-July. The 10-year T-note, meanwhile, was just 23 basis points higher at 2.86%. Within a few days, a string of strong data would spark a bond sell-off that would send yields sharply higher throughout the month. The ISM manufacturing index topped the most optimistic of forecasts, climbing above 61 for the first time since 2004 to 61.3. The prices paid index logged a second straight month in the stratosphere, dipping from 73.2 to 72.1. The ISM non-manufacturing index, which covers the much larger service sector that accounts for roughly 88% of the economy, surged from an 11-month low of 55.7 to 58.5 in August. While the ISM surveys are booming, the real fireworks came with the August employment report. Although the increase in non-farm payrolls was close to expectations at +201k and the unemployment rate held steady at 3.9%, average hourly earnings doubled forecasts with a +0.4% gain that took the year-over-year increase to +2.9% and the three month annualized pace above +3.0%. Taken together, the jobs data indicates a tight labor market where difficulty finding workers is restraining job growth and leading employers to respond with higher wages, stoking wage inflation fears. The overall strength seen in the early month indicators sent bond prices tumbling and would quickly push yields on the two-year and 10-year Treasury notes north of 2.80% and 3.00% respectively.

Contrary to the wage data, the producer and consumer price indexes both moderated in August. The headline producer price index fell -0.1% for the month and the year-over-year pace dropped from +3.2% to +2.8%, while core PPI retreated from +2.7% to +2.3% y-o-y. Consumer prices also eased as headline CPI was below forecast at +0.2%, taking the y-o-y rate down a tenth to +2.7%. Core CPI was even lower, up just +0.1% on the month with the y-o-y sliding from +2.4% to +2.2%. Consumer spending was weaker than expected in August but upward revisions to July kept the annual rate above 6% for a fourth straight month. Consumer confidence measures hover at or near recovery highs with Bloomberg's Consumer Comfort Index topping 60 for the first time since 2001, and the Conference Board's Consumer Confidence Index reaching a new 18-year high. Housing seems to be the one area exhibiting signs of weakness as higher prices and higher mortgage rates crimp affordability. Existing home sales were unchanged in August and are hovering at the lowest levels since early 2016.

By the time the Fed's FOMC met on September 26th, the third 25 basis point rate hike of 2018 was a foregone conclusion and the Fed obliged. Market fears of an overtly hawkish statement and more aggressive dot plot were not realized as the committee struck a balanced tone. The dot plot still indicates a hike in December, followed by three more in 2019 and one in 2020. Bond yields, having spent the month of September moving higher, were largely unchanged following the announcement. The two-year T-note closed the month at 2.82% while the 10-year settled at 3.06%. Stocks continued their trek higher with the Dow and the S&P 500 trading to record highs during the month.

FirstSouthwest AssetManagement
A Hilltop Holdings Company

Williamson County
Investment Officers' Certification

For the Month Ended
September 30, 2018

This report is prepared for the **Williamson County** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

Name: D. Scott Heselmeyer Title: County Treasurer

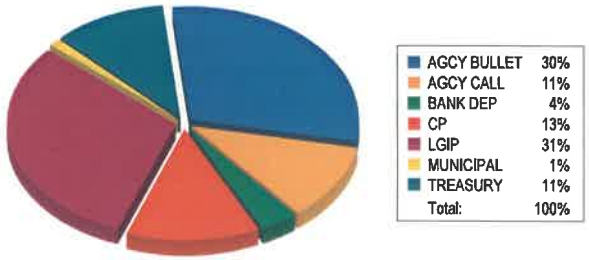
FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Executive Summary
As of 09/30/18

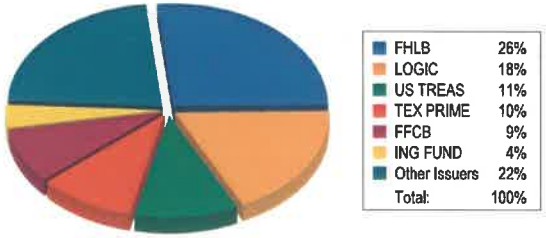
Account Summary

	Beginning Values as of 08/31/18	Ending Values as of 09/30/18
Par Value	462,781,508.09	456,900,534.67
Market Value	461,453,643.64	455,410,831.42
Book Value	461,955,667.66	456,058,025.71
Unrealized Gain /(Loss)	(502,024.02)	(647,194.29)
Market Value %	**99.89%**	**99.86%**
Weighted Avg. YTW	2.073%	2.040%
Weighted Avg. YTM	2.073%	2.040%

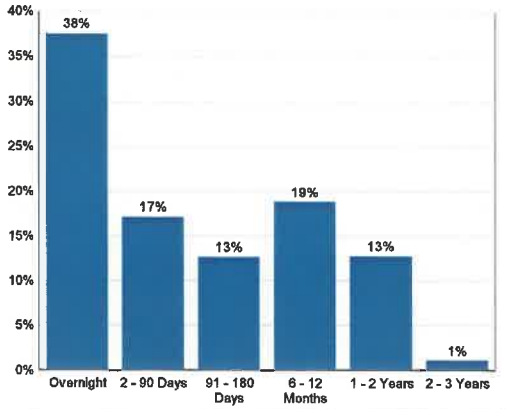
Allocation by Security Type



Allocation by Issuer

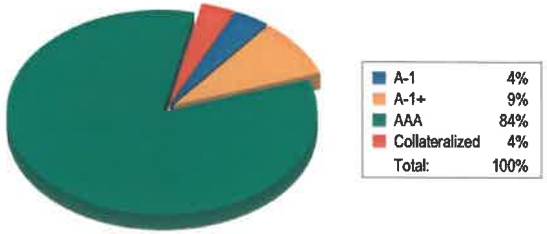


Maturity Distribution %



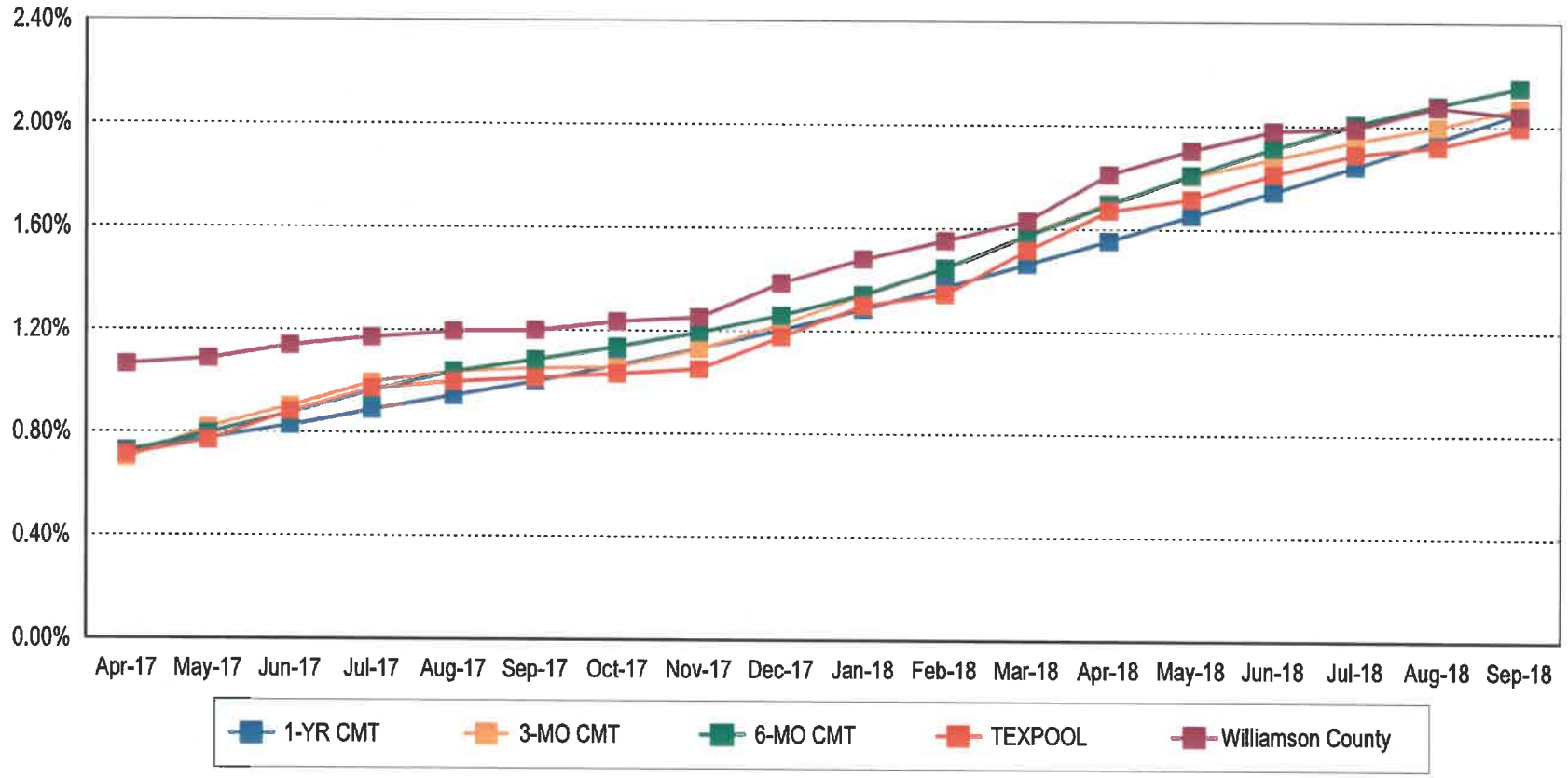
Weighted Average Days to Maturity: 142

Credit Quality



FirstSouthwest
AssetManagement
A Hilltop Holdings Company.

Williamson County
Benchmark Comparison
As of 09/30/2018



Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Detail of Security Holdings
As of 09/30/2018

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
2013 Park Bond																	
LOGIC		LGIP	LOGIC					10,638,297.62	100.000	10,638,297.62	10,638,297.62	100.000	10,638,297.62	1		2.211	2.211
46640QKW0	02/05/18	CP - DISC	J.P.Morgan Sec		10/30/18			5,000,000.00	98.428	4,921,383.33	4,991,461.10	99.801	4,990,050.00	30		2.154	2.154
912828V56	02/05/18	TREAS NOTE	U.S. Treasury	1.125	01/31/19			4,000,000.00	99.203	3,968,125.00	3,989,235.32	99.605	3,984,200.00	123		1.945	1.945
912828D23	07/18/18	TREAS NOTE	U.S. Treasury	1.625	04/30/19			5,000,000.00	99.453	4,972,656.25	4,979,737.60	99.523	4,976,150.00	212		2.330	2.330
Total for 2013 Park Bond								24,638,297.62	99.441	24,500,462.20	24,598,731.64	99.799	24,588,697.62	69		2.180	2.180
2013 Road Bond																	
LOGIC		LGIP	LOGIC					22,417,416.71	100.000	22,417,416.71	22,417,416.71	100.000	22,417,416.71	1		2.211	2.211
3130ACYC2	12/08/17	AGCY BULET	FHLB	1.625	12/04/18			20,000,000.00	99.910	19,982,000.00	19,996,804.00	99.897	19,979,400.00	65		1.717	1.717
912828V56	02/01/18	TREAS NOTE	U.S. Treasury	1.125	01/31/19			8,000,000.00	99.199	7,935,937.50	7,978,601.28	99.605	7,968,400.00	123		1.940	1.940
3133EHP23	12/08/17	AGCY BULET	FFCB	1.500	02/06/19			5,000,000.00	99.716	4,985,800.00	4,995,724.05	99.695	4,984,750.00	129		1.748	1.748
46640QPR6	08/30/18	CP - DISC	J.P.Morgan Sec		02/25/19			5,000,000.00	98.767	4,938,344.44	4,949,366.65	99.005	4,950,250.00	148		2.511	2.511
48306BQ57	09/06/18	CP - DISC	Kaiser Foundation Hospital		03/05/19			7,000,000.00	98.775	6,914,250.00	6,926,159.73	98.815	6,917,050.00	156		2.480	2.480
3133782M2	12/08/17	AGCY BULET	FHLB	1.500	03/08/19			6,000,000.00	99.675	5,980,500.00	5,993,169.18	99.631	5,977,860.00	159		1.763	1.763
3133782M2	12/18/17	AGCY BULET	FHLB	1.500	03/08/19			2,845,000.00	99.621	2,834,217.45	2,841,136.03	99.631	2,834,501.95	159		1.814	1.814
3133782M2	12/18/17	AGCY BULET	FHLB	1.500	03/08/19			7,155,000.00	99.621	7,127,882.55	7,145,282.37	99.631	7,128,598.05	159		1.814	1.814
3130ABKQ8	12/18/17	AGCY CALL	FHLB	1.500	06/28/19	12/28/2018	QRTLY	19,675,000.00	99.427	19,562,262.25	19,619,928.89	99.219	19,521,338.25	271	89	1.882	1.882
3130A02T6	04/11/18	AGCY BULET	FHLB	2.375	09/13/19			5,500,000.00	100.099	5,505,445.00	5,503,688.69	99.714	5,484,270.00	348		2.303	2.303
3130ACM92	08/21/18	AGCY BULET	FHLB	1.500	10/21/19			10,000,000.00	98.855	9,885,500.00	9,896,329.10	98.798	9,879,800.00	386		2.501	2.501
912828LY4	08/30/18	TREAS NOTE	U.S. Treasury	3.375	11/15/19			10,000,000.00	100.984	10,098,437.50	10,091,537.30	100.730	10,073,000.00	411		2.541	2.541
3130ADXU1	04/11/18	AGCY BULET	FHLB	2.320	01/09/20			7,500,000.00	99.929	7,494,675.00	7,496,008.28	99.463	7,459,725.00	466		2.363	2.363
3130ADG22	08/21/18	AGCY CALL	FHLB	2.090	01/23/20	1/23/2019	QRTLY	10,000,000.00	99.287	9,928,700.00	9,934,214.90	99.136	9,913,600.00	480	115	2.603	2.603
Total for 2013 Road Bond								146,092,416.71	99.660	145,591,368.40	145,785,367.16	99.590	145,489,959.96	211		2.126	2.126

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
2015 CO Bonds																	
LOGIC		LGIP	LOGIC					8,938,983.33	100.000	8,938,983.33	8,938,983.33	100.000	8,938,983.33	1		2.211	2.211
4497W1L20	02/05/18	CP - DISC	ING Funding		11/02/18			7,000,000.00	98.425	6,889,750.00	6,986,933.31	99.782	6,984,740.00	33		2.134	2.134
912828P53	02/05/18	TREAS NOTE	U.S. Treasury	0.750	02/15/19			5,000,000.00	98.766	4,938,281.25	4,977,517.20	99.410	4,970,500.00	138		1.970	1.970
Total for 2015 CO Bonds								20,938,983.33	99.180	20,767,014.58	20,903,433.84	99.787	20,894,223.33	44		2.128	2.128
Conservation Fund																	
TEXPRIME		LGIP	TexPool Prime					1,086,272.07	100.000	1,086,272.07	1,086,272.07	100.000	1,086,272.07	1		2.209	2.209
46640QKW0	02/06/18	CP - DISC	J.P.Morgan Sec		10/30/18			1,000,000.00	98.434	984,335.56	998,292.22	99.801	998,010.00	30		2.154	2.154
3130A8Y72	08/09/18	AGCY BULET	FHLB	0.875	08/05/19			1,500,000.00	98.429	1,476,435.00	1,479,855.89	98.564	1,478,460.00	309		2.493	2.493
Total for Conservation Fund								3,586,272.07	98.909	3,547,042.63	3,564,420.18	99.348	3,562,742.07	137		2.311	2.311
County Benefits Program																	
TEXPRIME		LGIP	TexPool Prime					2,082,238.93	100.000	2,082,238.93	2,082,238.93	100.000	2,082,238.93	1		2.209	2.209
Total for County Benefits Program								2,082,238.93	100.000	2,082,238.93	2,082,238.93	100.000	2,082,238.93	1		2.209	2.209
Cty Clerk Record Mgmt & Preservation																	
TEXPOOL		LGIP	TexPool					1,428,647.47	100.000	1,428,647.47	1,428,647.47	100.000	1,428,647.47	1		1.995	1.995
912828SH4	03/01/18	TREAS NOTE	U.S. Treasury	1.375	02/28/19			500,000.00	99.293	496,464.84	498,523.60	99.598	497,990.00	151		2.095	2.095
Total for Cty Clerk Record Mgmt & Preservation								1,928,647.47	99.817	1,925,112.31	1,927,171.07	99.896	1,926,637.47	40		2.021	2.021
Cty Clerk Records Archive																	
TEXPOOL		LGIP	TexPool					1,458,691.20	100.000	1,458,691.20	1,458,691.20	100.000	1,458,691.20	1		1.995	1.995
912828SH4	03/01/18	TREAS NOTE	U.S. Treasury	1.375	02/28/19			500,000.00	99.293	496,464.84	498,523.60	99.598	497,990.00	151		2.095	2.095
Total for Cty Clerk Records Archive								1,958,691.20	99.820	1,955,156.04	1,957,214.80	99.898	1,956,681.20	39		2.021	2.021

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Detail of Security Holdings
As of 09/30/2018

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Debt Service Fund																	
TEXPRIME		LGIP	TexPool Prime					6,755,083.64	100.000	6,755,083.64	6,755,083.64	100.000	6,755,083.64	1		2.209	2.209
Total for Debt Service Fund								6,755,083.64	100.000	6,755,083.64	6,755,083.64	100.000	6,755,083.64	1		2.209	2.209
Future Environmental Liability																	
TEXPRIME		LGIP	TexPool Prime					341,313.50	100.000	341,313.50	341,313.50	100.000	341,313.50	1		2.209	2.209
912828WD8	12/01/17	TREAS NOTE	U.S. Treasury	1.250	10/31/18			1,525,000.00	99.648	1,519,638.67	1,524,520.88	99.934	1,523,993.50	31		1.639	1.639
Total for Future Environmental Liability								1,866,313.50	99.713	1,860,952.17	1,865,834.38	99.946	1,865,307.00	26		1.743	1.743
General Fund - Core Investments																	
23542JBD6	07/07/16	MUNICIPAL	Dallas Wtrwks & Swr	0.985	10/01/18			5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.000	5,000,000.00	1		0.985	0.985
89233HK52	06/08/18	CP - DISC	Toyota Mtr Cr		10/05/18			7,000,000.00	99.233	6,946,317.78	6,998,195.54	99.958	6,997,060.00	5		2.338	2.338
3133EFLY1	10/29/15	AGCY BULET	FFCB	0.930	10/29/18			5,000,000.00	99.874	4,993,680.00	4,999,834.15	99.894	4,994,700.00	29		0.973	0.973
3136G1KL2	05/25/17	AGCY CALL	FNMA	1.150	10/30/18	Expired	QRTLY	7,000,000.00	99.750	6,982,500.00	6,999,009.43	99.915	6,994,050.00	30		1.327	1.327
742651DG4	02/17/17	AGCY BULET	PEFCO	4.375	03/15/19			2,000,000.00	106.019	2,120,380.00	2,026,694.26	100.801	2,016,020.00	166		1.424	1.424
46640QQN4	06/29/18	CP - DISC	J.P.Morgan Sec		03/22/19			5,000,000.00	98.094	4,904,683.33	4,938,366.65	98.171	4,908,550.00	173		2.630	2.630
3133EGZK4	10/31/16	AGCY CALL	FFCB	1.070	04/24/19	Anytime	CONT	7,000,000.00	99.841	6,988,870.00	6,997,444.02	99.213	6,944,910.00	206	5	1.135	1.135
313379EE5	02/15/18	AGCY BULET	FHLB	1.625	06/14/19			5,000,000.00	99.353	4,967,650.00	4,982,841.10	99.372	4,968,600.00	257		2.120	2.120
3130A8Y72	05/16/18	AGCY BULET	FHLB	0.875	08/05/19			5,675,000.00	98.092	5,566,721.00	5,599,758.18	98.564	5,593,507.00	309		2.472	2.472
912828U32	07/16/18	TREAS NOTE	U.S. Treasury	1.000	11/15/19			2,000,000.00	98.023	1,960,468.75	1,966,609.94	98.148	1,962,960.00	411		2.518	2.518
3133EJRD3	06/12/18	AGCY BULET	FFCB	2.390	12/05/19			5,500,000.00	99.840	5,491,200.00	5,492,983.82	99.672	5,481,960.00	431		2.501	2.501
880591EV0	05/11/18	AGCY BULET	TVA	2.250	03/15/20			5,000,000.00	99.411	4,970,550.00	4,976,724.60	99.259	4,962,950.00	532		2.578	2.578
3135G0T86	11/09/17	AGCY CALL	FNMA	1.950	11/09/20	11/9/2018	QRTLY	5,000,000.00	99.930	4,996,500.00	4,997,522.50	98.017	4,900,850.00	771	40	1.974	1.974
Total for General Fund - Core Investments								66,175,000.00	99.575	65,889,520.86	65,975,984.19	99.325	65,726,117.00	238		1.895	1.895

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
General Fund - Liquid Investments																	
LOGIC		LGIP	LOGIC					37,470,751.37	100.000	37,470,751.37	37,470,751.37	100.000	37,470,751.37	1		2.211	2.211
TEXPOOL		LGIP	TexPool					2,498.89	100.000	2,498.89	2,498.89	100.000	2,498.89	1		1.995	1.995
TEXPRIME		LGIP	TexPool Prime					1,182,100.35	100.000	1,182,100.35	1,182,100.35	100.000	1,182,100.35	1		2.209	2.209
WF-CASH		BANK DEP	Wells Fargo					16,769,132.36	100.000	16,769,132.36	16,769,132.36	100.000	16,769,132.36	1		0.000	0.000
48306BL86	05/03/18	CP - DISC	Kaiser Foundation Hospital		11/08/18			7,000,000.00	98.740	6,911,800.00	6,982,266.69	99.724	6,980,680.00	39		2.431	2.431
9128282G4	09/21/18	TREAS NOTE	U.S. Treasury	0.875	09/15/19			7,000,000.00	98.332	6,883,242.19	6,886,500.88	98.348	6,884,360.00	350		2.604	2.604
Total for General Fund - Liquid Investments								69,424,482.97	99.707	69,219,525.16	69,293,250.54	99.808	69,289,522.97	40		1.737	1.737
LPPF																	
TEXPRIME		LGIP	TexPool Prime					16,554,805.38	100.000	16,554,805.38	16,554,805.38	100.000	16,554,805.38	1		2.209	2.209
Total for LPPF								16,554,805.38	100.000	16,554,805.38	16,554,805.38	100.000	16,554,805.38	1		2.209	2.209
Northwoods Rd Debt Service Fund																	
LOGIC		LGIP	LOGIC					23,235.94	100.000	23,235.94	23,235.94	100.000	23,235.94	1		2.211	2.211
Total for Northwoods Rd Debt Service Fund								23,235.94	100.000	23,235.94	23,235.94	100.000	23,235.94	1		2.211	2.211
Northwoods Rd Operating Fund																	
LOGIC		LGIP	LOGIC					34,350.74	100.000	34,350.74	34,350.74	100.000	34,350.74	1		2.211	2.211
Total for Northwoods Rd Operating Fund								34,350.74	100.000	34,350.74	34,350.74	100.000	34,350.74	1		2.211	2.211
Pass Toll Series 2009																	
TEXPRIME		LGIP	TexPool Prime					402,004.57	100.000	402,004.57	402,004.57	100.000	402,004.57	1		2.209	2.209
Total for Pass Toll Series 2009								402,004.57	100.000	402,004.57	402,004.57	100.000	402,004.57	1		2.209	2.209

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Passthrough Toll Reimb																	
LOGIC		LGIP	LOGIC					1,267,528.29	100.000	1,267,528.29	1,267,528.29	100.000	1,267,528.29	1		2.211	2.211
3130A9AE1	09/08/17	AGCY BULET	FHLB	0.875	10/01/18			8,615,000.00	99.571	8,578,041.65	8,615,000.00	100.000	8,615,000.00	1		1.282	1.282
4497W1LM6	03/01/18	CP - DISC	ING Funding		11/21/18			10,000,000.00	98.307	9,830,694.44	9,967,416.70	99.659	9,965,900.00	52		2.340	2.340
313376BR5	09/22/17	AGCY BULET	FHLB	1.750	12/14/18			3,600,000.00	100.451	3,616,254.00	3,602,702.34	99.903	3,596,508.00	75		1.377	1.377
3133EJBZ1	04/11/18	AGCY BULET	FFCB	2.000	05/08/19			8,000,000.00	99.799	7,983,920.00	7,990,938.40	99.715	7,977,200.00	220		2.190	2.190
3133X72S2	04/18/18	AGCY BULET	FHLB	5.375	05/15/19			6,000,000.00	103.316	6,198,960.00	6,115,711.08	101.773	6,106,380.00	227		2.234	2.234
3133EJLU1	05/02/18	AGCY BULET	FFCB	2.420	01/24/20			5,500,000.00	99.820	5,490,100.00	5,492,370.90	99.605	5,478,275.00	481		2.528	2.528
Total for Passthrough Toll Reimb								42,982,528.29	99.971	42,965,498.38	43,051,667.71	100.062	43,006,791.29	153		2.025	2.025
Pearson Place Debt Service Fund																	
LOGIC		LGIP	LOGIC					1,018,972.41	100.000	1,018,972.41	1,018,972.41	100.000	1,018,972.41	1		2.211	2.211
Total for Pearson Place Debt Service Fund								1,018,972.41	100.000	1,018,972.41	1,018,972.41	100.000	1,018,972.41	1		2.211	2.211
Pooled Funds																	
TEXPOOL		LGIP	TexPool					9,877,151.68	100.000	9,877,151.68	9,877,151.68	100.000	9,877,151.68	1		1.995	1.995
TEXPRIME		LGIP	TexPool Prime					9,613,150.72	100.000	9,613,150.72	9,613,150.72	100.000	9,613,150.72	1		2.209	2.209
Total for Pooled Funds								19,490,302.40	100.000	19,490,302.40	19,490,302.40	100.000	19,490,302.40	1		2.101	2.101

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Detail of Security Holdings
As of 09/30/2018

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Road and Bridge General																	
TEXPOOL		LGIP	TexPool					25,149.09	100.000	25,149.09	25,149.09	100.000	25,149.09	1		1.995	1.995
TEXPRIME		LGIP	TexPool Prime					2,132,151.98	100.000	2,132,151.98	2,132,151.98	100.000	2,132,151.98	1		2.209	2.209
89233HL93	02/12/18	CP - DISC	Toyota Mtr Cr		11/09/18			3,000,000.00	98.455	2,953,650.00	2,993,304.99	99.743	2,992,290.00	40		2.092	2.092
3133EJAU3	02/08/18	AGCY BULET	FFCB	1.920	04/29/19			3,000,000.00	99.889	2,996,658.00	2,998,400.61	99.685	2,990,550.00	211		2.013	2.013
3135G0G23	02/08/18	AGCY CALL	FNMA	1.300	04/29/19	10/29/2018	QRTLY	2,000,000.00	99.134	1,982,680.00	1,991,790.14	99.351	1,987,020.00	211	29	2.019	2.019
912828R44	05/24/18	TREAS NOTE	U.S. Treasury	0.875	05/15/19			3,000,000.00	98.574	2,957,226.56	2,972,626.02	99.016	2,970,480.00	227		2.362	2.362
3137EAEH8	07/16/18	AGCY BULET	FHLMC	1.375	08/15/19			6,000,000.00	98.849	5,930,940.00	5,944,177.86	98.961	5,937,660.00	319		2.460	2.460
912828U32	07/16/18	TREAS NOTE	U.S. Treasury	1.000	11/15/19			3,000,000.00	98.023	2,940,703.13	2,949,914.91	98.148	2,944,440.00	411		2.518	2.518
Total for Road and Bridge General								22,157,301.07	98.928	21,919,158.76	22,007,515.60	99.202	21,979,741.07	225		2.279	2.279
Tobacco Funds																	
TEXPRIME		LGIP	TexPool Prime					840,879.07	100.000	840,879.07	840,879.07	100.000	840,879.07	1		2.209	2.209
89233HM35	06/07/18	CP - DISC	Toyota Mtr Cr		12/03/18			1,000,000.00	98.822	988,215.83	995,852.50	99.607	996,070.00	64		2.398	2.398
313380FB8	06/08/18	AGCY BULET	FHLB	1.375	09/13/19			2,000,000.00	98.672	1,973,440.00	1,979,981.66	98.837	1,976,740.00	348		2.448	2.448
Total for Tobacco Funds								3,840,879.07	99.004	3,802,534.90	3,816,713.23	99.294	3,813,689.07	197		2.382	2.382
Unlimited Tax Road Bonds - Series 2007																	
TEXPRIME		LGIP	TexPool Prime					4,949,727.36	100.000	4,949,727.36	4,949,727.36	100.000	4,949,727.36	1		2.209	2.209
Total for Unlimited Tax Road Bonds - Series 2007								4,949,727.36	100.000	4,949,727.36	4,949,727.36	100.000	4,949,727.36	1		2.209	2.209
Total for Williamson County								456,900,534.67	99.643	455,254,067.76	456,058,025.71	99.677	455,410,831.42	142		2.040	2.040

FirstSouthwest AssetManagement
A Hilltop Holdings Company

Williamson County
Change in Value
From 08/31/2018 to 09/30/2018

CUSIP	Security Type	Security Description	08/31/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/18 Book Value	08/31/18 Market Value	09/30/18 Market Value	Change In Mkt Value
2013 Park Bond											
LOGIC	LGIP	LOGIC	11,249,312.84	0.00	(611,015.22)	0.00	0.00	10,638,297.62	11,249,312.84	10,638,297.62	(611,015.22)
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	4,982,627.80	0.00	0.00	8,833.30	0.00	4,991,461.10	4,982,150.00	4,990,050.00	7,900.00
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	3,986,588.28	0.00	0.00	2,647.04	0.00	3,989,235.32	3,981,560.00	3,984,200.00	2,640.00
912828D23	TREAS NOTE	U.S. Treasury 1.625 04/30/19	4,976,905.05	0.00	0.00	2,832.55	0.00	4,979,737.60	4,976,350.00	4,976,150.00	(200.00)
Total for 2013 Park Bond			25,195,433.97	0.00	(611,015.22)	14,312.89	0.00	24,598,731.64	25,189,372.84	24,588,697.62	(600,675.22)
2013 Road Bond											
LOGIC	LGIP	LOGIC	33,069,304.17	0.00	(10,651,887.46)	0.00	0.00	22,417,416.71	33,069,304.17	22,417,416.71	(10,651,887.46)
3130ACYC2	AGCY BULET	FHLB 1.625 12/04/18	19,995,282.00	0.00	0.00	1,522.00	0.00	19,996,804.00	19,969,800.00	19,979,400.00	9,600.00
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	7,973,339.28	0.00	0.00	5,262.00	0.00	7,978,601.28	7,963,120.00	7,968,400.00	5,280.00
3133EHP23	AGCY BULET	FFCB 1.500 02/06/19	4,994,697.85	0.00	0.00	1,026.20	0.00	4,995,724.05	4,982,650.00	4,984,750.00	2,100.00
46640QPR6	CP - DISC	J.P.Morgan Sec 0.000 02/25/19	4,939,033.35	0.00	0.00	10,333.30	0.00	4,949,366.65	4,937,450.00	4,950,250.00	12,800.00
48306BQ57	CP - DISC	Kaiser Foundation Hospital 0.000 03/05/19	0.00	6,914,250.00	0.00	11,909.73	0.00	6,926,159.73	0.00	6,917,050.00	6,917,050.00
3133782M2	AGCY BULET	FHLB 1.500 03/08/19	15,975,695.18	0.00	0.00	3,892.40	0.00	15,979,587.58	15,935,200.00	15,940,960.00	5,760.00
3130ABKQ8	AGCY CALL	FHLB 1.500 06/28/19	19,613,780.06	0.00	0.00	6,148.83	0.00	19,619,928.89	19,529,208.25	19,521,338.25	(7,870.00)
3130A02T6	AGCY BULET	FHLB 2.375 09/13/19	5,504,005.05	0.00	0.00	(316.36)	0.00	5,503,688.69	5,492,245.00	5,484,270.00	(7,975.00)
3130ACM92	AGCY BULET	FHLB 1.500 10/21/19	9,888,207.30	0.00	0.00	8,121.80	0.00	9,896,329.10	9,886,800.00	9,879,800.00	(7,000.00)
912828LY4	TREAS NOTE	U.S. Treasury 3.375 11/15/19	10,098,006.20	0.00	0.00	(6,468.90)	0.00	10,091,537.30	10,098,400.00	10,073,000.00	(25,400.00)
3130ADXU1	AGCY BULET	FHLB 2.320 01/09/20	7,495,750.35	0.00	0.00	257.93	0.00	7,496,008.28	7,473,375.00	7,459,725.00	(13,650.00)
3130ADG22	AGCY CALL	FHLB 2.090 01/23/20	9,930,078.70	0.00	0.00	4,136.20	0.00	9,934,214.90	9,925,700.00	9,913,600.00	(12,100.00)
Total for 2013 Road Bond			149,477,179.49	6,914,250.00	(10,651,887.46)	45,825.13	0.00	145,785,367.16	149,263,252.42	145,489,959.96	(3,773,292.46)
2015 CO Bonds											
LOGIC	LGIP	LOGIC	416,891.96	8,522,091.37	0.00	0.00	0.00	8,938,983.33	416,891.96	8,938,983.33	8,522,091.37
89233HJU9	CP - DISC	Toyota Mtr Cr 0.000 09/28/18	7,989,020.00	0.00	(8,000,000.00)	10,980.00	0.00	0.00	7,987,760.00	0.00	(7,987,760.00)
4497W1L20	CP - DISC	ING Funding 0.000 11/02/18	6,974,683.31	0.00	0.00	12,250.00	0.00	6,986,933.31	6,973,400.00	6,984,740.00	11,340.00
912828P53	TREAS NOTE	U.S. Treasury 0.750 02/15/19	4,972,593.95	0.00	0.00	4,923.25	0.00	4,977,517.20	4,966,600.00	4,970,500.00	3,900.00
Total for 2015 CO Bonds			20,353,189.22	8,522,091.37	(8,000,000.00)	28,153.25	0.00	20,903,433.84	20,344,651.96	20,894,223.33	549,571.37

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Williamson County
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CUSIP	Security Type	Security Description	08/31/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/18 Book Value	08/31/18 Market Value	09/30/18 Market Value	Change in Mkt Value
Conservation Fund											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	1,089,296.23	0.00	(3,024.16)	0.00	0.00	1,086,272.07	1,089,296.23	1,086,272.07	(3,024.16)
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	996,525.56	0.00	0.00	1,766.66	0.00	998,292.22	996,430.00	998,010.00	1,580.00
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	1,477,882.31	0.00	0.00	1,973.58	0.00	1,479,855.89	1,478,295.00	1,478,460.00	165.00
Total for Conservation Fund			3,563,704.10	0.00	(3,024.16)	3,740.24	0.00	3,564,420.18	3,564,021.23	3,562,742.07	(1,279.16)
County Benefits Program											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	2,078,465.98	3,772.95	0.00	0.00	0.00	2,082,238.93	2,078,465.98	2,082,238.93	3,772.95
Total for County Benefits Program			2,078,465.98	3,772.95	0.00	0.00	0.00	2,082,238.93	2,078,465.98	2,082,238.93	3,772.95
Cty Clerk Record Mgmt & Preservation											
TEXPOOL	LGIP	TexPool	1,426,308.37	2,339.10	0.00	0.00	0.00	1,428,647.47	1,426,308.37	1,428,647.47	2,339.10
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	498,228.32	0.00	0.00	295.28	0.00	498,523.60	497,815.00	497,990.00	175.00
Total for Cty Clerk Record Mgmt & Preservation			1,924,536.69	2,339.10	0.00	295.28	0.00	1,927,171.07	1,924,123.37	1,926,637.47	2,514.10
Cty Clerk Records Archive											
TEXPOOL	LGIP	TexPool	1,456,302.91	2,388.29	0.00	0.00	0.00	1,458,691.20	1,456,302.91	1,458,691.20	2,388.29
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	498,228.32	0.00	0.00	295.28	0.00	498,523.60	497,815.00	497,990.00	175.00
Total for Cty Clerk Records Archive			1,954,531.23	2,388.29	0.00	295.28	0.00	1,957,214.80	1,954,117.91	1,956,681.20	2,563.29
Debt Service Fund											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	5,844,620.79	910,462.85	0.00	0.00	0.00	6,755,083.64	5,844,620.79	6,755,083.64	910,462.85
Total for Debt Service Fund			5,844,620.79	910,462.85	0.00	0.00	0.00	6,755,083.64	5,844,620.79	6,755,083.64	910,462.85

CUSIP	Security Type	Security Description	08/31/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/18 Book Value	08/31/18 Market Value	09/30/18 Market Value	Change in Mkt Value
Future Environmental Liability											
TEXPRIME	LGIP	TexPool Prime	340,695.03	618.47	0.00	0.00	0.00	341,313.50	340,695.03	341,313.50	618.47
912828WD8	TREAS NOTE	U.S. Treasury 1.250 10/31/18	1,524,041.75	0.00	0.00	479.13	0.00	1,524,520.88	1,523,124.25	1,523,993.50	869.25
Total for Future Environmental Liability			1,864,736.78	618.47	0.00	479.13	0.00	1,865,834.38	1,863,819.28	1,865,307.00	1,487.72
General Fund - Core Investments											
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	5,500,000.00	0.00	(5,500,000.00)	0.00	0.00	0.00	5,496,865.00	0.00	(5,496,865.00)
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,994,950.00	5,000,000.00	5,050.00
89233HK52	CP - DISC	Toyota Mtr Cr 0.000 10/05/18	6,984,662.23	0.00	0.00	13,533.31	0.00	6,998,195.54	6,986,420.00	6,997,060.00	10,640.00
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	4,999,656.45	0.00	0.00	177.70	0.00	4,999,834.15	4,990,450.00	4,994,700.00	4,250.00
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	6,997,984.63	0.00	0.00	1,024.80	0.00	6,999,009.43	6,989,080.00	6,994,050.00	4,970.00
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	2,031,561.24	0.00	0.00	(4,866.98)	0.00	2,026,694.26	2,021,100.00	2,016,020.00	(5,080.00)
46640QQN4	CP - DISC	J.P.Morgan Sec 0.000 03/22/19	4,927,616.65	0.00	0.00	10,750.00	0.00	4,938,366.65	4,908,550.00	4,908,550.00	0.00
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	6,997,068.12	0.00	0.00	375.90	0.00	6,997,444.02	6,941,270.00	6,944,910.00	3,640.00
313379EE5	AGCY BULET	FHLB 1.625 06/14/19	4,980,821.65	0.00	0.00	2,019.45	0.00	4,982,841.10	4,970,550.00	4,968,600.00	(1,950.00)
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	5,592,386.93	0.00	0.00	7,371.25	0.00	5,599,758.18	5,592,882.75	5,593,507.00	624.25
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	1,964,217.26	0.00	0.00	2,392.68	0.00	1,966,609.94	1,964,140.00	1,962,960.00	(1,180.00)
3133EJRD3	AGCY BULET	FFCB 2.390 12/05/19	5,492,492.89	0.00	0.00	490.93	0.00	5,492,983.82	5,486,965.00	5,481,960.00	(5,005.00)
880591EV0	AGCY BULET	TVA 2.250 03/15/20	4,975,405.30	0.00	0.00	1,319.30	0.00	4,976,724.60	4,967,800.00	4,962,950.00	(4,850.00)
3135G0T86	AGCY CALL	FNMA 1.950 11/09/20	4,997,426.70	0.00	0.00	95.80	0.00	4,997,522.50	4,914,150.00	4,900,850.00	(13,300.00)
Total for General Fund - Core Investments			71,441,300.05	0.00	(5,500,000.00)	34,684.14	0.00	65,975,984.19	71,225,172.75	65,726,117.00	(5,499,055.75)

CUSIP	Security Type	Security Description	08/31/18 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/18 Book Value	08/31/18 Market Value	09/30/18 Market Value	Change in Mkt Value
General Fund - Liquid Investments											
LOGIC	LGIP	LOGIC	46,114,056.76	0.00	(8,643,305.39)	0.00	0.00	37,470,751.37	46,114,056.76	37,470,751.37	(8,643,305.39)
TEXPOOL	LGIP	TexPool	1,833.62	665.27	0.00	0.00	0.00	2,498.89	1,833.62	2,498.89	665.27
TEXPRIME	LGIP	TexPool Prime	783,308.29	398,792.06	0.00	0.00	0.00	1,182,100.35	783,308.29	1,182,100.35	398,792.06
WF-CASH	BANK DEP	Wells Fargo	558,656.78	16,210,475.58	0.00	0.00	0.00	16,769,132.36	558,656.78	16,769,132.36	16,210,475.58
36164KJA0	CP - DISC	GE Capital Treasury 0.000 09/10/18	6,996,815.00	0.00	(7,000,000.00)	3,185.00	0.00	0.00	6,996,220.00	0.00	(6,996,220.00)
46640QJM4	CP - DISC	J.P.Morgan Sec 0.000 09/21/18	6,992,416.69	0.00	(7,000,000.00)	7,583.31	0.00	0.00	6,991,810.00	0.00	(6,991,810.00)
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
48306BL86	CP - DISC	Kaiser Foundation Hospital 0.000 11/08/18	6,968,266.69	0.00	0.00	14,000.00	0.00	6,982,266.69	6,968,500.00	6,980,680.00	12,180.00
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9128282G4	TREAS NOTE	U.S. Treasury 0.875 09/15/19	0.00	6,883,242.19	0.00	3,258.69	0.00	6,886,500.88	0.00	6,884,360.00	6,884,360.00
Total for General Fund - Liquid Investments			**68,415,353.83**	**23,493,175.10**	**(22,643,305.39)**	**28,027.00**	**0.00**	**69,293,250.54**	**68,414,385.45**	**69,289,522.97**	**875,137.52**
LPPF											
TEXPRIME	LGIP	TexPool Prime	9,494,638.86	7,060,166.52	0.00	0.00	0.00	16,554,805.38	9,494,638.86	16,554,805.38	7,060,166.52
Total for LPPF			**9,494,638.86**	**7,060,166.52**	**0.00**	**0.00**	**0.00**	**16,554,805.38**	**9,494,638.86**	**16,554,805.38**	**7,060,166.52**
Northwoods Rd Debt Service Fund											
LOGIC	LGIP	LOGIC	24,260.54	0.00	(1,024.60)	0.00	0.00	23,235.94	24,260.54	23,235.94	(1,024.60)
Total for Northwoods Rd Debt Service Fund			**24,260.54**	**0.00**	**(1,024.60)**	**0.00**	**0.00**	**23,235.94**	**24,260.54**	**23,235.94**	**(1,024.60)**
Northwoods Rd Operating Fund											
LOGIC	LGIP	LOGIC	34,288.44	62.30	0.00	0.00	0.00	34,350.74	34,288.44	34,350.74	62.30
Total for Northwoods Rd Operating Fund			**34,288.44**	**62.30**	**0.00**	**0.00**	**0.00**	**34,350.74**	**34,288.44**	**34,350.74**	**62.30**

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Pass Toll Series 2009											
TEXPRIME	LGIP	TexPool Prime	411,214.22	0.00	(9,209.65)	0.00	0.00	402,004.57	411,214.22	402,004.57	(9,209.65)
Total for Pass Toll Series 2009			411,214.22	0.00	(9,209.65)	0.00	0.00	402,004.57	411,214.22	402,004.57	(9,209.65)
Passthrough Toll Reimb											
LOGIC	LGIP	LOGIC	2,154,323.60	0.00	(886,795.31)	0.00	0.00	1,267,528.29	2,154,323.60	1,267,528.29	(886,795.31)
3130A9AE1	AGCY BULET	FHLB 0.875 10/01/18	8,612,095.71	0.00	0.00	2,904.29	0.00	8,615,000.00	8,606,557.30	8,615,000.00	8,442.70
4497W1LM6	CP - DISC	ING Funding 0.000 11/21/18	9,948,250.00	0.00	0.00	19,166.70	0.00	9,967,416.70	9,948,600.00	9,965,900.00	17,300.00
313376BR5	AGCY BULET	FHLB 1.750 12/14/18	3,603,812.90	0.00	0.00	(1,110.56)	0.00	3,602,702.34	3,595,068.00	3,596,508.00	1,440.00
3133EJBZ1	AGCY BULET	FFCB 2.000 05/08/19	7,989,696.88	0.00	0.00	1,241.52	0.00	7,990,938.40	7,978,560.00	7,977,200.00	(1,360.00)
3133X72S2	AGCY BULET	FHLB 5.375 05/15/19	6,131,070.24	0.00	0.00	(15,359.16)	0.00	6,115,711.08	6,120,240.00	6,106,380.00	(13,860.00)
3133EJLU1	AGCY BULET	FFCB 2.420 01/24/20	5,491,893.94	0.00	0.00	476.96	0.00	5,492,370.90	5,485,700.00	5,478,275.00	(7,425.00)
Total for Passthrough Toll Reimb			43,931,143.27	0.00	(886,795.31)	7,319.75	0.00	43,051,667.71	43,889,048.90	43,006,791.29	(882,257.61)
Pearson Place Debt Service Fund											
LOGIC	LGIP	LOGIC	1,017,509.81	1,462.60	0.00	0.00	0.00	1,018,972.41	1,017,509.81	1,018,972.41	1,462.60
Total for Pearson Place Debt Service Fund			1,017,509.81	1,462.60	0.00	0.00	0.00	1,018,972.41	1,017,509.81	1,018,972.41	1,462.60
Pooled Funds											
TEXPOOL	LGIP	TexPool	8,971,752.60	905,399.08	0.00	0.00	0.00	9,877,151.68	8,971,752.60	9,877,151.68	905,399.08
TEXPRIME	LGIP	TexPool Prime	8,856,876.91	756,273.81	0.00	0.00	0.00	9,613,150.72	8,856,876.91	9,613,150.72	756,273.81
Total for Pooled Funds			17,828,629.51	1,661,672.89	0.00	0.00	0.00	19,490,302.40	17,828,629.51	19,490,302.40	1,661,672.89

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Road and Bridge General											
TEXPOOL	LGIP	TexPool	25,107.91	41.18	0.00	0.00	0.00	25,149.09	25,107.91	25,149.09	41.18
TEXPRIME	LGIP	TexPool Prime	8,118,552.54	0.00	(5,986,400.56)	0.00	0.00	2,132,151.98	8,118,552.54	2,132,151.98	(5,986,400.56)
89233HL93	CP - DISC	Toyota Mtr Cr 0.000 11/09/18	2,988,155.01	0.00	0.00	5,149.98	0.00	2,993,304.99	2,987,520.00	2,992,290.00	4,770.00
3133EJAU3	AGCY BULET	FFCB 1.920 04/29/19	2,998,171.92	0.00	0.00	228.69	0.00	2,998,400.61	2,990,880.00	2,990,550.00	(330.00)
3135G0G23	AGCY CALL	FNMA 1.300 04/29/19	1,990,616.28	0.00	0.00	1,173.86	0.00	1,991,790.14	1,985,760.00	1,987,020.00	1,260.00
912828R44	TREAS NOTE	U.S. Treasury 0.875 05/15/19	2,969,072.28	0.00	0.00	3,553.74	0.00	2,972,626.02	2,969,070.00	2,970,480.00	1,410.00
3137EAEH8	AGCY BULET	FHLMC 1.375 08/15/19	5,938,881.90	0.00	0.00	5,295.96	0.00	5,944,177.86	5,939,700.00	5,937,660.00	(2,040.00)
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	2,946,325.89	0.00	0.00	3,589.02	0.00	2,949,914.91	2,946,210.00	2,944,440.00	(1,770.00)
Total for Road and Bridge General			27,974,883.73	41.18	(5,986,400.56)	18,991.25	0.00	22,007,515.60	27,962,800.45	21,979,741.07	(5,983,059.38)
Tobacco Funds											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	1,210,386.50	0.00	(369,507.43)	0.00	0.00	840,879.07	1,210,386.50	840,879.07	(369,507.43)
89233HM35	CP - DISC	Toyota Mtr Cr 0.000 12/03/18	993,877.50	0.00	0.00	1,975.00	0.00	995,852.50	994,100.00	996,070.00	1,970.00
313380FB8	AGCY BULET	FHLB 1.375 09/13/19	1,978,240.72	0.00	0.00	1,740.94	0.00	1,979,981.66	1,977,220.00	1,976,740.00	(480.00)
Total for Tobacco Funds			4,182,504.72	0.00	(369,507.43)	3,715.94	0.00	3,816,713.23	4,181,706.50	3,813,689.07	(368,017.43)
Unlimited Tax Road Bonds - Series 2007											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	4,943,542.43	6,184.93	0.00	0.00	0.00	4,949,727.36	4,943,542.43	4,949,727.36	6,184.93
Total for Unlimited Tax Road Bonds - Series 2007			4,943,542.43	6,184.93	0.00	0.00	0.00	4,949,727.36	4,943,542.43	4,949,727.36	6,184.93
Total for Williamson County			461,955,667.66	48,578,688.55	(54,662,169.78)	185,839.28	0.00	456,058,025.71	461,453,643.64	455,410,831.42	(6,042,812.22)

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County

Earned Income

From 08/31/2018 to 09/30/2018

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2013 Park Bond									
LOGIC	LGIP	LOGIC	0.00	19,697.98	19,697.98	0.00	0.00	0.00	19,697.98
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	0.00	0.00	0.00	0.00	0.00	8,833.30	8,833.30
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	3,913.04	3,668.48	0.00	0.00	7,581.52	2,647.04	6,315.52
912828D23	TREAS NOTE	U.S. Treasury 1.625 04/30/19	27,377.72	6,623.64	0.00	0.00	34,001.36	2,832.55	9,456.19
Total for 2013 Park Bond			31,290.76	29,990.10	19,697.98	0.00	41,582.88	14,312.89	44,302.99
2013 Road Bond									
LOGIC	LGIP	LOGIC	0.00	45,461.05	45,461.05	0.00	0.00	0.00	45,461.05
3130ACYC2	AGCY BULET	FHLB 1.625 12/04/18	78,541.67	27,083.33	0.00	0.00	105,625.00	1,522.00	28,605.33
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	7,826.09	7,336.95	0.00	0.00	15,163.04	5,262.00	12,598.95
3133EHP23	AGCY BULET	FFCB 1.500 02/06/19	5,208.33	6,250.00	0.00	0.00	11,458.33	1,026.20	7,276.20
46640QPR6	CP - DISC	J.P.Morgan Sec 0.000 02/25/19	0.00	0.00	0.00	0.00	0.00	10,333.30	10,333.30
48306BQ57	CP - DISC	Kaiser Foundation Hospital 0.000 03/05/19	0.00	0.00	0.00	0.00	0.00	11,909.73	11,909.73
3133782M2	AGCY BULET	FHLB 1.500 03/08/19	115,333.34	20,000.00	120,000.00	0.00	15,333.34	3,892.40	23,892.40
3130ABKQ8	AGCY CALL	FHLB 1.500 06/28/19	51,646.88	24,593.75	0.00	0.00	76,240.63	6,148.83	30,742.58
3130A02T6	AGCY BULET	FHLB 2.375 09/13/19	60,958.33	10,885.42	65,312.50	0.00	6,531.25	(316.36)	10,569.06
3130ACM92	AGCY BULET	FHLB 1.500 10/21/19	54,166.67	12,500.00	0.00	0.00	66,666.67	8,121.80	20,621.80
912828LY4	TREAS NOTE	U.S. Treasury 3.375 11/15/19	99,966.03	27,513.59	0.00	0.00	127,479.62	(6,468.90)	21,044.69
3130ADXU1	AGCY BULET	FHLB 2.320 01/09/20	25,133.33	14,500.00	0.00	0.00	39,633.33	257.93	14,757.93
3130ADG22	AGCY CALL	FHLB 2.090 01/23/20	22,061.11	17,416.67	0.00	0.00	39,477.78	4,136.20	21,552.87
Total for 2013 Road Bond			520,841.78	213,540.76	230,773.55	0.00	503,608.99	45,825.13	259,365.89
2015 CO Bonds									
LOGIC	LGIP	LOGIC	0.00	2,419.33	2,419.33	0.00	0.00	0.00	2,419.33
89233HJU9	CP - DISC	Toyota Mtr Cr 0.000 09/28/18	0.00	0.00	0.00	0.00	0.00	10,980.00	10,980.00
4497W1L20	CP - DISC	ING Funding 0.000 11/02/18	0.00	0.00	0.00	0.00	0.00	12,250.00	12,250.00
912828P53	TREAS NOTE	U.S. Treasury 0.750 02/15/19	1,732.34	3,057.06	0.00	0.00	4,789.40	4,923.25	7,980.31
Total for 2015 CO Bonds			1,732.34	5,476.39	2,419.33	0.00	4,789.40	28,153.25	33,629.64

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Conservation Fund									
TEXPRIME	LGIP	TexPool Prime	0.00	1,975.84	1,975.84	0.00	0.00	0.00	1,975.84
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	0.00	0.00	0.00	0.00	0.00	1,766.66	1,766.66
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	947.92	1,093.75	0.00	0.00	2,041.67	1,973.58	3,067.33
Total for Conservation Fund			947.92	3,069.59	1,975.84	0.00	2,041.67	3,740.24	6,809.83
County Benefits Program									
TEXPRIME	LGIP	TexPool Prime	0.00	3,772.95	3,772.95	0.00	0.00	0.00	3,772.95
Total for County Benefits Program			0.00	3,772.95	3,772.95	0.00	0.00	0.00	3,772.95
Cty Clerk Record Mgmt & Preservation									
TEXPOOL	LGIP	TexPool	0.00	2,339.10	2,339.10	0.00	0.00	0.00	2,339.10
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	18.99	569.75	0.00	0.00	588.74	295.28	865.03
Total for Cty Clerk Record Mgmt & Preservation			18.99	2,908.85	2,339.10	0.00	588.74	295.28	3,204.13
Cty Clerk Records Archive									
TEXPOOL	LGIP	TexPool	0.00	2,388.29	2,388.29	0.00	0.00	0.00	2,388.29
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	18.99	569.75	0.00	0.00	588.74	295.28	865.03
Total for Cty Clerk Records Archive			18.99	2,958.04	2,388.29	0.00	588.74	295.28	3,253.32
Debt Service Fund									
TEXPRIME	LGIP	TexPool Prime	0.00	11,340.07	11,340.07	0.00	0.00	0.00	11,340.07
Total for Debt Service Fund			0.00	11,340.07	11,340.07	0.00	0.00	0.00	11,340.07

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Future Environmental Liability									
TEXPRIME	LGIP	TexPool Prime	0.00	618.47	618.47	0.00	0.00	0.00	618.47
912828WD8	TREAS NOTE	U.S. Treasury 1.250 10/31/18	6,423.23	1,554.01	0.00	0.00	7,977.24	479.13	2,033.14
Total for Future Environmental Liability			6,423.23	2,172.48	618.47	0.00	7,977.24	479.13	2,651.61
General Fund - Core Investments									
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	26,881.25	4,743.75	31,625.00	0.00	0.00	0.00	4,743.75
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	20,520.83	4,104.17	0.00	0.00	24,625.00	0.00	4,104.17
89233HK52	CP - DISC	Toyota Mtr Cr 0.000 10/05/18	0.00	0.00	0.00	0.00	0.00	13,533.31	13,533.31
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	15,758.33	3,875.00	0.00	0.00	19,633.33	177.70	4,052.70
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	27,056.94	6,708.34	0.00	0.00	33,765.28	1,024.80	7,733.14
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	40,347.22	7,291.67	43,750.00	0.00	3,888.89	(4,866.98)	2,424.69
46640QQN4	CP - DISC	J.P.Morgan Sec 0.000 03/22/19	0.00	0.00	0.00	0.00	0.00	10,750.00	10,750.00
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	26,423.06	6,241.66	0.00	0.00	32,664.72	375.90	6,617.56
313379EE5	AGCY BULET	FHLB 1.625 06/14/19	17,378.47	6,770.84	0.00	0.00	24,149.31	2,019.45	8,790.29
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	3,586.28	4,138.03	0.00	0.00	7,724.31	7,371.25	11,509.28
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	5,923.91	1,630.44	0.00	0.00	7,554.35	2,392.68	4,023.12
3133EJRD3	AGCY BULET	FFCB 2.390 12/05/19	31,401.94	10,954.17	0.00	0.00	42,356.11	490.93	11,445.10
880591EV0	AGCY BULET	TVA 2.250 03/15/20	54,062.50	9,375.00	58,437.50	0.00	5,000.00	1,319.30	10,694.30
3135G0T86	AGCY CALL	FNMA 1.950 11/09/20	30,333.33	8,125.00	0.00	0.00	38,458.33	95.80	8,220.80
Total for General Fund - Core Investments			299,674.06	73,958.07	133,812.50	0.00	239,819.63	34,684.14	108,642.21
General Fund - Liquid Investments									
LOGIC	LGIP	LOGIC	0.00	75,788.69	75,788.69	0.00	0.00	0.00	75,788.69
TEXPOOL	LGIP	TexPool	0.00	4.02	4.02	0.00	0.00	0.00	4.02
TEXPRIME	LGIP	TexPool Prime	0.00	1,852.50	1,852.50	0.00	0.00	0.00	1,852.50
36164KJA0	CP - DISC	GE Capital Treasury 0.000 09/10/18	0.00	0.00	0.00	0.00	0.00	3,185.00	3,185.00
46640QJM4	CP - DISC	J.P.Morgan Sec 0.000 09/21/18	0.00	0.00	0.00	0.00	0.00	7,583.31	7,583.31
48306BL86	CP - DISC	Kaiser Foundation Hospital 0.000 11/08/18	0.00	0.00	0.00	0.00	0.00	14,000.00	14,000.00
9128282G4	TREAS NOTE	U.S. Treasury 0.875 09/15/19	0.00	1,691.99	0.00	(1,015.19)	2,707.18	3,258.69	4,950.68
Total for General Fund - Liquid Investments			0.00	79,337.20	77,645.21	(1,015.19)	2,707.18	28,027.00	107,364.20

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
LPPF									
TEXPRIME	LGIP	TexPool Prime	0.00	28,594.36	28,594.36	0.00	0.00	0.00	28,594.36
Total for LPPF			0.00	28,594.36	28,594.36	0.00	0.00	0.00	28,594.36
Northwoods Rd Debt Service Fund									
LOGIC	LGIP	LOGIC	0.00	43.15	43.15	0.00	0.00	0.00	43.15
Total for Northwoods Rd Debt Service Fund			0.00	43.15	43.15	0.00	0.00	0.00	43.15
Northwoods Rd Operating Fund									
LOGIC	LGIP	LOGIC	0.00	62.30	62.30	0.00	0.00	0.00	62.30
Total for Northwoods Rd Operating Fund			0.00	62.30	62.30	0.00	0.00	0.00	62.30
Pass Toll Series 2009									
TEXPRIME	LGIP	TexPool Prime	0.00	743.95	743.95	0.00	0.00	0.00	743.95
Total for Pass Toll Series 2009			0.00	743.95	743.95	0.00	0.00	0.00	743.95
Passthrough Toll Reimb									
LOGIC	LGIP	LOGIC	0.00	3,204.69	3,204.69	0.00	0.00	0.00	3,204.69
3130A9AE1	AGCY BULET	FHLB 0.875 10/01/18	31,408.85	6,281.78	0.00	0.00	37,690.63	2,904.29	9,186.07
4497W1LM6	CP - DISC	ING Funding 0.000 11/21/18	0.00	0.00	0.00	0.00	0.00	19,166.70	19,166.70
313376BR5	AGCY BULET	FHLB 1.750 12/14/18	13,475.00	5,250.00	0.00	0.00	18,725.00	(1,110.56)	4,139.44
3133EJBZ1	AGCY BULET	FFCB 2.000 05/08/19	50,222.22	13,333.34	0.00	0.00	63,555.56	1,241.52	14,574.86
3133X72S2	AGCY BULET	FHLB 5.375 05/15/19	94,958.33	26,875.00	0.00	0.00	121,833.33	(15,359.16)	11,515.84
3133EJLU1	AGCY BULET	FFCB 2.420 01/24/20	13,679.72	11,091.67	0.00	0.00	24,771.39	476.96	11,568.63
Total for Passthrough Toll Reimb			203,744.12	66,036.48	3,204.69	0.00	266,575.91	7,319.75	73,356.23

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Pearson Place Debt Service Fund									
LOGIC	LGIP	LOGIC	0.00	1,848.60	1,848.60	0.00	0.00	0.00	1,848.60
Total for Pearson Place Debt Service Fund			0.00	1,848.60	1,848.60	0.00	0.00	0.00	1,848.60
Pooled Funds									
TEXPOOL	LGIP	TexPool	0.00	15,162.66	15,162.66	0.00	0.00	0.00	15,162.66
TEXPRIME	LGIP	TexPool Prime	0.00	17,636.63	17,636.63	0.00	0.00	0.00	17,636.63
Total for Pooled Funds			0.00	32,799.29	32,799.29	0.00	0.00	0.00	32,799.29
Road and Bridge General									
TEXPOOL	LGIP	TexPool	0.00	41.18	41.18	0.00	0.00	0.00	41.18
TEXPRIME	LGIP	TexPool Prime	0.00	13,599.44	13,599.44	0.00	0.00	0.00	13,599.44
89233HL93	CP - DISC	Toyota Mtr Cr 0.000 11/09/18	0.00	0.00	0.00	0.00	0.00	5,149.98	5,149.98
3133EJAU3	AGCY BULET	FFCB 1.920 04/29/19	19,520.00	4,800.00	0.00	0.00	24,320.00	228.69	5,028.69
3135G0G23	AGCY CALL	FNMA 1.300 04/29/19	8,811.11	2,166.67	0.00	0.00	10,977.78	1,173.86	3,340.53
912828R44	TREAS NOTE	U.S. Treasury 0.875 05/15/19	7,775.14	2,139.94	0.00	0.00	9,915.08	3,553.74	5,693.68
3137EAEH8	AGCY BULET	FHLMC 1.375 08/15/19	3,666.67	6,875.00	0.00	0.00	10,541.67	5,295.96	12,170.96
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	8,885.87	2,445.65	0.00	0.00	11,331.52	3,589.02	6,034.67
Total for Road and Bridge General			48,658.79	32,067.88	13,640.62	0.00	67,086.05	18,991.25	51,059.13
Tobacco Funds									
TEXPRIME	LGIP	TexPool Prime	0.00	1,742.57	1,742.57	0.00	0.00	0.00	1,742.57
89233HM35	CP - DISC	Toyota Mtr Cr 0.000 12/03/18	0.00	0.00	0.00	0.00	0.00	1,975.00	1,975.00
313380FB8	AGCY BULET	FHLB 1.375 09/13/19	12,833.33	2,291.67	13,750.00	0.00	1,375.00	1,740.94	4,032.61
Total for Tobacco Funds			12,833.33	4,034.24	15,492.57	0.00	1,375.00	3,715.94	7,750.18

FirstSouthwest AssetManagement
A Hilltop Holdings Company

Williamson County

Earned Income

From 08/31/2018 to 09/30/2018

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Unlimited Tax Road Bonds - Series 2007									
TEXPRIME	LGIP	TexPool Prime	0.00	8,973.10	8,973.10	0.00	0.00	0.00	8,973.10
Total for Unlimited Tax Road Bonds - Series 2007			0.00	8,973.10	8,973.10	0.00	0.00	0.00	8,973.10
Total for Williamson County			1,126,184.31	603,727.85	592,185.92	(1,015.19)	1,138,741.43	185,839.28	789,567.13

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Investment Transactions
From 09/01/2018 to 09/30/2018

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
2013 Road Bond															
Purchases															
09/05/18	09/06/18	48306BQ57	CP - DISC	Kaiser Foundation Hospital		03/05/19		7,000,000.00	98.775	6,914,250.00	0.00	6,914,250.00		2.480	2.480
Total for: Purchases								7,000,000.00		6,914,250.00	0.00	6,914,250.00		2.480	2.480
Income Payments															
09/10/18	09/08/18	3133782M2	AGCY BULET	FHLB	1.500	03/08/19				0.00	45,000.00	45,000.00			
09/10/18	09/08/18	3133782M2	AGCY BULET	FHLB	1.500	03/08/19				0.00	21,337.50	21,337.50			
09/10/18	09/08/18	3133782M2	AGCY BULET	FHLB	1.500	03/08/19				0.00	53,662.50	53,662.50			
09/13/18	09/13/18	3130A02T6	AGCY BULET	FHLB	2.375	09/13/19				0.00	65,312.50	65,312.50			
Total for: Income Payments										0.00	185,312.50	185,312.50			
2015 CO Bonds															
Maturities															
09/28/18	09/28/18	89233HJU9	CP - DISC	Toyota Mtr Cr		09/28/18		8,000,000.00	100.000	8,000,000.00	0.00	8,000,000.00		1.855	
Total for: Maturities								8,000,000.00		8,000,000.00	0.00	8,000,000.00		1.855	
General Fund - Core Investments															
Maturities															
09/28/18	09/28/18	3134G9NM5	AGCY CALL	FHLMC	1.150	09/28/18		5,500,000.00	100.000	5,500,000.00	0.00	5,500,000.00		1.150	
Total for: Maturities								5,500,000.00		5,500,000.00	0.00	5,500,000.00		1.150	
Income Payments															
09/17/18	09/15/18	742651DG4	AGCY BULET	PEFCO	4.375	03/15/19				0.00	43,750.00	43,750.00			
09/17/18	09/15/18	880591EV0	AGCY BULET	TVA	2.250	03/15/20				0.00	58,437.50	58,437.50			
09/28/18	09/28/18	3134G9NM5	AGCY CALL	FHLMC	1.150	09/28/18				0.00	31,625.00	31,625.00			
Total for: Income Payments										0.00	133,812.50	133,812.50			

FirstSouthwest AssetManagement
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Williamson County
Investment Transactions
From 09/01/2018 to 09/30/2018

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
General Fund - Liquid Investments															
Maturities															
09/10/18	09/10/18	36164KJA0	CP - DISC	GE Capital Treasury		09/10/18		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.845	
09/21/18	09/21/18	46640QJM4	CP - DISC	J.P.Morgan Sec		09/21/18		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.977	
Total for: Maturities								14,000,000.00		14,000,000.00	0.00	14,000,000.00		1.911	
Purchases															
09/20/18	09/21/18	9128282G4	TREAS NOTE	U.S. Treasury	0.875	09/15/19		7,000,000.00	98.332	6,883,242.19	1,015.19	6,884,257.38		2.604	2.604
Total for: Purchases								7,000,000.00		6,883,242.19	1,015.19	6,884,257.38		2.604	2.604
Tobacco Funds															
Income Payments															
09/13/18	09/13/18	313380FB8	AGCY BULET	FHLB	1.375	09/13/19				0.00	13,750.00	13,750.00			
Total for: Income Payments										0.00	13,750.00	13,750.00			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW

Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Maturities	27,500,000.00	27,500,000.00		1.743	
Total Purchases	14,000,000.00	13,798,507.38		2.542	2.542
Total Income Payments	0.00	332,875.00			

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Amortization and Accretion
From 08/31/2018 to 09/30/2018

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
2013 Park Bond											
46640QKW0	02/05/18	CP - DISC	J.P.Morgan Sec 0.000 10/30/18		5,000,000.00	98.428	4,921,383.33	8,833.30	70,077.77	8,538.90	4,991,461.10
912828V56	02/05/18	TREAS NOTE	U.S. Treasury 1.125 01/31/19		4,000,000.00	99.203	3,968,125.00	2,647.04	21,110.32	10,764.68	3,989,235.32
912828D23	07/18/18	TREAS NOTE	U.S. Treasury 1.625 04/30/19		5,000,000.00	99.453	4,972,656.25	2,832.55	7,081.35	20,262.40	4,979,737.60
Total for 2013 Park Bond					14,000,000.00		13,862,164.58	14,312.89	98,269.44	39,565.98	13,960,434.02
2013 Road Bond											
3130ACYC2	12/08/17	AGCY BULET	FHLB 1.625 12/04/18		20,000,000.00	99.910	19,982,000.00	1,522.00	14,804.00	3,196.00	19,996,804.00
912828V56	02/01/18	TREAS NOTE	U.S. Treasury 1.125 01/31/19		8,000,000.00	99.199	7,935,937.50	5,262.00	42,663.78	21,398.72	7,978,601.28
3133EHP23	12/08/17	AGCY BULET	FFCB 1.500 02/06/19		5,000,000.00	99.716	4,985,800.00	1,026.20	9,924.05	4,275.95	4,995,724.05
46640QPR6	08/30/18	CP - DISC	J.P.Morgan Sec 0.000 02/25/19		5,000,000.00	98.767	4,938,344.44	10,333.30	11,022.21	50,633.35	4,949,366.65
48306BQ57	09/06/18	CP - DISC	Kaiser Foundation Hospital 0.000 03/05/19		7,000,000.00	98.775	6,914,250.00	11,909.73	11,909.73	73,840.27	6,926,159.73
3133782M2	12/08/17	AGCY BULET	FHLB 1.500 03/08/19		16,000,000.00	99.621	15,942,600.00	3,892.40	36,987.58	20,412.42	15,979,587.58
3130ABKQ8	12/18/17	AGCY CALL	FHLB 1.500 06/28/19	12/28/18	19,675,000.00	99.427	19,562,262.25	6,148.83	57,666.64	55,071.11	19,619,928.89
3130A02T6	04/11/18	AGCY BULET	FHLB 2.375 09/13/19		5,500,000.00	100.099	5,505,445.00	(316.36)	(1,756.31)	(3,688.69)	5,503,688.69
3130ACM92	08/21/18	AGCY BULET	FHLB 1.500 10/21/19		10,000,000.00	98.855	9,885,500.00	8,121.80	10,829.10	103,670.90	9,896,329.10
912828LY4	08/30/18	TREAS NOTE	U.S. Treasury 3.375 11/15/19		10,000,000.00	100.984	10,098,437.50	(6,468.90)	(6,900.20)	(91,537.30)	10,091,537.30
3130ADXU1	04/11/18	AGCY BULET	FHLB 2.320 01/09/20		7,500,000.00	99.929	7,494,675.00	257.93	1,333.28	3,991.72	7,496,008.28
3130ADG22	08/21/18	AGCY CALL	FHLB 2.090 01/23/20	01/23/19	10,000,000.00	99.287	9,928,700.00	4,136.20	5,514.90	65,785.10	9,934,214.90
Total for 2013 Road Bond					123,675,000.00		123,173,951.69	45,825.13	193,998.76	307,049.55	123,367,950.45
2015 CO Bonds											
89233HJU9	01/03/18	CP - DISC	Toyota Mtr Cr 0.000 09/28/18		0.00	98.638	0.00	10,980.00	0.00	0.00	0.00
4497W1L20	02/05/18	CP - DISC	ING Funding 0.000 11/02/18		7,000,000.00	98.425	6,889,750.00	12,250.00	97,183.31	13,066.69	6,986,933.31
912828P53	02/05/18	TREAS NOTE	U.S. Treasury 0.750 02/15/19		5,000,000.00	98.766	4,938,281.25	4,923.25	39,235.95	22,482.80	4,977,517.20
Total for 2015 CO Bonds					12,000,000.00		11,828,031.25	28,153.25	136,419.26	35,549.49	11,964,450.51

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Conservation Fund											
46640QKW0	02/06/18	CP - DISC	J.P.Morgan Sec 0.000 10/30/18		1,000,000.00	98.434	984,335.56	1,766.66	13,956.66	1,707.78	998,292.22
3130A8Y72	08/09/18	AGCY BULET	FHLB 0.875 08/05/19		1,500,000.00	98.429	1,476,435.00	1,973.58	3,420.89	20,144.11	1,479,855.89
Total for Conservation Fund					2,500,000.00		2,460,770.56	3,740.24	17,377.55	21,851.89	2,478,148.11
Cty Clerk Record Mgmt & Preservation											
912828SH4	03/01/18	TREAS NOTE	U.S. Treasury 1.375 02/28/19		500,000.00	99.293	496,464.84	295.28	2,058.76	1,476.40	498,523.60
Total for Cty Clerk Record Mgmt & Preservation					500,000.00		496,464.84	295.28	2,058.76	1,476.40	498,523.60
Cty Clerk Records Archive											
912828SH4	03/01/18	TREAS NOTE	U.S. Treasury 1.375 02/28/19		500,000.00	99.293	496,464.84	295.28	2,058.76	1,476.40	498,523.60
Total for Cty Clerk Records Archive					500,000.00		496,464.84	295.28	2,058.76	1,476.40	498,523.60
Future Environmental Liability											
912828WD8	12/01/17	TREAS NOTE	U.S. Treasury 1.250 10/31/18		1,525,000.00	99.648	1,519,638.67	479.13	4,882.21	479.12	1,524,520.88
Total for Future Environmental Liability					1,525,000.00		1,519,638.67	479.13	4,882.21	479.12	1,524,520.88

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
General Fund - Core Investments											
3134G9NM5	06/28/16	AGCY CALL	FHLMC 1.150 09/28/18		0.00	100.000	0.00	0.00	0.00	0.00	0.00
23542JBD6	07/07/16	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18		5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
89233HK52	06/08/18	CP - DISC	Toyota Mtr Cr 0.000 10/05/18		7,000,000.00	99.233	6,946,317.78	13,533.31	51,877.76	1,804.46	6,998,195.54
3133EFLY1	10/29/15	AGCY BULET	FFCB 0.930 10/29/18		5,000,000.00	99.874	4,993,680.00	177.70	6,154.15	165.85	4,999,834.15
3136G1KL2	05/25/17	AGCY CALL	FNMA 1.150 10/30/18		7,000,000.00	99.750	6,982,500.00	1,024.80	16,509.43	990.57	6,999,009.43
742651DG4	02/17/17	AGCY BULET	PEFCO 4.375 03/15/19		2,000,000.00	106.019	2,120,380.00	(4,866.98)	(93,685.74)	(26,694.26)	2,026,694.26
46640QQN4	06/29/18	CP - DISC	J.P.Morgan Sec 0.000 03/22/19		5,000,000.00	98.094	4,904,683.33	10,750.00	33,683.32	61,633.35	4,938,366.65
3133EGZK4	10/31/16	AGCY CALL	FFCB 1.070 04/24/19		7,000,000.00	99.841	6,988,870.00	375.90	8,574.02	2,555.98	6,997,444.02
313379EE5	02/15/18	AGCY BULET	FHLB 1.625 06/14/19		5,000,000.00	99.353	4,967,650.00	2,019.45	15,191.10	17,158.90	4,982,841.10
3130A8Y72	05/16/18	AGCY BULET	FHLB 0.875 08/05/19		5,675,000.00	98.092	5,566,721.00	7,371.25	33,037.18	75,241.82	5,599,758.18
912828U32	07/16/18	TREAS NOTE	U.S. Treasury 1.000 11/15/19		2,000,000.00	98.023	1,960,468.75	2,392.68	6,141.19	33,390.06	1,966,609.94
3133EJRD3	06/12/18	AGCY BULET	FFCB 2.390 12/05/19		5,500,000.00	99.840	5,491,200.00	490.93	1,783.82	7,016.18	5,492,983.82
880591EV0	05/11/18	AGCY BULET	TVA 2.250 03/15/20		5,000,000.00	99.411	4,970,550.00	1,319.30	6,174.60	23,275.40	4,976,724.60
3135G0T86	11/09/17	AGCY CALL	FNMA 1.950 11/09/20	11/09/18	5,000,000.00	99.930	4,996,500.00	95.80	1,022.50	2,477.50	4,997,522.50
Total for General Fund - Core Investments					**66,175,000.00**		**65,889,520.86**	**34,684.14**	**86,463.33**	**199,015.81**	**65,975,984.19**
General Fund - Liquid Investments											
36164KJA0	12/20/17	CP - DISC	GE Capital Treasury 0.000 09/10/18		0.00	98.665	0.00	3,185.00	0.00	0.00	0.00
46640QJM4	01/08/18	CP - DISC	J.P.Morgan Sec 0.000 09/21/18		0.00	98.613	0.00	7,583.31	0.00	0.00	0.00
3133EFLY1	10/29/15	AGCY BULET	FFCB 0.930 10/29/18		0.00	99.874	0.00	0.00	0.00	0.00	0.00
3136G1KL2	05/25/17	AGCY CALL	FNMA 1.150 10/30/18		0.00	99.750	0.00	0.00	0.00	0.00	0.00
48306BL86	05/03/18	CP - DISC	Kaiser Foundation Hospital 0.000 11/08/18		7,000,000.00	98.740	6,911,800.00	14,000.00	70,466.69	17,733.31	6,982,266.69
3133EGZK4	10/31/16	AGCY CALL	FFCB 1.070 04/24/19		0.00	99.841	0.00	0.00	0.00	0.00	0.00
9128282G4	09/21/18	TREAS NOTE	U.S. Treasury 0.875 09/15/19		7,000,000.00	98.332	6,883,242.19	3,258.69	3,258.69	113,499.12	6,886,500.88
Total for General Fund - Liquid Investments					**14,000,000.00**		**13,795,042.19**	**28,027.00**	**73,725.38**	**131,232.43**	**13,868,767.57**

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Passthrough Toll Reimb											
3130A9AE1	09/08/17	AGCY BULET	FHLB 0.875 10/01/18		8,615,000.00	99.571	8,578,041.65	2,904.29	36,958.35	0.00	8,615,000.00
4497W1LM6	03/01/18	CP - DISC	ING Funding 0.000 11/21/18		10,000,000.00	98.307	9,830,694.44	19,166.70	136,722.26	32,583.30	9,967,416.70
313376BR5	09/22/17	AGCY BULET	FHLB 1.750 12/14/18		3,600,000.00	100.451	3,616,254.00	(1,110.56)	(13,551.66)	(2,702.34)	3,602,702.34
3133EJBZ1	04/11/18	AGCY BULET	FFCB 2.000 05/08/19		8,000,000.00	99.799	7,983,920.00	1,241.52	7,018.40	9,061.60	7,990,938.40
3133X72S2	04/18/18	AGCY BULET	FHLB 5.375 05/15/19		6,000,000.00	103.316	6,198,960.00	(15,359.16)	(83,248.92)	(115,711.08)	6,115,711.08
3133EJLU1	05/02/18	AGCY BULET	FFCB 2.420 01/24/20		5,500,000.00	99.820	5,490,100.00	476.96	2,270.90	7,629.10	5,492,370.90
Total for Passthrough Toll Reimb					41,715,000.00		41,697,970.09	7,319.75	86,169.33	(69,139.42)	41,784,139.42
Road and Bridge General											
89233HL93	02/12/18	CP - DISC	Toyota Mtr Cr 0.000 11/09/18		3,000,000.00	98.455	2,953,650.00	5,149.98	39,654.99	6,695.01	2,993,304.99
3133EJAU3	02/08/18	AGCY BULET	FFCB 1.920 04/29/19		3,000,000.00	99.889	2,996,658.00	228.69	1,742.61	1,599.39	2,998,400.61
3135G0G23	02/08/18	AGCY CALL	FNMA 1.300 04/29/19	10/29/18	2,000,000.00	99.134	1,982,680.00	1,173.86	9,110.14	8,209.86	1,991,790.14
912828R44	05/24/18	TREAS NOTE	U.S. Treasury 0.875 05/15/19		3,000,000.00	98.574	2,957,226.56	3,553.74	15,399.46	27,373.98	2,972,626.02
3137EAEH8	07/16/18	AGCY BULET	FHLMC 1.375 08/15/19		6,000,000.00	98.849	5,930,940.00	5,295.96	13,237.86	55,822.14	5,944,177.86
912828U32	07/16/18	TREAS NOTE	U.S. Treasury 1.000 11/15/19		3,000,000.00	98.023	2,940,703.13	3,589.02	9,211.78	50,085.09	2,949,914.91
Total for Road and Bridge General					20,000,000.00		19,761,857.69	18,991.25	88,356.84	149,785.47	19,850,214.53
Tobacco Funds											
89233HM35	06/07/18	CP - DISC	Toyota Mtr Cr 0.000 12/03/18		1,000,000.00	98.822	988,215.83	1,975.00	7,636.67	4,147.50	995,852.50
313380FB8	06/08/18	AGCY BULET	FHLB 1.375 09/13/19		2,000,000.00	98.672	1,973,440.00	1,740.94	6,541.66	20,018.34	1,979,981.66
Total for Tobacco Funds					3,000,000.00		2,961,655.83	3,715.94	14,178.33	24,165.84	2,975,834.16
Total for Williamson County					299,590,000.00		297,943,533.09	185,839.28	803,957.95	842,508.96	298,747,491.04

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Projected Cash Flows
Cash Flows for next 180 days from 09/30/2018

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
2013 Park Bond						
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	10/30/18	0.00	5,000,000.00	5,000,000.00
912828D23	TREAS NOTE	U.S. Treasury 1.625 04/30/19	10/31/18	40,625.00	0.00	40,625.00
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	01/31/19	22,500.00	4,000,000.00	4,022,500.00
Total for 2013 Park Bond				63,125.00	9,000,000.00	9,063,125.00
2013 Road Bond						
3130ACM92	AGCY BULET	FHLB 1.500 10/21/19	10/21/18	75,000.00	0.00	75,000.00
912828LY4	TREAS NOTE	U.S. Treasury 3.375 11/15/19	11/15/18	168,750.00	0.00	168,750.00
3130ACYC2	AGCY BULET	FHLB 1.625 12/04/18	12/04/18	162,500.00	20,000,000.00	20,162,500.00
3130ABKQ8	AGCY CALL	FHLB 1.500 06/28/19	12/28/18	147,562.50	0.00	147,562.50
3130ADXU1	AGCY BULET	FHLB 2.320 01/09/20	01/09/19	87,000.00	0.00	87,000.00
3130ADG22	AGCY CALL	FHLB 2.090 01/23/20	01/23/19	104,500.00	0.00	104,500.00
912828V56	TREAS NOTE	U.S. Treasury 1.125 01/31/19	01/31/19	45,000.00	8,000,000.00	8,045,000.00
3133EHP23	AGCY BULET	FFCB 1.500 02/06/19	02/06/19	37,500.00	5,000,000.00	5,037,500.00
46640QPR6	CP - DISC	J.P.Morgan Sec 0.000 02/25/19	02/25/19	0.00	5,000,000.00	5,000,000.00
48306BQ57	CP - DISC	Kaiser Foundation Hospital 0.000 03/05/19	03/05/19	0.00	7,000,000.00	7,000,000.00
3133782M2	AGCY BULET	FHLB 1.500 03/08/19	03/08/19	120,000.00	16,000,000.00	16,120,000.00
3130A02T6	AGCY BULET	FHLB 2.375 09/13/19	03/13/19	65,312.50	0.00	65,312.50
Total for 2013 Road Bond				1,013,125.00	61,000,000.00	62,013,125.00
2015 CO Bonds						
4497W1L20	CP - DISC	ING Funding 0.000 11/02/18	11/02/18	0.00	7,000,000.00	7,000,000.00
912828P53	TREAS NOTE	U.S. Treasury 0.750 02/15/19	02/15/19	18,750.00	5,000,000.00	5,018,750.00
Total for 2015 CO Bonds				18,750.00	12,000,000.00	12,018,750.00
Conservation Fund						
46640QKW0	CP - DISC	J.P.Morgan Sec 0.000 10/30/18	10/30/18	0.00	1,000,000.00	1,000,000.00
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	02/05/19	6,562.50	0.00	6,562.50
Total for Conservation Fund				6,562.50	1,000,000.00	1,006,562.50

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County

Projected Cash Flows

Cash Flows for next 180 days from 09/30/2018

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Cty Clerk Record Mgmt & Preservation						
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	02/28/19	3,437.50	500,000.00	503,437.50
Total for Cty Clerk Record Mgmt & Preservation				**3,437.50**	**500,000.00**	**503,437.50**
Cty Clerk Records Archive						
912828SH4	TREAS NOTE	U.S. Treasury 1.375 02/28/19	02/28/19	3,437.50	500,000.00	503,437.50
Total for Cty Clerk Records Archive				**3,437.50**	**500,000.00**	**503,437.50**
Future Environmental Liability						
912828WD8	TREAS NOTE	U.S. Treasury 1.250 10/31/18	10/31/18	9,531.25	1,525,000.00	1,534,531.25
Total for Future Environmental Liability				**9,531.25**	**1,525,000.00**	**1,534,531.25**
General Fund - Core Investments						
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	10/01/18	24,625.00	5,000,000.00	5,024,625.00
89233HK52	CP - DISC	Toyota Mtr Cr 0.000 10/05/18	10/05/18	0.00	7,000,000.00	7,000,000.00
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	10/24/18	37,450.00	0.00	37,450.00
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	10/29/18	23,250.00	5,000,000.00	5,023,250.00
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	10/30/18	40,250.00	7,000,000.00	7,040,250.00
3135G0T86	AGCY CALL	FNMA 1.950 11/09/20	11/09/18	48,750.00	0.00	48,750.00
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	11/15/18	10,000.00	0.00	10,000.00
3133EJRD3	AGCY BULET	FFCB 2.390 12/05/19	12/05/18	65,725.00	0.00	65,725.00
313379EE5	AGCY BULET	FHLB 1.625 06/14/19	12/14/18	40,625.00	0.00	40,625.00
3130A8Y72	AGCY BULET	FHLB 0.875 08/05/19	02/05/19	24,828.12	0.00	24,828.12
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	03/15/19	43,750.00	2,000,000.00	2,043,750.00
880591EV0	AGCY BULET	TVA 2.250 03/15/20	03/15/19	56,250.00	0.00	56,250.00
3133EJZZ5	AGCY CALL	FFCB 3.030 09/20/21	03/20/19	75,750.00	0.00	75,750.00
46640QQN4	CP - DISC	J.P.Morgan Sec 0.000 03/22/19	03/22/19	0.00	5,000,000.00	5,000,000.00
Total for General Fund - Core Investments				**491,253.12**	**31,000,000.00**	**31,491,253.12**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
General Fund - Liquid Investments						
48306BL86	CP - DISC	Kaiser Foundation Hospital 0.000 11/08/18	11/08/18	0.00	7,000,000.00	7,000,000.00
9128282G4	TREAS NOTE	U.S. Treasury 0.875 09/15/19	03/15/19	30,625.00	0.00	30,625.00
Total for General Fund - Liquid Investments				**30,625.00**	**7,000,000.00**	**7,030,625.00**
Passthrough Toll Reimb						
3130A9AE1	AGCY BULET	FHLB 0.875 10/01/18	10/01/18	37,690.62	8,615,000.00	8,652,690.62
912828TV2	TREAS NOTE	U.S. Treasury 1.250 10/31/19	10/31/18	53,750.00	0.00	53,750.00
3133EJBZ1	AGCY BULET	FFCB 2.000 05/08/19	11/08/18	80,000.00	0.00	80,000.00
3133X72S2	AGCY BULET	FHLB 5.375 05/15/19	11/15/18	161,250.00	0.00	161,250.00
4497W1LM6	CP - DISC	ING Funding 0.000 11/21/18	11/21/18	0.00	10,000,000.00	10,000,000.00
313376BR5	AGCY BULET	FHLB 1.750 12/14/18	12/14/18	31,500.00	3,600,000.00	3,631,500.00
3133EJLU1	AGCY BULET	FFCB 2.420 01/24/20	01/24/19	66,550.00	0.00	66,550.00
Total for Passthrough Toll Reimb				**430,740.62**	**22,215,000.00**	**22,645,740.62**
Road and Bridge General						
3133EJAU3	AGCY BULET	FFCB 1.920 04/29/19	10/29/18	28,800.00	0.00	28,800.00
3135G0G23	AGCY CALL	FNMA 1.300 04/29/19	10/29/18	13,000.00	0.00	13,000.00
89233HL93	CP - DISC	Toyota Mtr Cr 0.000 11/09/18	11/09/18	0.00	3,000,000.00	3,000,000.00
912828R44	TREAS NOTE	U.S. Treasury 0.875 05/15/19	11/15/18	13,125.00	0.00	13,125.00
912828U32	TREAS NOTE	U.S. Treasury 1.000 11/15/19	11/15/18	15,000.00	0.00	15,000.00
3137EAEH8	AGCY BULET	FHLMC 1.375 08/15/19	02/15/19	41,250.00	0.00	41,250.00
Total for Road and Bridge General				**111,175.00**	**3,000,000.00**	**3,111,175.00**
Tobacco Funds						
89233HM35	CP - DISC	Toyota Mtr Cr 0.000 12/03/18	12/03/18	0.00	1,000,000.00	1,000,000.00
313380FB8	AGCY BULET	FHLB 1.375 09/13/19	03/13/19	13,750.00	0.00	13,750.00
Total for Tobacco Funds				**13,750.00**	**1,000,000.00**	**1,013,750.00**

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County

Projected Cash Flows

Cash Flows for next 180 days from 09/30/2018

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			October 2018	383,971.87	40,140,000.00	40,523,971.87
			November 2018	496,875.00	27,000,000.00	27,496,875.00
			December 2018	447,912.50	24,600,000.00	25,047,912.50
			January 2019	325,550.00	12,000,000.00	12,325,550.00
			February 2019	135,765.62	16,000,000.00	16,135,765.62
			March 2019	405,437.50	30,000,000.00	30,405,437.50
		Total Projected Cash Flows for Williamson County		**2,195,512.49**	**149,740,000.00**	**151,935,512.49**

Commissioners Court - Regular Session **27.**

Meeting Date: 03/19/2019

2019 Investment Policy

Submitted For: David Heselmeyer **Submitted By:** David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on approving the Williamson County Investment Policy, which was approved by the Investment Committee on January 28, 2019 (with no revisions from the prior year).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Investment Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:07 AM
Form Started By: David Heselmeyer		Started On: 03/14/2019 10:57 AM
Final Approval Date: 03/14/2019		

WILLIAMSON COUNTY

INVESTMENT POLICY

JANUARY 2019

WILLIAMSON COUNTY
INVESTMENT POLICY
January 2019

I. INVESTMENT AUTHORITY

In accordance with Section 116.112(a) of the Local Government Code and/or Title X, Chapter 2256, Section 2256.005 (f) and (g), the Williamson County Treasurer, under the direction of the Williamson County Commissioners' Court (the "Court"), may invest the County funds that are not immediately required to pay obligations of Williamson County (the "County"). The Treasurer shall act as the Investment Officer of the County. The Commissioners' Court may designate one or more county officers or employees as Investment Officers to assist the Treasurer in investment related duties.

Not less than annually, the Court shall adopt a written resolution stating that it has reviewed the Investment Policy and that the written instrument so adopted shall record any amendments made to the Investment Policy.

II. SCOPE

This Investment Policy and Strategy applies to all County funds including General Revenue, Road and Bridge, Tobacco, Construction, Reserve funds, Debt Service funds and funds of the County Benefits Program. Additional non-county funds are listed in Section IX of this policy.

III. INVESTMENT OBJECTIVES

111.1 General Statement

Funds of the County will be invested in compliance with federal and state laws, this investment policy and written administrative procedures. The County will invest according to investment strategies for each group of funds as they are adopted by the Court's resolution.

111.2 Safety and Maintenance of Liquidity

The County is concerned about the return of its principal; therefore, safety of principal is a primary objective in any investment transaction. The County's investment portfolio must be structured in conformance with an asset/liability management plan that provides for liquidity necessary to pay obligations as they become due.

111.3 Diversification

It will be the policy of the County to diversify its portfolio to eliminate the risk of loss resulting from a concentration of assets in a specific maturity (save and except zero duration funds), a specific issuer or a specific class of investments. Investments of the County shall always be selected to provide stability of income and reasonable liquidity.

111.4 Yield

The yield objective of the County is to earn the maximum return on its investments within policy guidelines imposed by safety and liquidity objectives, investment strategies for each group of funds as well as state and federal law governing investment of public funds. Investment performance will be measured by weighted average yield to maturity at cost.

111.5 Maturity

Portfolio maturities will be structured to meet the obligations of the County first and then to achieve the highest rate of return of interest. When the County has funds not required to meet current-year obligations, maturity restraints will be imposed upon the investment strategy for each group of funds. The maximum allowable stated maturity of any individual investment owned by the County is three (3) years.

111.6 Quality and Capability of Investment Management

It is the County's policy to provide training as required by the Public Funds Investment Act. Periodic training in investments, policy and procedures for the County Investment Officer and members of the Investment Advisory Committee will be provided through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of county investment decisions. The County Investment Officer will be required to attend at least 10 hours of investment training each fiscal year provided through an independent source approved by the County Commissioners' Court or the Investment Advisory Committee. Investment Advisory Committee members shall also be required to attend at least 10 hours of investment training during each two-year, such that, on September 30 of each year, each such member shall have attended at least 10 hours of investment training during the immediately preceding 24-month period. Certification of training for the Investment Officer and the Investment Advisory Committee members will be presented for acceptance and entry into the official minutes of the Court.

111.7 Competitive Bidding

In order to achieve a fair market price in all its investment transactions, the County requires a competitive bidding process for all individual security purchases and sales except for transactions in money market mutual funds, local government investment pools and depository "sweep" products.

At least three bids or offers must be solicited for all other transactions involving individual securities. The County's Investment Advisor is also required to solicit at least three bids or offers when transacting trades on the County's behalf. In situations where the exact security being offered is not offered by other dealers, offers on the closest comparable investment may be used to establish a fair market price for the security.

111.8 Investment Advisors

The County may designate, with approval from the Court, a professional investment advisory firm, registered with the Securities and Exchange Commission under the 1940 Investment Advisors Act, as well as the State Securities Board to assist the County in the management of its funds. This Investment Advisor shall act solely in an advisory and administrative capacity within the guidelines of this policy. The County's relationship with the advisor shall be governed by a formal management contract between the two parties.

IV. INVESTMENT OBJECTIVES

The overall investment objectives of the County shall be to:

- ✓ Match the suitability of investments to financial requirements;
- ✓ Achieve safety of principal;
- ✓ Maintain required liquidity;
- ✓ Diversify the portfolio by investment type, issuer and maturity sector; and
- ✓ Seek the highest possible yield within policy and cash flow constraints.

V. INVESTMENT RESPONSIBILITY AND CONTROL

V.1 Investment Advisory Committee

The Investment Advisory Committee reviews investment policies and procedures, investment strategies, and investment performances. Members of the Committee include the County Judge, a County Commissioner, the Tax Assessor/Collector, and the County Auditor. The County Investment Officer will serve as an ex-officio member of the committee. Members should have demonstrated knowledge and expertise in the area of finance, investments, or cash management. The Chair of the Committee will be elected by the Committee and the meetings will be quarterly or more frequently if needed.

V.2 Liability of Investment Officer

The County Investment Officer is not responsible for any loss of County funds through the failure or negligence of the depository bank. This policy does not release the Investment Officer, or any other person for a loss resulting from any act of official misconduct, or negligence, or for any misappropriation of such funds. The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and internal procedures. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability provided deviations are reported to the Advisory Committee on a timely basis.

V.3 Audit

The Court will review the Investment Policy and Strategies annually and, at a minimum, will have an annual compliance audit of management controls on investments and adherence to established investment policies. The independent auditor will report the results of the audit to the Court after completion of the audit.

V.4 Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield.

In determining whether the investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- ✓ the investment of all funds, or funds under the County's control, over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and,
- ✓ whether the investment decision was consistent with the written investment policy of the County.

V.5 Investment Institution Defined

The County Investment Officer shall invest County funds with any or all of the institutions or groups consistent with federal and state regulations and approved by the Court.

V.6 Qualifications for Approval of Broker/Dealer

A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with the County. Broker/dealers shall sign an acknowledgement of receipt of policy. The qualified representative of the business organization seeking to sell an authorized investment, specifically public funds investement pools and discretionary investment management firms, shall execute a written instrument, provided by the County that the business organizations has:

- ✓ received and thoroughly reviewed the investment policy of the County; and
- ✓ acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the County and the organization.

The investment officer may not buy any investment instrument from an entity that has not delivered to the County the instrument signed by the qualified representative.

Along with the signed affidavit the business organization shall supply the County with the following:

- ✓ Completed Broker/Dealer questionnaire.
- ✓ Completed Anti-Collusion Agreement.
- ✓ Financial statements (to be provided annually).
- ✓ Delivery instructions.
- ✓ Financial Institutions Regulatory Authority (FINRA) Certification Proof.
- ✓ Texas State Securities Commission Registration Proof.

On an annual basis, the Investment Advisory Committee shall review, revise and adopt a list of qualified brokers authorized to engage in investment transactions with the County.

If the County chooses to utilize the services of an Investment Advisor, the advisor shall be responsible for performing due diligence on the dealers with which it conducts investment transactions, shall present to the Investment Advisory Committee a list of approved broker dealers from which it obtains competitive offers and shall sign the required affidavit on behalf of these approved broker dealers.

V.7 Standards of Operation

The County Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program set by the Commissioners' Court of the County. The County Investment Officer shall determine the amount of cash available for payments by the County, invest the funds not required in the performance of that duty, and shall exercise good judgment and discretion to effectuate the policies herein set forth. The County Investment Officer shall be authorized to delegate to an employee(s) the authority to place orders for such investments and to perform all acts required to acquire, pay for, hold, sell, exchange, tender or collect investments. Such designated employee(s) must have achieved the same certifications and training hours as the County Investment Officer.

V.8 Delivery vs. Payment

It will be the policy of the County that all investment securities shall be purchased using "Delivery vs. Payment" (DVP) method through the Federal Reserve System. By doing so, the County funds are not released until the County has received through the Federal Reserve wire, the securities purchased.

V.9 Standard of Ethics

The designated Investment Officers shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Investment Officers shall refrain from personal business activity that might conflict with proper execution of the investment program or might impair their ability to make impartial investment decisions. Additionally, all Investment Officers shall file with Williamson County and the Texas Ethics Commission a statement disclosing any personal business relationship with any organization seeking to sell investments to the County; or, any relationship within the second degree of affinity or consanguinity to an individual seeking to sell investments to the County. For purposes of this subsection, an Investment Officer has a personal business relationship with a business organization if:

- ✓ the Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;
- ✓ funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or
- ✓ the Investment Officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the Investment Officer.

V.10 Downgrade Provision for Investment Ratings

An Investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The County shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating. The County shall also monitor the credit ratings on securities that require minimum ratings. This may be accomplished through research, or with the assistance of broker dealers, banks, safekeeping agents or the County's investment advisor.

VI. INVESTMENT REPORTING

VI.1 Portfolio Market Valuation

All securities held in the County investment portfolio shall be priced at the current market value on a quarterly basis and reported as part of the Quarterly Investment Report. Regular mark-to-market pricing will ensure awareness of portfolio value and price volatility by County officials. Market values should be obtained from a reputable and independent source including but not limited to Bloomberg, the Wall Street Journal and Interactive Data Corporation (I D C).

VI.2 Quarterly Investment Report

Not less than quarterly, the investment officer shall prepare and submit to the County Investment Advisory Committee a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

1. describe in detail the investment position of the County on the date of the report;

2. be signed by all investment officers of the County;

3. contain a summary statement of each pooled fund group that states:

   - ✓ beginning market value for the reporting period;
   - ✓ additions and changes to the market value during the period; and
   - ✓ ending market value for the period;

4. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

5. state the maturity date of each separately invested asset that has a maturity date;

6. state the account or fund or pooled group fund in the County for which each individual investment was required; and

7. state compliance of the investment portfolio of the County as it relates to:

   - ✓ strategy expressed in the County's investment policy; and
   - ✓ relevant provisions of the chapter.

The independent auditor shall review reports annually with findings presented to the Court.

VI.3 Notification of Investment Changes

It shall be the duty of the Investment Officer of the County to notify the Court of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this policy or not.

VII. INVESTMENT COLLATERAL AND SAFEKEEPING

VII.1 Collateralization Policy

Consistent with the requirement of State law, the County requires that all bank deposits to be federally insured or collateralized with authorized securities. Financial institutions serving as county depositories are required to sign a Depository Agreement with the County and the County's safekeeping agent. The safekeeping portion of the Agreement will define the County's rights to collateral in the event of default, bankruptcy, or closing and will establish a perfected security interest in compliance with federal and state regulations. In addition, repurchase agreements must be fully collateralized during the term of the agreement.

VII.2 Allowable Collateral

Securities eligible as collateral are defined by the Public Funds Collateral Act, as amended, and include all securities permitted under the Public Funds Investment Act. Collateral adequacy shall be verified against monthly safekeeping reports. More frequent verification may be required during periods of high market volatility.

Certificates of Deposit
The market value of the principal portion of collateral pledged for certificates of deposit must at all times be *equal to or greater than* the par value of the certificate of deposit plus accrued interest, less the applicable level of FDIC insurance.

Repurchase Agreements
A repurchase agreement's collateral level must be maintained at or above 102% of the agreement's outstanding balance plus accrued interest.

VII.3 Correcting Collateral Deficiencies

Certificates of Deposit
If the collateral pledged for a CD falls below the par value of the deposit, plus accrued interest less FDIC insurance, the Bank issuing the CD will be notified by the Investment Officers and will be required to pledge additional securities no later than the end of the next succeeding business day.

Repurchase Agreements
If the value of the securities underlying a repurchase agreement falls below the margin maintenance levels specified above, the Investment Officers will request additional securities. If the repurchase agreement is scheduled to mature within five business days and the amount is deemed to be immaterial, then the request is not necessary.

VII.4 Collateral Substitution

Collateralized certificates of deposit and repurchase agreements often require substitution of collateral. Any broker, dealer or financial institution requesting substitution must contact the Investment Officers for approval and settlement. The only exception to this shall be in the case of a flexible repurchase agreement in which a third-party safekeeping agent is contractually responsible for maintaining collateral at the agreed-upon percentage. The substituted security's value will be calculated and substitution approved if its value is equal to or greater than the required security level. Substitution is permitted, but should be limited if possible to minimize potential administrative problems and transfer expense. In the case of a flexible repurchase agreement, an independent third-party custodian shall be responsible for collateral substitution and maintaining proper securitization.

VII.5 Safekeeping

All purchased securities shall be registered in the County's name and held in safekeeping at a third-party financial institution, or with the Federal Reserve Bank.

All certificates of deposit, insured by the FDIC, purchased outside the County Depository Bank shall be held in safekeeping by the County.

VIII. INVESTMENT TYPES

VIII.1 Authorized Investments

The County Investment Officers shall use any or all of the following authorized investment instruments consistent with Title X, Chapter 2256 of the Texas Government Code:

1. Obligations of the United States or its agencies and instrumentalities, including FHLB letters of credit;

2. Direct obligations of this state or its agencies and instrumentalities;

3. No-load money market mutual funds if the mutual fund:

   - ✓ is regulated by the SEC;
   - ✓ has a dollar-weighted average stated maturity of 60 days or less;
   - ✓ includes in its investment objectives the maintenance of a stable $1.00 net asset value per each share;
   - ✓ is limited as to the amount invested per the requirements set forth in Chapter 2256, Government Code Section 2256.014; and
   - ✓ has supplied the County with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;

4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this state or the United States or their respective agencies or instrumentalities, including any obligation that is fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC).

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment firm not less than A or its equivalent;

6. Certificates of deposit, if issued by a state or national bank located in this state and:

   - ✓ guaranteed or insured by the Federal Deposit Insurance Corporation or its successor; and
   - ✓ secured in any other manner and amount provided by law for deposits of the County;

7. A fully collateralized repurchase agreement, if it:

   - ✓ has a defined termination date;
   - ✓ is secured by any combination of cash and obligations described by Section 2256.009 (a)(1) of the Public Funds Investment Act; and
   - ✓ requires the securities being purchased by the County to be pledged to the County, held in the county's name, and deposited at the time the investment is made with the County or with a third party selected and approved by the County; and
   - ✓ is placed through a primary government securities dealer, approved by the County, or a financial institution doing business in this state; and,
   - ✓ is supported by a Master Repurchase Agreement executed by both parties.

8. Commercial paper is an authorized investment, limited to no more than 10% of the total portfolio per issuer at the time of purchase and no more than 30% total concentration of commercial paper, if the commercial paper:

   - ✓ has a stated maturity of 270 days or fewer from the date of its issuance; and,
   - ✓ is rated not less than A-1 or P-1 or an equivalent rating by at least;

     1. two nationally recognized credit rating agencies; or

2. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

9. Eligible investment pools, as defined in the Public Funds Investment Act. Each pool requires a written resolution from the Court authorizing investment in the particular pool. The investment pool shall invest the funds it receives from entities in authorized investments permitted by the Public Funds Investment Act. The County by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

10. Interest bearing bank savings deposits issued by state and national banks or savings bank or a state or federal credit union (having their main or branch office in Texas) that are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund (or their successor organizations). Also included are collateralized interest bearing savings deposits that have secured the uninsured portion of deposits with obligations of the U.S. Treasury and/or Federal agencies and instrumentalities.

VIII.2 Prohibited Investments

The following securities are not eligible investments for Williamson County:

- ✓ Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- ✓ Obligations whose payment represents the principal payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no interest.
- ✓ Collateralized mortgage obligations (CMO's) that have a stated maturity date of greater than 10 years.
- ✓ CMO's having a coupon rate determined by an index that adjusts opposite to changes in a market index ('Inverse Floater")

IX. NON-COUNTY FUNDS

The following funds are designated as non-county because they are under the authority of a Williamson County official who chooses to invest the funds within the guidelines designated by the statutes of the State of Texas. These funds may not be considered funds that belong to the County but could be considered a liability for the County. All funds will be invested in compliance with the Public Funds Investment Act and the County's Investment Policy. An exception may be made when required by state law.

IX.1 Tax Assessor/Collector

County funds are invested to enhance investment return for the County before the County receives the funds. State of Texas funds in the custody of the Tax Assessor/Collector may be invested before remitting to the state or to the entity for whom the Tax Assessor/Collector is contracted to collect taxes.

IX.2 County Clerk Registry Funds

County Clerk Registry Funds are received by court order from Commissioners' Court, County Court-at-Law, or County Courts. These funds must be deposited in the County depository and then invested according to the court orders. A court order is required from the County Courts and the County Courts-at-Law prior to disbursement of the funds.

IX.3 District Attorney Forfeiture funds

District Attorney Forfeiture Funds are designated by a court of law and placed under the authority of the District Attorney. These funds must be deposited in the County depository and then may be invested until a District Court order is issued to release the funds.

IX.4 District Clerk Registry Funds

District Clerk Registry Funds are received by court order from the District Courts. These funds must be deposited in the County depository and then invested according to the court orders. A court order is required from the District Courts prior to the disbursement of the funds.

IX.5 County Treasurer's Adult Probation Funds

Funds designated as the "County Treasurer's Adult Probation" funds may be invested by the County Investment Officer upon an inter-governmental agreement with the Commissioners' Court and the Williamson County Community Supervision and Corrections Department. All funds invested will adhere to the policies and procedures as set forth in the County's investment policy.

IX.6 Williamson County/Cities Health District Funds

The County Investment Officer upon an inter-governmental agreement approved by the Commissioners' Court may invest Williamson County/Cities Health District Funds. All funds invested will adhere to the policies and procedures as set forth in the County's investment policy.

IX.7 Williamson County Benefits Funds

The County Investment Officer upon an inter-governmental agreement approved by the Commissioners' Court may invest Williamson County Benefit Funds. All funds invested will adhere to the policies and procedures as set forth in the County's investment policy.

X. INVESTMENT FUND STRATEGIES

PREFACE

It is the policy of Williamson County that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, adopted Investment Policy and adopted Investment Strategy.

In accordance with the Public Funds Investment Act, the County's investment strategies shall address the following priorities (in order of importance):

- ✓ Understanding the suitability of the investment to the financial requirements of the County,
- ✓ Preservation and safety of principal,
- ✓ Liquidity,
- ✓ Marketability of the investment prior to maturity,
- ✓ Diversification of the investment portfolio, and
- ✓ Yield.

Effective investment strategy development coordinates the primary objectives of the County's Investment Policy and cash management procedures to enhance interest earnings and reduce investment risk. Active cash management will increase the available "investment period" and subsequently interest earnings. Maturity selections shall be based on cash flow and market conditions to take advantage of various interest rate cycles. The County's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with the Investment Policy.

Each major fund type has varying cash flow requirements and liquidity needs. Therefore specific strategies shall be implemented considering the fund's unique requirements. The County's funds shall be analyzed and invested according to the following major fund types:

Operating Funds
Construction and Capital Improvement Funds
Debt Service Funds
Enterprise Funds
Internal Service Funds

XI. STRATEGIES

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Investment guidelines by fund-type are as follows:

A. Operating Funds

Suitability — Any investment eligible in the Investment Policy is suitable for the Operating Funds.

Safety of Principal- All Operating Funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the portfolio's weighted average maturity to less than 365 days and restricting the maximum allowable maturity to three years, the price volatility of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market "spreads" between the bid and offer prices of a particular security- type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity — The Operating Fund requires the greatest short-term liquidity of any of the fund types. Short-term investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification — Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the County. Market

cycle risk will be reduced by diversifying the appropriate maturity structure out along the maturity curve.

Yield — Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The 6-month Constant Maturity Treasury (CMT) bill shall be the minimum yield objective.

B. Construction and Capital Improvement Funds

Suitability — Any investment eligible in the Investment Policy is suitable for Construction and Capital Improvement (CC&I) Funds.

Safety of Principal — All CC&I Funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the Construction and Capital Improvement Fund's portfolio not to exceed the anticipated expenditure schedule, the market risk of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market "spreads" between the bid and offer prices of a particular security- type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity — County funds used for construction and capital improvement programs have reasonably predictable draw down schedules. Therefore investment maturities shall generally follow the anticipated cash flow requirements. Investment pools and money market mutual funds shall provide readily available funds generally equal to at least one month's anticipated cash flow needs, or a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request, this investment structure is commonly referred to as a flexible repurchase agreement.

Diversification — Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds and other construction and capital improvement funds. With bond proceeds, if investment rates exceed the applicable arbitrage yield, the County is best served by locking in most investments. If the arbitrage yield can not be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger lumps. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield with any County funds.

Yield — Achieving a positive spread to the applicable arbitrage yield is the desired objective for bond proceeds. Non-bond proceeds construction and capital project funds will seek to exceed the 6-month Constant Maturity Treasury average.

C. Debt Service Funds

Suitability — Any investment eligible in the Investment Policy is suitable for the Debt Service Fund.

Safety of Principal — All Debt Service Funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the Debt Service Fund's portfolio not to exceed the debt service payment schedule, the market risk of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash requirement is not probable.

Liquidity — Debt service funds have predictable payment schedules. Therefore investment maturities shall not exceed the anticipated cash flow requirements. Investment pools and money market mutual funds shall provided a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment; this investment structure is commonly referred to as a flexible repurchase agreement.

Diversification — Market conditions influence the attractiveness of fully extending maturity to the next "un-funded" payment date. Generally, if investment rates are trending down, the County is best served by locking in most investments. If interest rates are flat or trending up, then concurrent market conditions will determine the attractiveness of extending maturity or investing in shorter alternatives. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

Yield — Attaining a competitive market yield for comparable security types and portfolio restrictions is the desired objective. The 6-month Constant Maturity Treasury (CMT) bill shall be the minimum yield objective.

D. Enterprise Funds

Suitability — Any investment eligible in the Investment Policy is suitable for the Enterprise Funds.

Safety of Principal — All Enterprise Funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the weighted average days to maturity for the Enterprise Fund portfolio to less than 365 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market "spreads" between the bid and offer prices of a particular security- type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity — The Enterprise Fund requires short-term liquidity. Constant dollar investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification — Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the County. Market cycle risk will be reduced by diversifying the appropriate maturity structure out along the maturity curve.

Yield — Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The minimum yield objective shall be the 91-day Treasury bill average.

E. Internal Service

Suitability — Any investment eligible in the Investment Policy is suitable for the Internal Service Funds.

Safety of Principal — All funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the weighted average days to maturity for the Internal Service Fund portfolio to less than 365 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market “spreads” between the bid and offer prices of a particular security- type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity — The Internal Service Fund requires short-term liquidity. Constant Dollar investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification — Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the County. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield — Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The average 91-day Treasury bill yield shall be the minimum yield objective.

Commissioners Court - Regular Session **28.**

Meeting Date: 03/19/2019

Property Tax Collections – February 2019

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax collections for the month of February 2019 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

020119-022819 GWI-RFM

020119-022819 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 09:06 AM
Form Started By: Renee Clark		Started On: 03/13/2019 04:01 PM
Final Approval Date: 03/14/2019		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
February 28, 2019

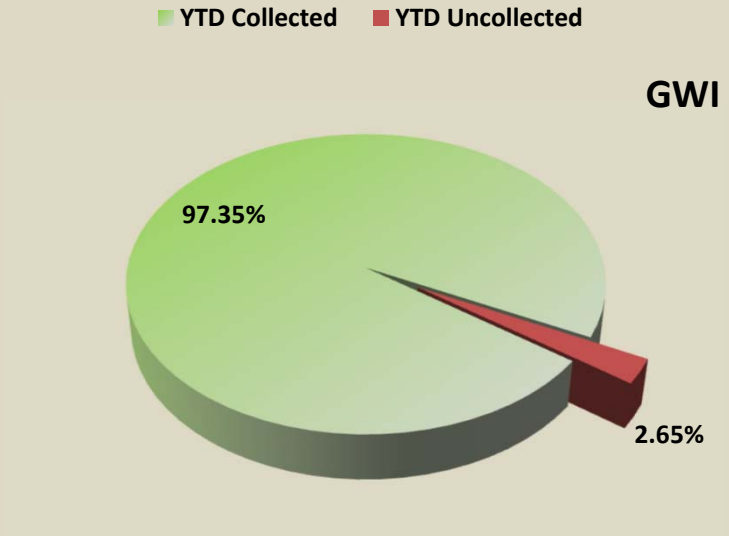
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2018	$263,787,849.87	$1,775,579.33	$265,563,429.20	$3,398,194.56	$158,551.28	($65,309.02)	$7,028,514.13	$258,534,915.07	97.35%	97.41%	97.95%
2017 & Prior	$2,225,417.94	($114,324.48)	$2,111,093.46	$36,558.61	$9,808.20	$1,959.83	$1,715,336.02	$395,757.44	18.75%	24.48%	
Rollbacks	$728,423.87	$261,550.23	$989,974.10	$55,947.50	$2,508.00	$0.03	$91,973.41	$898,000.69	90.71%	90.96%	
Total All	$266,741,691.68	$1,922,805.08	$268,664,496.76	$3,490,700.67	$170,867.48	($63,349.16)	$8,835,823.56	$259,828,673.20	96.71%	96.82%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2018	$24,985,918.49	$173,353.27	$25,159,271.76	$322,024.02	$15,050.17	($6,234.75)	$652,454.47	$24,506,817.29	97.41%	97.47%	97.98%
2017 & Prior	$192,611.74	($9,591.66)	$183,020.08	$3,351.91	$884.52	$178.51	$145,416.88	$37,603.20	20.55%	26.65%	
Rollbacks	$66,026.36	$23,641.23	$89,667.59	$5,058.86	$227.41	$0.00	$8,356.70	$81,310.89	90.68%	90.93%	
Total All	$25,244,556.59	$187,402.84	$25,431,959.43	$330,434.79	$16,162.10	($6,056.24)	$806,228.05	$24,625,731.38	96.83%	96.93%	

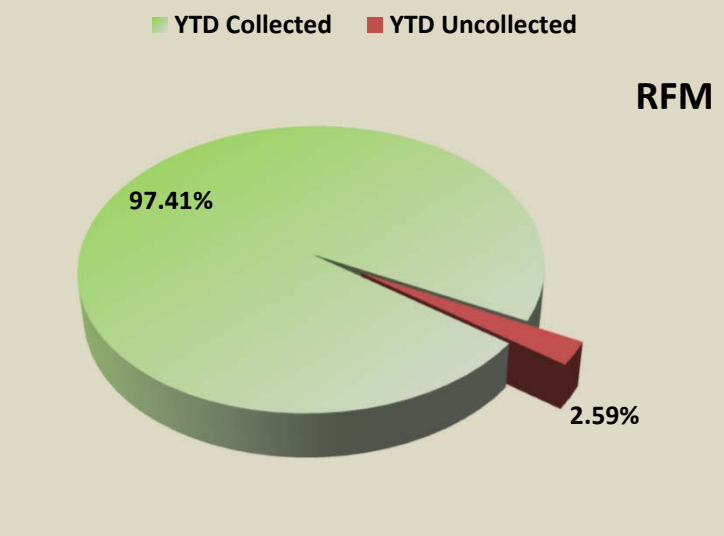
2018 COMBINED MONTHLY BREAKDOWN

Oct-18	$291,986,248.27	$55,422.48	$292,041,670.75	$6,698,736.54	$24,058.16	$414.39	$285,342,519.82	$6,699,150.93
Nov-18	$292,041,670.75	$2,035,779.11	$294,077,449.86	$14,472,004.24	$14,623.51	$1,863.91	$272,904,430.78	$21,173,019.08
Dec-18	$294,077,449.86	$76,514.79	$294,153,964.65	$158,358,138.96	$60,078.22	$727.80	$114,622,078.81	$179,531,885.84
Jan-19	$294,153,964.65	($57,508.46)	$294,096,456.19	$101,169,093.22	$22,671.14	$1,695.46	$13,393,781.67	$280,702,674.52
Feb-19	$294,096,456.19	$0.00	$294,096,456.19	$3,821,135.46	$187,029.58	($69,405.40)	$9,642,051.61	$284,454,404.58

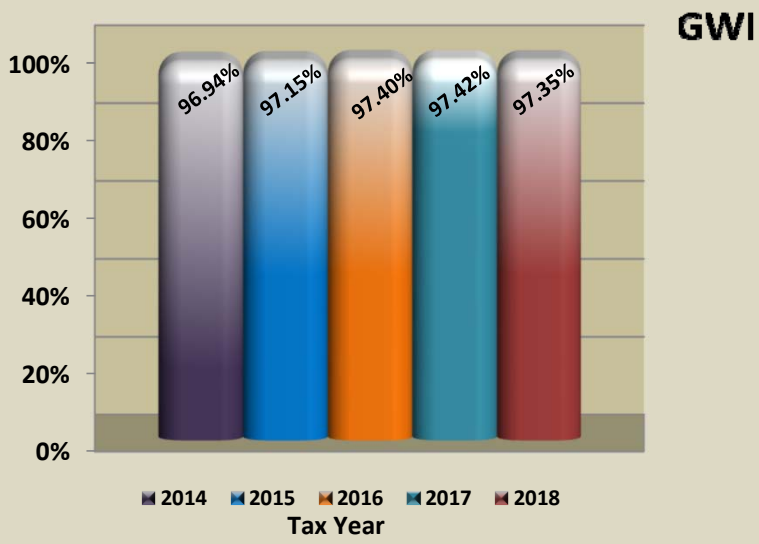
Year to Date Collection Report
February 1-28, 2019



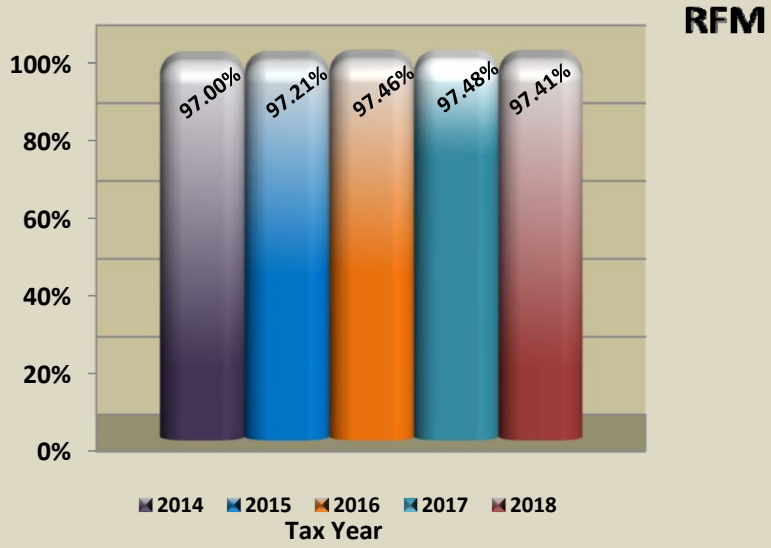
Year to Date Collection Report
February 1-28, 2019



Percent of Roll Collected Comparison
February 1-28, 2019



Percent of Roll Collected Comparison
February 1-28, 2019



Commissioners Court - Regular Session **29.**

Meeting Date: 03/19/2019

Property Tax Refunds – Over 2500 – February 2019

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 for the month of February 2019 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

020119-022819 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 09:10 AM
Form Started By: Renee Clark		Started On: 03/13/2019 04:07 PM
Final Approval Date: 03/14/2019		

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: March 12, 2019

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

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

Annex Locations:
1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

350 Discovery Blvd., Ste. 101
Cedar Park, Texas 78613
Telephone: 512.260.4290

412 Vance St., Ste. 1
Taylor, Texas 76574
Telephone: 512.352.4140

Property Tax
Monthly Refund Report
As of February 28, 2019

Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers				
02/05/2019	69157	HAMMOCK RESTAURANTS LLC (ROUND ROCK)	R347942 - Overpayment	-2,550.14
02/05/2019	69177	HMR HOLDINGS INC	Multiple Accounts - Over & Double payments	-4,616.46
02/05/2019	69185	CORELOGIC INC	Multiple Accounts - Over & Double payments	-89,408.52
02/05/2019	69188	HOME LOAN SERV	Multiple Accounts - Double payments	-17,570.72
02/05/2019	69193	DAVID NASTAV	R393619 - Double payment	-4,332.76
02/08/2019	69205	DAVID AND REGINA L POLSTON	R076960 - Double payment	-4,545.26
02/08/2019	69207	CORELOGIC	R537850 - Double payment	-7,959.41
02/08/2019	69215	TRI TRAN	R304345 - Double payment	-6,777.48
02/08/2019	69228	CHRISTINA C DELAHANTY	R436969 - Double payment	-5,781.25
02/08/2019	69234	HIGHLAND HOMES AUSTIN LLC	R528393 - Overpayment	-7,982.62
02/08/2019	69240	KB HOME	Multiple Accounts - Over & Double payments	-40,022.17
02/08/2019	69244	LAURIE EVANS	R097784 - Double payment	-5,200.69
02/15/2019	69270	CORELOGIC	R012393 - Double payment	-5,504.01
02/15/2019	69281	HOWARD FEINSTEIN	R075384 - Double payment	-6,586.83
02/15/2019	69283	HOMELOAN SERV	Multiple Accounts - Overpayments	-9,197.67
02/15/2019	69307	RYAN TAX COMPLIANCE SERVICES LLC	P481840 - Double payment	-11,813.94
02/15/2019	69310	SCOTT FELDER HOMES LLC	Multiple Accounts - Double payments	-3,856.24
02/15/2019	69311	ZHENYU AND RONG ZENG GAO	R347062 - Double payment	-5,516.07
02/15/2019	69317	RACHEL F ELLIS	R337607 - Double payment	-8,870.07
02/15/2019	69332	GARY E MOORE	R059339 - Double payment	-5,053.41
02/15/2019	69340	SUNDEEP AND ARTI LAL	R502379 - Double payments	-22,232.46
02/15/2019	69341	NASH RANCHO HILLS LLC	Multiple Accounts - Double payments	-3,728.88
02/15/2019	69348	PACESETTER HOMES, LLC	R557573 - Double payment	-5,827.41
02/15/2019	69359	LENNAR HOMES OF TEXAS, LAND & CONST LTD.	Multiple Accounts - Double payments	-15,686.91
02/15/2019	69361	IVAN GEAN HYDEN	R010066 - Double payment	-2,678.81
02/15/2019	69362	LEONARD G HYDEN	R010066 - Double payment	-2,678.81
02/15/2019	69364	MEIR PELED	R475657 - Overpayment	-5,793.97
02/21/2019	69370	NATIONSTAR	R528219 - Double payment	-7,383.89
02/22/2019	69758	REBECCA STARK	R084037 - Double payment	-6,840.09
02/25/2019	69759	JONES LANG LASALLE AMERICAS INC	R411079 - Double payment	-55,689.02
02/25/2019	69761	ALBERTSONS SAFEWAY	Multiple Accounts - Double payments	-259,817.31
02/25/2019	69767	IBM	Multiple Accounts - Overpayments	-6,608.53
02/25/2019	69768	DAVID W OR MAXINE T FOWLER	R486602 - Overpayment	-5,869.38
02/25/2019	69778	BILLY DAVENPORT	P483926 - Double payment	-2,700.18
02/25/2019	69780	JOAN E COCHRAN	R438867 - Double payment	-8,269.57
02/26/2019	69785	REPUBLIC TITLE OF TEXAS INC	R506064 - Overpayment	-37,611.58
02/26/2019	69796	CENTURY COMMUNITIES, INC	R559508 - Overpayment	-3,568.00
02/26/2019	69798	LING PANG	R370208 - Double payment	-7,287.36
02/26/2019	69800	ERNESTO RIOS	R458418 - Double payment	-8,418.93
02/26/2019	69802	CEPEDA, RICHARD	R060945 - Double payment	-4,371.15
02/26/2019	69805	MENFI A MANAGEMENT LP	R402054 - Double payment	-23,141.85
02/26/2019	69820	TACK DEVELOPMENT LTD	Multiple Accounts - Double payments	-6,482.37
02/26/2019	69823	KATHERINE BRATTEN JACKSON TR FBO	R453401 - Overpayment	-3,021.61
02/26/2019	69824	VINTAGE ESTATE HOMES LLC	Multiple Accounts - Double payments	-3,474.42
02/26/2019	69825	D&S RESIDENTIAL HOLDINGS	R075373 - Double payment	-6,511.48
02/26/2019	69827	MONTICELLO CUSTOM HOMES	R556633 - Double payment	-3,352.67
02/26/2019	69828	PULTE GROUP	Multiple Accounts - Double payments	-3,176.85
02/26/2019	69833	NOVAK BROTHERS TEXAS BROWNSTONES LLC	Multiple Accounts - Double payments	-30,709.04
02/26/2019	69837	PULTE GROUP	Multiple Accounts - Double payments	-11,803.41
02/26/2019	69838	PULTE GROUP	Multiple Accounts - Double payments	-6,369.80
02/26/2019	69846	RYAN TAX COMPLIANCE SERVICES LLC	Multiple Accounts - Double payments	-108,784.33
02/26/2019	69858	MARC HOANG	R439795 - Double payment	-5,276.53
Total Refunds Payable - Taxpayers				-938,312.32
				-938,312.32

Commissioners Court - Regular Session **30.**

Meeting Date: 03/19/2019

Tax Collection Agreement

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 29 and the County of Williamson, Texas.

Background

Under provisions of Texas Government code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the Williamson County MUD No. 29 requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return two of the signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WC MUD No. 29

WC MUD No. 29

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2019 08:47 AM
Form Started By: Judy Kocian		Started On: 03/05/2019 04:11 PM
Final Approval Date: 03/06/2019		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, Williamson County Municipal Utility District No. 29 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Williamson County Municipal Utility District No. 29, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year**. In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquires are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____ day of _____, 2019.

COUNTY OF WILLIAMSON

_____

Bill Gravell, County Judge
County of Williamson

_____

Larry Gaddes PCAC, CTA
Tax Assessor-Collector
County of Williamson

JURISDICTION

_____

Sam L. Pfiester, President

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, Williamson County Municipal Utility District No. 29 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Williamson County Municipal Utility District No. 29, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year**. In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquires are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____ day of _____, 2019.

COUNTY OF WILLIAMSON

_____

Bill Gravell, County Judge
County of Williamson

_____

Larry Gaddes PCAC, CTA
Tax Assessor-Collector
County of Williamson

JURISDICTION

_____

Sam L. Pfiester, President

Commissioners Court - Regular Session **31.**

Meeting Date: 03/19/2019

Discuss, consider, and take appropriate action to receive and approve MOU agreements between ESD #1, #2, and #5 and Williamsin County

Submitted For: Chris Connealy **Submitted By:** Chris Connealy, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to receive and approve MOU agreements between ESD #1, #2, #5, and Williamson County pertaining to the fire code, inspections, investigations, and related matters to support operations of the Williamson County Fire Marshal's Office. MOU form previously approved on 12/18/18, agenda #60.

Background

The Fire Marshal's Office presented this to the Court on 12-18-18 and draft version of the MOU was approved. ESD #1, ESD #2, and ESD #5 presented the MOU to their respective ESD Board and approved the MOU.

The goals of the MOU are:

- Allow the ESD's to conduct inspections in their jurisdiction
- Be able to facilitate inspection authority to Florence, Weir, Coupland, and Thrall as they begin to take over all inspections in their jurisdiction
- Allow other certified Fire Investigators in their respective jurisdiction conduct their own fire investigations

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco FM Office - ESD 1 MOU

Wilco FM Office - ESD 2 MOU

Wilco FM Office - ESD 5 MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/13/2019 09:49 AM
Form Started By: Chris Connealy		Started On: 03/11/2019 05:09 PM
Final Approval Date: 03/13/2019		

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

MEMORANDUM OF UNDERSTANDING ADDRESSING APPLICABLE FIRE CODE, CIVIL FIRE INSPECTIONS, AND CRIMINAL FIRE INVESTIGATIONS BETWEEN WILLIAMSON COUNTY AND LOCAL EMERGENCY SERVICES DISTRICTS AND, WHERE APPLICABLE, MUNICIPALITIES INVOLVED IN PROVIDING SERVICES TO EMERGENCY SERVICES DISTRICT(S)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") entered into by and between Williamson County, Texas ("WilCo") and the local Williamson County Emergency Services Districts ("ESDs") and, where applicable, Municipalities ("Cities") involved in providing services to ESDs, all of which are political subdivisions of the State of Texas and individually referred to as a "Party" and collectively as "The Parties."

RECITALS

WHEREAS, WilCo created the Williamson County Fire Marshal Office ("Wilco Fire Marshal") on February 20, 2018 to coordinate standards for and to support fire investigations, inspections and code enforcement in the unincorporated areas of Williamson County pursuant to Chapter 352 of the Texas Local Government Code;

WHEREAS, The Parties desire to collaborate and provide support for fire code enforcement to prevent fires and emergencies and protect the health and safety of residents and property owners; and

WHEREAS, The Parties appreciate that each ESD within Williamson County has unique circumstances and different needs for designating what entity or entities have the presumed lead in providing civil fire inspection services or criminal fire investigation support;

THEREFORE, The Parties agree to and understand as follows:

PART 1 - EFFECTIVE DATE: This MOU takes effect when it has been signed by each Party's respective designated representative.

PART 2 –DURATION OF MOU: The term contemplated by this MOU shall continue until it is amended or terminated as set forth in Part 3 below.

PART 3 – TERMINATION: Any Party may opt out and terminate their respective participation in this MOU upon providing at least thirty (30) days prior written notice to the other Parties.

PART 4 – GOOD FAITH & LEGAL COMPLIANCE: The Parties agree to negotiate and act in good faith in the performance of this MOU and to follow all federal, state, and local laws.

PART 5 – APPLICABLE FIRE CODE: The minimum applicable fire code for all unincorporated areas of Williamson County, Texas is the 2015 edition of the *International Fire Code* ("2015 IFC") as set forth in an order of the Williamson County Commissioners Court ("The Court") approved and entered on July 10, 2018 during a regular session of The Court under agenda item no. 44 ("Order"). The Order is incorporated herein as if copied in full.

The Parties acknowledge that The Court retains legal authority, as set forth in Ch. 352 of the Tex. Loc. Gov't Code, to amend the Order as deemed necessary in the public interest.

The Parties also acknowledge that the ESDs retain legal authority, as set forth in Ch. 775 of the Tex. Health and Safety Code, to adopt and amend their respective fire codes as deemed necessary in the public interest. The Parties agree that the ESDs and the Cities may adopt stricter fire code requirement(s) than those contained in the Order, as amended, to apply within their respective boundaries covering unincorporated areas, including the relevant municipal extra-territorial jurisdiction(s).

PART 6 – CIVIL FIRE INSPECTIONS: Pursuant to the authority under Tex. Loc. Gov't Code Chapters 233 & 352, the Wilco Fire Marshal is authorized to conduct plan reviews and inspections, issue permits, and undertake related matters in the unincorporated areas of the County. Pursuant to the authority under Tex. Health & Safety Code Chapter 775, the ESDs are authorized to conduct plan reviews and inspections, issue permits, and undertake related matters in the unincorporated areas of the County. The Parties mutually agree to give notice to each other of any application or request for variance or exception to a rule or regulation applicable to a fire code in the areas they are policing.

The Parties acknowledge that The Court is authorized to adopt rules and procedures and for enforcing the Order and to contract with the ESDs to both obtain and provide assistance with enforcement of fire codes. *See e.g.,* Tex. Loc. Gov't Code. § 233.064 (stating "[t]he commissioners court may provide that a county employee or an employee of another governmental entity under intergovernmental contract may perform the inspection"); Tex. Loc. Gov't Code. § 352.016 (stating "the county fire marshal may inspect for fire or life safety hazards"); and Tex. Loc. Gov't Code. § 352.019 (stating "[t]he county fire marshal shall

coordinate the work of the various fire-fighting and fire prevention units in the county. On request, the county fire marshal may assist a rural fire prevention district or emergency services district located wholly or partially in the county to accomplish its powers and duties.").

The Parties agree that the Wilco Fire Marshal may request assistance from the ESDs for enforcement of the Order and that the ESDs may request assistance from the Wilco Fire Marshal for enforcement of the ESDs' respective fire codes, if any. If a Party provides assistance to Wilco for enforcement of the Order at the request of the Wilco Fire Marshal, that Party must coordinate and keeps the Wilco Fire Marshal informed[1].

The ESDs and the Cities may use the resources and systems at their disposal to conduct plan reviews, inspections, permits, and related matters under their respective fire codes.[2] This may include, but is not limited to, designating a District Fire Marshal, contracting with a City to provide such services for the ESD, or contracting with a City to provide such services for the City.

PART 7 – CRIMINAL FIRE INVESTIGATIONS: Pursuant to authority granted to The Court under Tex. Loc. Gov't Code. § 352.013(b), "[t]he commissioners court of a county, with the advice of the county fire marshal, shall adopt rules and procedures for determining which fires warrant investigation by the county fire marshal." The Court approved and entered on April 3, 2018 during a regular session of The Court under agenda item no. 27 ("Fire Investigations Order"). The Fire Investigations Order is incorporated herein as if copied in full.

The Parties acknowledge that the Court retains legal authority, as set forth in Ch. 352 of the Tex. Loc. Gov't Code, to amend the Fire Investigations Order as deemed necessary in the public interest.

The ESDs and the Cities may, assuming there are adequate capabilities, to conduct their own fire origin and cause investigations[3] within their respective boundaries covering unincorporated areas, including the relevant municipal extra-territorial jurisdiction(s), so long as there is no conflict with the Fire Investigations Order, as amended. Alternatively, the option of requesting assistance from the Wilco Fire Marshal's office always remains.[4]

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[1] Where deemed applicable and necessary by the Wilco Fire Marshal in the unincorporated areas, the fee schedule adopted by The Court for plan reviews, inspections of fire protection systems and final inspections must be followed for all submissions under the Wilco Order. Generally, the Party conducting the services under the Wilco Order will retain the applicable fees to recover such costs.

[2] The ESDs may adopt separate fee schedules for plan reviews, inspections of fire protection systems and final inspections under their respective fire codes.

[3] The Parties understand and agree that the Wilco Fire Marshal must keep statistical information and information regarding circumstances of the origin of a fire and estimated amount of loss.

[4] The Parties understand that it may be prudent and necessary to obtain input from the relevant criminal prosecutor in regard to criminal investigation(s).

PART 8 – TCOLE COMMISSIONS: The Wilco Fire Marshal will reasonably facilitate and assist requesting Parties to carry the commission for the purpose of Wilco Fire Marshal fire investigations. If the Wilco Fire Marshal carries such a commission, the Parities understand that it is narrowly-tailored to investigations with no secondary duties. Individuals commissioned through the Wilco Fire Marshal with regard to their investigative duties are subject to the rules and policies of the Wilco Fire Marshal's Office.[5] However, the Parties understand and acknowledge that these commissioned employees are not employees of Williamson County or the Wilco Fire Marshal, and are rather employees of their respective agency. Thus, the arrangement regarding TCOLE commissions is akin to that of a task force, and the Wilco Fire Marshal reserves the right to withdraw a commission as deemed reasonably necessary in his or her sole discretion.

PART 9 – NO WAIVER OF SOVEREIGN IMMUNITY: This MOU is not intended to extend the liability of the parties beyond that provided by law. The respective Parties do not waive any immunity or defense that would otherwise be available to it against claims by third parties.

(remainder of page intentionally blank)

[5] Furthermore, individuals certified as peace officers whose commission is held by the Wilco Fire Marshal may not work in any other law enforcement capacity, including working for other law enforcement agencies or working in a private security assignment, unless the individual's commission is held by such law enforcement agency or entity other than the Wilco Fire Marshal.

IN WITNESS WHEREOF, WILLIAMSON COUNTY AND WILLIAMSON COUNTY ESD NO. 1 have duly executed this Memorandum of Understanding to be duly executed to be effective as of the date of the last party's execution below. Where applicable, the CITY OF _____, TEXAS has also duly executed this Memorandum of Understanding.

FOR WILLIAMSON COUNTY FIRE MARSHAL:

BY: Marty Hurt
FIRE MARSHAL REPRESENTATIVE

Date: 02/27, 2019

FOR WILLIAMSON COUNTY ESD NO. 1:

BY: John T. Hiracle
AUTHORIZED

Date: JANUARY 15, 2019

AUTHORIZED AND APPROVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT:

BY: _____
WILLIAMSON COUNTY JUDGE

Date: _____, 20____

IF APPLICABLE, AUTHORIZED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF _____

BY: _____
MAYOR OR AUTHORIZED REPRESENTATIVE

Date: _____, 20____

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

MEMORANDUM OF UNDERSTANDING ADDRESSING APPLICABLE FIRE CODE, CIVIL FIRE INSPECTIONS, AND CRIMINAL FIRE INVESTIGATIONS BETWEEN WILLIAMSON COUNTY AND LOCAL EMERGENCY SERVICES DISTRICTS AND, WHERE APPLICABLE, MUNICIPALITIES INVOLVED IN PROVIDING SERVICES TO EMERGENCY SERVICES DISTRICT(S)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") entered into by and between Williamson County, Texas ("WilCo") and the local Williamson County Emergency Services Districts ("ESDs") and, where applicable, Municipalities ("Cities") involved in providing services to ESDs, all of which are political subdivisions of the State of Texas and individually referred to as a "Party" and collectively as "The Parties."

RECITALS

WHEREAS, WilCo created the Williamson County Fire Marshal Office ("Wilco Fire Marshal") on February 20, 2018 to coordinate standards for and to support fire investigations, inspections and code enforcement in the unincorporated areas of Williamson County pursuant to Chapter 352 of the Texas Local Government Code;

WHEREAS, The Parties desire to collaborate and provide support for fire code enforcement to prevent fires and emergencies and protect the health and safety of residents and property owners; and

WHEREAS, The Parties appreciate that each ESD within Williamson County has unique circumstances and different needs for designating what entity or entities have the presumed lead in providing civil fire inspection services or criminal fire investigation support;

THEREFORE, The Parties agree to and understand as follows:

PART 1 - EFFECTIVE DATE: This MOU takes effect when it has been signed by each Party's respective designated representative.

PART 2 –DURATION OF MOU: The term contemplated by this MOU shall continue until it is amended or terminated as set forth in Part 3 below.

PART 3 – TERMINATION: Any Party may opt out and terminate their respective participation in this MOU upon providing at least thirty (30) days prior written notice to the other Parties.

PART 4 – GOOD FAITH & LEGAL COMPLIANCE: The Parties agree to negotiate and act in good faith in the performance of this MOU and to follow all federal, state, and local laws.

PART 5 – APPLICABLE FIRE CODE: The minimum applicable fire code for all unincorporated areas of Williamson County, Texas is the 2015 edition of the *International Fire Code* ("2015 IFC") as set forth in an order of the Williamson County Commissioners Court ("The Court") approved and entered on July 10, 2018 during a regular session of The Court under agenda item no. 44 ("Order"). The Order is incorporated herein as if copied in full.

The Parties acknowledge that The Court retains legal authority, as set forth in Ch. 352 of the Tex. Loc. Gov't Code, to amend the Order as deemed necessary in the public interest.

The Parties also acknowledge that the ESDs retain legal authority, as set forth in Ch. 775 of the Tex. Health and Safety Code, to adopt and amend their respective fire codes as deemed necessary in the public interest. The Parties agree that the ESDs and the Cities may adopt stricter fire code requirement(s) than those contained in the Order, as amended, to apply within their respective boundaries covering unincorporated areas, including the relevant municipal extra-territorial jurisdiction(s).

PART 6 – CIVIL FIRE INSPECTIONS: Pursuant to the authority under Tex. Loc. Gov't Code Chapters 233 & 352, the Wilco Fire Marshal is authorized to conduct plan reviews and inspections, issue permits, and undertake related matters in the unincorporated areas of the County. Pursuant to the authority under Tex. Health & Safety Code Chapter 775, the ESDs are authorized to conduct plan reviews and inspections, issue permits, and undertake related matters in the unincorporated areas of the County. The Parties mutually agree to give notice to each other of any application or request for variance or exception to a rule or regulation applicable to a fire code in the areas they are policing.

The Parties acknowledge that The Court is authorized to adopt rules and procedures and for enforcing the Order and to contract with the ESDs to both obtain and provide assistance with enforcement of fire codes. *See e.g.*, Tex. Loc. Gov't Code. § 233.064 (stating "[t]he commissioners court may provide that a county employee or an employee of another governmental entity under intergovernmental contract may perform the inspection"); Tex. Loc. Gov't Code. § 352.016 (stating "the county fire marshal may inspect for fire or life safety hazards"); and Tex. Loc. Gov't Code. § 352.019 (stating "[t]he county fire marshal shall

coordinate the work of the various fire-fighting and fire prevention units in the county. On request, the county fire marshal may assist a rural fire prevention district or emergency services district located wholly or partially in the county to accomplish its powers and duties.").

The Parties agree that the Wilco Fire Marshal may request assistance from the ESDs for enforcement of the Order and that the ESDs may request assistance from the Wilco Fire Marshal for enforcement of the ESDs' respective fire codes, if any. If a Party provides assistance to Wilco for enforcement of the Order at the request of the Wilco Fire Marshal, that Party must coordinate and keeps the Wilco Fire Marshal informed[1].

The ESDs and the Cities may use the resources and systems at their disposal to conduct plan reviews, inspections, permits, and related matters under their respective fire codes.[2] This may include, but is not limited to, designating a District Fire Marshal, contracting with a City to provide such services for the ESD, or contracting with a City to provide such services for the City.

PART 7 – CRIMINAL FIRE INVESTIGATIONS: Pursuant to authority granted to The Court under Tex. Loc. Gov't Code. § 352.013(b), "[t]he commissioners court of a county, with the advice of the county fire marshal, shall adopt rules and procedures for determining which fires warrant investigation by the county fire marshal." The Court approved and entered on April 3, 2018 during a regular session of The Court under agenda item no. 27 ("Fire Investigations Order"). The Fire Investigations Order is incorporated herein as if copied in full.

The Parties acknowledge that the Court retains legal authority, as set forth in Ch. 352 of the Tex. Loc. Gov't Code, to amend the Fire Investigations Order as deemed necessary in the public interest.

The ESDs and the Cities may, assuming there are adequate capabilities, to conduct their own fire origin and cause investigations[3] within their respective boundaries covering unincorporated areas, including the relevant municipal extra-territorial jurisdiction(s), so long as there is no conflict with the Fire Investigations Order, as amended. Alternatively, the option of requesting assistance from the Wilco Fire Marshal's office always remains.[4]

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[1] Where deemed applicable and necessary by the Wilco Fire Marshal in the unincorporated areas, the fee schedule adopted by The Court for plan reviews, inspections of fire protection systems and final inspections must be followed for all submissions under the Wilco Order. Generally, the Party conducting the services under the Wilco Order will retain the applicable fees to recover such costs.

[2] The ESDs may adopt separate fee schedules for plan reviews, inspections of fire protection systems and final inspections under their respective fire codes.

[3] The Parties understand and agree that the Wilco Fire Marshal must keep statistical information and information regarding circumstances of the origin of a fire and estimated amount of loss.

[4] The Parties understand that it may be prudent and necessary to obtain input from the relevant criminal prosecutor in regard to criminal investigation(s).

PART 8 – TCOLE COMMISSIONS: The Wilco Fire Marshal will reasonably facilitate and assist requesting Parties to carry the commission for the purpose of Wilco Fire Marshal fire investigations. If the Wilco Fire Marshal carries such a commission, the Parities understand that it is narrowly-tailored to investigations with no secondary duties. Individuals commissioned through the Wilco Fire Marshal with regard to their investigative duties are subject to the rules and policies of the Wilco Fire Marshal's Office.[5] However, the Parties understand and acknowledge that these commissioned employees are not employees of Williamson County or the Wilco Fire Marshal, and are rather employees of their respective agency. Thus, the arrangement regarding TCOLE commissions is akin to that of a task force, and the Wilco Fire Marshal reserves the right to withdraw a commission as deemed reasonably necessary in his or her sole discretion.

PART 9 – NO WAIVER OF SOVEREIGN IMMUNITY: This MOU is not intended to extend the liability of the parties beyond that provided by law. The respective Parties do not waive any immunity or defense that would otherwise be available to it against claims by third parties.

(remainder of page intentionally blank)

[5] Furthermore, individuals certified as peace officers whose commission is held by the Wilco Fire Marshal may not work in any other law enforcement capacity, including working for other law enforcement agencies or working in a private security assignment, unless the individual's commission is held by such law enforcement agency or entity other than the Wilco Fire Marshal.

IN WITNESS WHEREOF, WILLIAMSON COUNTY AND WILLIAMSON COUNTY ESD NO. _____ have duly executed this Memorandum of Understanding to be duly executed to be effective as of the date of the last party's execution below. Where applicable, the CITY OF _____, TEXAS has also duly executed this Memorandum of Understanding.

FOR WILLIAMSON COUNTY FIRE MARSHAL:

BY: Mark Klein
FIRE MARSHAL REPRESENTATIVE

Date: 02/27 _____, 20 19

FOR WILLIAMSON COUNTY ESD NO. 2 :

BY: _____
AUTHORIZED

Date: 02/21/2019 _____, 20_____

AUTHORIZED AND APPROVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT:

BY:_____
WILLIAMSON COUNTY JUDGE

Date: _____ _____, 20_____

IF APPLICABLE, AUTHORIZED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF _____

BY:_____
MAYOR OR AUTHORIZED REPRESENTATIVE

Date: _____ _____, 20_____

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

MEMORANDUM OF UNDERSTANDING ADDRESSING APPLICABLE FIRE CODE, CIVIL FIRE INSPECTIONS, AND CRIMINAL FIRE INVESTIGATIONS BETWEEN WILLIAMSON COUNTY AND LOCAL EMERGENCY SERVICES DISTRICTS AND, WHERE APPLICABLE, MUNICIPALITIES INVOLVED IN PROVIDING SERVICES TO EMERGENCY SERVICES DISTRICT(S)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") entered into by and between Williamson County, Texas ("WilCo") and the local Williamson County Emergency Services Districts ("ESDs") and, where applicable, Municipalities ("Cities") involved in providing services to ESDs, all of which are political subdivisions of the State of Texas and individually referred to as a "Party" and collectively as "The Parties."

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WHEREAS, The Parties desire to collaborate and provide support for fire code enforcement to prevent fires and emergencies and protect the health and safety of residents and property owners; and

WHEREAS, The Parties appreciate that each ESD within Williamson County has unique circumstances and different needs for designating what entity or entities have the presumed lead in providing civil fire inspection services or criminal fire investigation support;

THEREFORE, The Parties agree to and understand as follows:

PART 1 - EFFECTIVE DATE: This MOU takes effect when it has been signed by each Party's respective designated representative.

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PART 5 – APPLICABLE FIRE CODE: The minimum applicable fire code for all unincorporated areas of Williamson County, Texas is the 2015 edition of the *International Fire Code* ("2015 IFC") as set forth in an order of the Williamson County Commissioners Court ("The Court") approved and entered on July 10, 2018 during a regular session of The Court under agenda item no. 44 ("Order"). The Order is incorporated herein as if copied in full.

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The Parties acknowledge that The Court is authorized to adopt rules and procedures and for enforcing the Order and to contract with the ESDs to both obtain and provide assistance with enforcement of fire codes. *See e.g.,* Tex. Loc. Gov't Code. § 233.064 (stating "[t]he commissioners court may provide that a county employee or an employee of another governmental entity under intergovernmental contract may perform the inspection"); Tex. Loc. Gov't Code. § 352.016 (stating "the county fire marshal may inspect for fire or life safety hazards"); and Tex. Loc. Gov't Code. § 352.019 (stating "[t]he county fire marshal shall

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The ESDs and the Cities may use the resources and systems at their disposal to conduct plan reviews, inspections, permits, and related matters under their respective fire codes.[2] This may include, but is not limited to, designating a District Fire Marshal, contracting with a City to provide such services for the ESD, or contracting with a City to provide such services for the City.

PART 7 – CRIMINAL FIRE INVESTIGATIONS: Pursuant to authority granted to The Court under Tex. Loc. Gov't Code. § 352.013(b), "[t]he commissioners court of a county, with the advice of the county fire marshal, shall adopt rules and procedures for determining which fires warrant investigation by the county fire marshal." The Court approved and entered on April 3, 2018 during a regular session of The Court under agenda item no. 27 ("Fire Investigations Order"). The Fire Investigations Order is incorporated herein as if copied in full.

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---

[1] Where deemed applicable and necessary by the Wilco Fire Marshal in the unincorporated areas, the fee schedule adopted by The Court for plan reviews, inspections of fire protection systems and final inspections must be followed for all submissions under the Wilco Order. Generally, the Party conducting the services under the Wilco Order will retain the applicable fees to recover such costs.

[2] The ESDs may adopt separate fee schedules for plan reviews, inspections of fire protection systems and final inspections under their respective fire codes.

[3] The Parties understand and agree that the Wilco Fire Marshal must keep statistical information and information regarding circumstances of the origin of a fire and estimated amount of loss.

[4] The Parties understand that it may be prudent and necessary to obtain input from the relevant criminal prosecutor in regard to criminal investigation(s).

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PART 9 – NO WAIVER OF SOVEREIGN IMMUNITY: This MOU is not intended to extend the liability of the parties beyond that provided by law. The respective Parties do not waive any immunity or defense that would otherwise be available to it against claims by third parties.

(remainder of page intentionally blank)

[5] Furthermore, individuals certified as peace officers whose commission is held by the Wilco Fire Marshal may not work in any other law enforcement capacity, including working for other law enforcement agencies or working in a private security assignment, unless the individual's commission is held by such law enforcement agency or entity other than the Wilco Fire Marshal.

IN WITNESS WHEREOF, WILLIAMSON COUNTY AND WILLIAMSON COUNTY ESD NO. 5 have duly executed this Memorandum of Understanding to be duly executed to be effective as of the date of the last party's execution below. Where applicable, the CITY OF _____, TEXAS has also duly executed this Memorandum of Understanding.

FOR WILLIAMSON COUNTY FIRE MARSHAL:

BY: _____
FIRE MARSHAL REPRESENTATIVE

Date: 02/27, 20 19

FOR WILLIAMSON COUNTY ESD NO. 5:

BY: _____
AUTHORIZED

Date: February 18, 20 19

AUTHORIZED AND APPROVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT:

BY: _____
WILLIAMSON COUNTY JUDGE

Date: _____, 20____

IF APPLICABLE, AUTHORIZED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF _____

BY: _____
MAYOR OR AUTHORIZED REPRESENTATIVE

Date: _____, 20____

Commissioners Court - Regular Session **32.**

Meeting Date: 03/19/2019

MWM Design Group WA1 Pct 4 Hutto Office Finish Out

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire December 31, 2019 under Williamson County Contract for Architectural and Engineering Services between MWM Design Group and Williamson County dated January 30, 2019 for Precinct Four Hutto Office Finish Out.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MWM Design Group WA1 Pct 4 Hutto Office Finish Out

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/14/2019 11:09 AM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:25 AM
Form Started By: Vicky Edwards		Started On: 03/08/2019 10:19 AM
Final Approval Date: 03/14/2019		

WORK AUTHORIZATION NO. 1

PROJECT: Precinct Four Hutto Office Finish Out

This Work Authorization is made pursuant to the terms and conditions of the Agreement for Architectural and Engineering Services, being dated **January 30, 2019** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **MWM Design Group** (the "A/E").

Part1. The A/E will provide the following Architectural and Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$50,000.00.**

Part 3. Payment to the A/E for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31, 2019**. The Architectural and Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by A/E that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to A/E.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 2019.

A/E:

MWM Design Group

By: _____
Signature

Julia Harrod
Printed Name

President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by A/E

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and any requested data that is in the County's control.

Attachment B - Services to be Provided by A/E

Please see next pages.

www.mwmdesigngroup.com
TBAE Firm Registration No.: 1452
TBPE Firm Registration No.: F-1416
TBPLS Firm Registration No.: 10065600

Date: 28 February 2019
Subject: Professional Services Agreement
Project: 321 Ed Schmidt Boulevard Suite 200 Finishout
Owner: Williamson County
Contact: Tom Stanfield, Project Manager
512.943.1636
Address: Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

Enclosures: Attachment A: Breakdown of Fees
Attachment B: Encotech Proposal
Attachment C: Jose I. Guerra Proposal

Williamson County (Owner) has requested a proposal from MWM DesignGroup and its subconsultants for interior renovations within an existing ground-floor office space occupied by Owner at 8700, consisting of the conversion of an existing lab space into shower and locker rooms and modifications to an existing video wall and adjacent office space. Projected construction budget is on the order of $250,000, with the scope and fee referenced in this proposal being projected accordingly.

SUMMARY OF PROFESSIONAL SERVICES

All professional services will be provided by MWM in accordance with the General and Supplemental Terms and Conditions of the Agreement, clarified as follows:

TDLR
The project is required to be reviewed and inspected by a State Licensed Registered Accessibility Specialist (RAS). Fees for TDLR review are the responsibility of the owner. Fees can range from approximately $900-$1200, subject to change by RAS. MWM can advise on selection of RAS and will coordinate with RAS for design plan review and inspection.

Schematic Design Phase
Upon NTP, MWM shall work with Owner to determine a preferred preliminary design for the finishout of the 1,500 sf shell space and on the basis thereof complete Schematic Design documents, including plans and specifications, for the project. One formal submittal of documents will be made at the end of Schematic Design Phase (30% Design Phase). This phase includes not more than two formal meetings with project stakeholders. This phase includes a cost estimate on the basis of parametric cost data. The Schematic Design submittal will not include detailed structural, mechanical, electrical, or plumbing design.

It is anticipated that SD phase will take 30 (calendar) days exclusive of the timeline for Owner review of the 30% submittal.

Design Development

One formal submittal of documents for Owner review shall be made at the conclusion of the Design Development Phase (60% Design Phase). The submittal shall include a project manual and drawings from all disciplines, including structural and mechanical, electrical, and plumbing engineers.

This phase includes not more than two formal meetings with project stakeholders. This phase includes an updated cost estimate.

Construction Documents

Two formal submittals of documents for Owner review shall be made during the Construction Documents Phase, nominally at 90% and 100% completion of the design, for QA/QC review and coordination with the procurement documents. The submittals shall include a project manual and drawings.

This phase includes an updated cost estimate. This phase includes not more than two formal meetings with project stakeholders.

It is anticipated that CD phase will take 45 (calendar) days exclusive of the timeline for Owner reviews of the 90% and 100% submittals.

Permitting

This proposal includes preparation and submittal of applications and supporting documentation for building and site plan correction. This proposal does not include payment of permit fees nor does it include as basic services processing of waivers, variances, or requests for alternative compliance.

For this project compliance with applicable laws, rules and regulations is understood to include securing regulatory approval for building improvements from the City of Hutto, as follows:

Building Permit

1. Prepare and submit commercial review package.
2. Review, distribute, and assist with comments issued by commercial reviewers. Maximum of 2 updates allocated for this proposal of services.
3. Pick up and pay for approved plans and permit.
4. Distribute approved plans and permit to team.

Permit and review fees are not included in this proposal.

Bid and Award Phase Service

This proposal assumes the project will be bid in one package. This proposal presumes not more than one project pre-bid conference meeting, in total, will be scheduled for this phase.

Construction Phase Services

MWM will perform basic construction administration services. This proposal includes not more than eight bi-weekly project construction meetings, site visits, site observations, and walkthroughs, in total, which will be scheduled for this phase at times and locations to be agreed upon by MWM and Owner, including meetings more specifically described elsewhere (e.g. preconstruction conference and progress meetings). MWM shall arrange the presence of other members of the design team (e.g. civil, structural, and MEP engineers) only at those site visits relevant to their individual design responsibilities: not all members of the design team will be present at all site visits and meetings.

Site visits and site observations will be conducted in conjunction with project construction meetings, for the purposes of confirming that the contractor is proceeding in ostensible compliance with the approved Construction Documents. Periodic reports will be issued by MWM only for the sites visited, although MWM may issue at its discretion supplemental memoranda and observation reports.

This proposal presumes a total construction duration of not more 3 months.

Post-Construction Phase Services

For the project, MWM will perform the following Post-Construction phase services. This proposal presumes not more than one project post-construction meetings, in total, will be scheduled for this phase or as otherwise requested by Owner.

SCHEDULE OF COMPENSATION

The project shall be invoiced on the following basis.

	MWM DesignGroup		Subconsultants		Subtotal by Phase	
	Hours	Fee	Hours	Fee	Hours	Fee
Schematic Design	19.00	$ 2,295.00		$ -		$ 2,295.00
Design Development	27.00	$ 3,145.00		$ 7,136.50		$ 10,281.50
Construction Documents	42.00	$ 5,440.00		$ 4,526.50		$ 9,966.50
Bid-Award-Execution	4.50	$ 697.50		$ 1,685.00		$ 2,382.50
Construction Phase	32.50	$ 4,727.50		$ 2,095.00		$ 6,822.50
Post-Construction Phase	6.00	$ 930.00		$ 3,055.00		$ 3,985.00
TOTALS	131.00	$ 17,235.00		$ 18,498.00		$ 35,733.00
Reimbursible Expenses (Allowance)		$ 1,000.00		$ -		$ 1,000.00

Invoices will be issued monthly (or as project conditions dictate) consistent with the percentage of the work completed, in accordance with ARTICLE 5 of the prime agreement.

Reimbursable Allowance is designated in accordance with EXHIBIT E of the prime agreement. The Reimbursable Allowance shall specifically apply to the printing, binding, and publication of the Deliverables prepared under this proposal, up to the value of the allowance.

ADDITIONAL SERVICES

Any and all additional services will require written consent by both parties and will be billed at the hourly rates cited in the A/E Professional Services Agreement.

ASSUMPTIONS

This proposal has been prepared in accordance with the following assumptions, made in good faith, in conjunction with conversations with Client. Should any of these assumptions be proven invalid, additional services or contract modifications may be required.

1. Contractor will be responsible for obtaining the necessary trade permits associated with all permitted work.
2. All permit timelines and requirements are subject to change at the time of permit submittal based on city requirements.
3. Permit application and submittal process does not guarantee the final issuance of permit and is ultimately the decision of the department governing the review.

EXCLUDED SERVICES

Services that are <u>not</u> provided for in this Agreement specifically include but are not limited to: hazardous building material assessments; hazardous building material abatement plans; professional services pertaining to LEED registration; processing of waivers and/or variances; and professional services other than as are specifically enumerated under SUMMARY OF PROFESSIONAL SERVICES above. Such services may be performed as Additional Services to this Agreement, if authorized by Client.

RESPONSIBILITY OF OTHERS

In accordance with accepted professional practice it is the responsibility of Client to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site that are beyond the scope of the professional engineering services described in this document. Concealed existing conditions may materially alter the scope of the project in a manner not provided for in this contract. Likewise, active or pending legal disputes involving property ownership, environmental status, governmental or departmental jurisdiction, prior permits, or similar matters may complicate the project in a manner that could not reasonably be anticipated at this time. Any change to the scope of the project required by such conditions as are listed above, or any duplication of services necessitated thereby, may be considered grounds for contract modification or an additional services Agreement.

TEXAS BOARD OF ARCHITECTURAL EXAMINERS

The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas 78758, telephone (512) 458-1363, has jurisdiction over individuals licensed under the Architectural Registration Law, Texas Civil Statutes, Article 249a.

Approved:

W.O. Mann

MWM DesignGroup, Inc.

7 Feb 2019

Date

MWM DesignGroup Fee Calculation

Page Attachment A: Page 1 of 7

Date 2/28/2019

Subprojec 321 Ed Schmidt Boulevard Suite 200

MWM DesignGroup Billable Rates

Labor Categories					
PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN
$290.00	$210.00	$155.00	$125.00	$90.00	$75.00

Professional Fees per Phase (see attached Backup)

	MWM DesignGroup		Subconsultants		Subtotal by Phase	
	Hours	Fee	Hours	Fee	Hours	Fee
Schematic Design	19.00	$ 2,295.00		$ -		$ 2,295.00
Design Development	27.00	$ 3,145.00		$ 7,136.50		$ 10,281.50
Construction Documents	42.00	$ 5,440.00		$ 4,526.50		$ 9,966.50
Bid-Award-Execution	4.50	$ 697.50		$ 1,685.00		$ 2,382.50
Construction Phase	32.50	$ 4,727.50		$ 2,095.00		$ 6,822.50
Post-Construction Phase	6.00	$ 930.00		$ 3,055.00		$ 3,985.00
TOTALS	131.00	$ 17,235.00		$ 18,498.00		$ 35,733.00
Reimbursible Expenses (Allowance)		$ 1,000.00		$ -		**$ 1,000.00**

Primary Subconsultant Fees per Phase (see attached Backup)

	Jose Guerra		Encotech		Subtotal by Phase	
	Hours	Fee	Hours	Fee	Hours	Fee
Schematic Design		$ -		$ -		$ -
Design Development		$ 2,136.50		$ 5,000.00		$ 7,136.50
Construction Documents		$ 1,026.50		$ 3,500.00		$ 4,526.50
Bid-Award-Execution		$ 185.00		$ 1,500.00		$ 1,685.00
Construction Phase		$ 1,295.00		$ 800.00		$ 2,095.00
Post-Construction Phase		$ 555.00		$ 2,500.00		$ 3,055.00
TOTALS		$ 5,198.00		$ 13,300.00		**$ 18,498.00**
Reimbursible Expenses (Allowance)		$ -		$ -		**$ -**

MWM DesignGroup Fee Calculation

Page Attachment A: Page 2 of 7

Date 2/28/2019

Subproject 321 Ed Schmidt Boulevard Suite 200

TASK DESCRIPTION		INCLUDED AS BASIC SERVICES		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Design Phase Services - Schematic Design										
	Attend each project design meeting (2 meetings)	Y		0.00	0.00	4.00	0.00	0.00	0.00	4.00
	Investigate alternatives, question assumptions and research approaches to optimize building performance (integral with preparation of schematic design)	Y		0.00	0.00	2.00	0.00	0.00	0.00	2.00
	Completion and documentation of internal QAQC review and response	Y		0.00	0.00	1.00	0.00	0.00	0.00	1.00
	Prepare, for approval by the OWNER, Schematic Design Documents	Y		0.00	0.00	1.00	0.00	8.00	0.00	9.00
	Prepare preliminary specifications for the OWNER's review	Y		0.00	0.00	1.00	0.00	2.00	0.00	3.00
			Hours Subtotal	0.00	0.00	9.00	0.00	10.00	0.00	19.00
			Subtotal (hours * rate)	$ -	$ -	$ 1,395.00	$ -	$ 900.00	$ -	$ 2,295.00

MWM DesignGroup Fee Calculation

Page Attachment A: Page 3 of 7

Date 2/28/2019

Subprojec 321 Ed Schmidt Boulevard Suite 200

TASK DESCRIPTION		INCLUDED AS BASIC SERVICES		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Design Phase Services - Design Development										
	Attend each project design meeting	Y		0.00	0.00	4.00	0.00	0.00	0.00	4.00
	Prepare for OWNER's approval, Design Development Documents	Y		0.00	0.00	4.00	0.00	12.00	0.00	16.00
	Prepare detailed specifications and to the OWNER for review	Y		0.00	0.00	1.00	0.00	4.00	0.00	5.00
	Prepare Class B Opinion of Probable Construction Cost	Y		0.00	0.00	2.00	0.00	0.00	0.00	2.00
			Hours Subtotal	0.00	0.00	11.00	0.00	16.00	0.00	27.00
			Subtotal (hours * rate)	$ -	$ -	$ 1,705.00	$ -	$ 1,440.00	$ -	$ 3,145.00

MWM DesignGroup Fee Calculation

Page Attachment A: Page 4 of 7

Date 2/28/2019

Subprojec 321 Ed Schmidt Boulevard Suite 200

TASK DESCRIPTION		INCLUDED AS BASIC SERVICES		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Design Phase Services - Construction Documents										
	Attend each project design meeting	Y		0.00	0.00	4.00	0.00	0.00	0.00	4.00
	Assist OWNER with selection of colors for finishes, furniture, equipment, etc.	Y		0.00	0.00	4.00	0.00	0.00	0.00	4.00
	Investigate alternatives, question assumptions and research approaches to optimize building performance	Y		0.00	0.00	2.00	0.00	0.00	0.00	2.00
	prepare Construction Documents in compliance with the OWNER's requirements	Y		0.00	0.00	2.00	0.00	12.00	0.00	14.00
	Record the major proceedings of each meeting with TDLR and submit reports	Y		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Furnish five sets of Construction Documents at two intervals for OWNER review	Y		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Prepare Class A Opinion of Probable Construction Cost	Y		0.00	0.00	4.00	0.00	0.00	0.00	4.00
	Make final modifications and corrections to Construction Documents	Y		0.00	0.00	2.00	0.00	2.00	0.00	4.00
	Building Permit processing	Y		0.00	0.00	8.00	0.00	0.00	2.00	10.00
	Furnish Bid Documents to OWNER at least 14 days prior to advertisement	Y		0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Hours Subtotal	0.00	0.00	26.00	0.00	14.00	2.00	42.00
			Subtotal (hours * rate)	$ -	$ -	$ 4,030.00	$ -	$ 1,260.00	$ 150.00	$ 5,440.00

MWM DesignGroup Fee Calculation

Page Attachment A: Page 5 of 7

Date 2/28/2019

Subprojec 321 Ed Schmidt Boulevard Suite 200

TASK DESCRIPTION		INCLUDED AS BASIC SERVICES		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Bid-Award-Execution Phase Services										
	Participate in or conduct a pre-bid conference	Y		0.00	0.00	1.50	0.00	0.00	0.00	1.50
	Prepare addenda	Y		0.00	0.00	2.00	0.00	0.00	0.00	2.00
	Attend bid opening	Y		0.00	0.00	1.00	0.00	0.00	0.00	1.00
			Hours Subtotal	0.00	0.00	4.50	0.00	0.00	0.00	4.50
			Subtotal (hours * rate)	$ -	$ -	$ 697.50	$ -	$ -	$ -	$ 697.50

MWM DesignGroup Fee Calculation

Page Attachment A: Page 6 of 7

Date 2/28/2019

Subprojec 321 Ed Schmidt Boulevard Suite 200

TASK DESCRIPTION		INCLUDED AS BASIC SERVICES		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Construction Phase Services										
	Attend and draft complete minutes of each project construction meeting	Y		0.00	0.00	16.00	0.00	0.00	0.00	16.00
	Participate in and document the proceedings of the preconstruction conference	Y		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Visit the site to observe the progress and quality of the work	Y		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Review and evaluate the Contractor's Applications for Payment	Y		0.00	0.00	2.00	0.00	0.00	0.00	2.00
	Respond within 7 days to all equests for information, claims, disputes...	Y		0.00	0.00	4.00	0.00	0.00	0.00	4.00
	Review, approve, or take other appropriate action upon Contractor submittals	Y		0.00	0.00	4.00	0.00	0.00	2.00	6.00
	Within twenty-four (24) hours of the OWNER's inspection, provide punchlist	Y		0.00	0.00	2.00	0.00	0.00	0.00	2.00
	Prepare and issue a certificate of Substantial Completion within 3 days	Y		0.00	0.00	1.00	0.00	0.00	0.00	1.00
	Make an on-site review within 7 days of notice of final completion	Y		0.00	0.00	1.50	0.00	0.00	0.00	1.50
			Hours Subtotal	0.00	0.00	30.50	0.00	0.00	2.00	32.50
			Subtotal (hours * rate)	$ -	$ -	$ 4,727.50	$ -	$ -	$ 150	$ 4,727.50

MWM DesignGroup Fee Calculation

Page Attachment A: Page 7 of 7

Date 2/28/2019

Subproject 321 Ed Schmidt Boulevard Suite 200

TASK DESCRIPTION		INCLUDED AS BASIC SERVICES		PRINCIPAL	SR PROJECT MANAGER	LICENSED PROF II	ARCH SUPPORT STAFF II	ARCH SUPPORT STAFF I	TECHNICIAN	TOTAL
Post-Construction Phase Services										
	Attend and draft complete minutes of each project post-construction meeting	Y		0.00	0.00	2.00	0.00	0.00	0.00	2.00
	Assist and represent the OWNER with malfunctions or deficiencies of the Work	Y		0.00	0.00	1.00	0.00	0.00	0.00	1.00
	Require subconsultants to provide assistance as stipulated in the approved RAP	Y								0.00
	Perform an on-site review of the Work at one year anniversary of completion	Y		0.00	0.00	1.50	0.00	0.00	0.00	1.50
	Prepare list of items needing correction and direct the Contractor to resolve them	Y		0.00	0.00	1.00	0.00	0.00	0.00	1.00
	After determining that deficiencies have been corrected, notify OWNER	Y		0.00	0.00	0.50	0.00	0.00	0.00	0.50
	Hours Subtotal			0.00	0.00	6.00	0.00	0.00	0.00	6.00
	Subtotal (hours * rate)			$ -	$ -	$ 930.00	$ -		$ -	$ 930.00

ENCOTECH
ENGINEERING CONSULTANTS

We shape the world you live in.

March 1, 2019

Owen Harrod
Senior Project Architect, MWM Design Group
305 East Huntland Drive
Austin, TX 78752

P: (512) 453-0767
E: owenh@mwmdesigngroup.com

Re: **Williamson County Commissioner Office Fit-Out — Hutto, TX**
Mechanical, Electrical, and Plumbing Engineering and Design Services
Commercial Office Building

Dear Owen,

Encotech Engineering Consultants, the "Engineer," is pleased to submit this proposal for services on the above referenced project to MWM Design Group, the "Client."

SCOPE

Williamson County Commissioner Office Fit-Out , the "Project," consists of Mechanical, Electrical and Plumbing Engineering scope for an office fit out, approximately 1,500 SF in size, located in Hutto, TX. The construction of the Project is estimated to cost $150,000. The estimated Project schedule includes three (3) months for design and three (3) months for construction.

BASIC SERVICES

Basic Services include engineering and design services to prepare design documents. **Basic Services** shall include:

1. Coordination with the Client to determine project requirements.
2. Review of the Client's drawings and advise the Client on any engineering-related issues and requirements.
3. Perform engineering calculations and design.
4. One (1) pre-design site visits to confirm the accuracy of the existing drawings, if available. This same site visit will be used to document the nameplate data, system types, condition, capacities, etc. of the existing electrical and plumbing systems and equipment. It is understood that the space is currently not served by existing Mechanical.
5. Attend periodic design coordination meetings not to exceed two (2), each approximately one (1) hour in duration attended by one (1) ENCOTECH Project Manager.
6. Plumbing Design shall include:
    a. Water and Wastewater piping load analysis, sizing, layout and riser diagrams.
    b. Condensate piping design.
    c. Plumbing details as necessary.
7. Mechanical Design shall include:
    a. Zonal load analysis, sizing and scheduling of HVAC equipment based on zoning.
    b. Design of ductwork.
    c. Design and location of air registers, grills and temperature sensors.
    d. HVAC details as necessary.
8. Electrical Design shall include:
    a. Lighting and power outlet layout and circuiting.
    b. Circuit design for special electrical equipment.
    c. Load analysis and wire sizing (originating from existing panel dedicated for demised space with spare capacity).
    d. Electrical details as necessary.
9. Make plan revisions via one (1) comprehensive set of comments as required by Owner.

10. Make plan revisions via one (1) comprehensive set of comments as required by the local jurisdiction during the City of Hutto, TX building plan review.
11. Provide the following deliverables:
    a. Drawings in PDF format for the phases described below.
    b. Specifications as notes on drawings.

PHASE	DRAWINGS	PERMITTED USE
Construction Drawings and Specifications	60%	Coordination
	Permit	Permit
	100%	Bidding & Construction
Bidding and Negotiations	Addenda	Bidding & Construction

LIMITED CONSTRUCTION PHASE SERVICES

1. Review of those submittals identified in the Engineer's specifications.
2. Respond to Request for Information (RFI) documents.
3. Review shop drawings and submittals as requested by the Client.
4. Perform periodic site observation visits not to exceed two (2) MEP site observation visits and two (2) Structural site observation visits. Provide written reports to the Client.
    a. Reports shall list items observed which are not in compliance with the Contract Documents.
    b. All reports shall be directed to the Client for Contract Administration.
    c. Site visits will not be continuous nor exhaustive.
    d. Site visits are not intended to be for generating contractor completion lists, but are for review of completed work to notify the Client against non-compliant work to the degree possible with limited reviews. The Engineer is not responsible for the Contractor's performance of the work. The Contractor is responsible for any deviation from the Contract Documents.
    e. The Engineer shall not be responsible for the construction means, methods, techniques, sequences or procedures, safety precautions and programs.
    f. The Engineer shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractor's agents or employees, or any other persons performing any of the Work.

ASSUMPTIONS AND CONDITIONS

The scope of work services presented herein and associated fee amounts are based upon the Engineer's understanding of the proposed development. Changes in the project that affect the underlying contract assumptions may impact the required professional service fee.

Accordingly, the Engineer wishes to inform the Client and/or Owner that this proposal is based on the following documents, assumptions and conditions:

1. Scope described herein is based on email with concept plan attachment from MWM Design Group ("MWM") dated 2/25/19, scope clarification email from MWM on 2/26/19, as well as phone conversation between Owen Harrod (MWM) and Patrick Morrissey (ENCOTECH) on 2/27/19.
2. Compensation shall be adjusted upwards if the area of work square footage increases.
3. We understand that the project will not be a LEED project and will have no design considerations towards achieving LEED certifications or other sustainability certifications.
4. New air-conditioning system shall be limited to a single, standard Split DX system.
5. It is assumed that all existing building utilities are in good working condition and will not need any testing or upgrades.
6. The existing shell space has the adequate electrical and plumbing utilities. Existing panel is assumed to have sufficient capacity to accommodate any fit-out scope described herein, and that including spare breakers for future office equipment, etc is not required. Upgrades to utilities shall be considered as Additional Services.
7. It is understood that MWM will handle coordination with the future tenant; ENCOTECH will provide input as required but attendance to coordination sessions will not be required by ENCOTECH.
8. Project will be designed, filed, and constructed as a single package.
9. MEP drawings will be prepared in AutoCAD.

COMPENSATION

The lump sum fee to provide Basic and Limited Construction Services shall be:

PHASE DESCRIPTION	MEP
60% Construction Drawings and Specifications	$5,000.00
95% Construction Drawings	$3,500.00
100% Construction Drawings	$1,500.00
Bidding and Negotiations	$800.00
Construction Administration	$2,500.00
TOTAL	**$13,300.00**

REIMBURSABLE

Reimbursable expenses shall be invoiced at direct cost. These include, but are not limited to:

1. Reproduction of documents
2. Expedited shipping, mailing, courier expenses
3. Testing and Measurements
4. Mileage outside the Austin area
5. Travel expenses such as vehicle rental, airfare, meals and lodging

ADDITIONAL SERVICES

It is recognized that certain elements within the scope of engineering work cannot be accurately predetermined or controlled entirely by the Engineer. Therefore, such engineering work will be performed as Additional Services. Refer to Attachment B for Hourly Rates related to Additional Services effort.

The Engineer will perform Additional Services only with written approval and agreement by the Client. Such work may include but not limited to:

1. Major revisions to work product once initially approved by the Client/Owner.
2. Redesign and drawing revisions due to change of scope after the issuance of Construction Drawings and Specifications.
3. Changes or increases in Project Scope or Scope of Engineering Services resulting from project Assumptions and Conditions as defined in the proposal which prove to be incorrect.
4. Any additional work not specifically included in this Scope of Services.
5. Work required by the enactment or revisions of codes, laws or regulations after the preparation of documents.
6. Work resulting from corrections or revisions required because of errors or omissions in construction by the contractor or subcontractors.
7. Work associated with the preparation of as-built drawings.
8. Value Engineering Services.
9. Tenant Finish-Out design, drawings, and coordination.
10. Building Commissioning.
11. Design for LEED or other sustainability certification.
12. Energy Modeling.

EXCLUSIONS

Services that are not provided for in this Agreement specifically include, but are not limited to:

1. Means and Methods of Construction.
2. Code-required testing and special inspections shall be by a separate contract between the owner and a designated engineering testing laboratory.
3. Other services or expenses which may become necessary for the completion of this project which are not reasonably anticipatable at this time.
4. Aside from placement of a new condensing unit on the roof, there will not be any exterior / site work associated with this project.
5. Design of Security, Telephone and CCTV Systems, Fiber Optics, Computer Network Systems and any other special systems are not in our scope of work. The Engineer will coordinate power to such systems if load information is provided in advance by the Owner/Client.

6. Fire Sprinkler and Fire Alarm System Design are outside the scope of this proposal. The Engineer will indicate the location of the Fire Riser in the fire sprinkler room. The Engineer will coordinate power to such systems if load information is provided in advance by Owner/Client.
7. Design of Sand Traps, Septic Systems, and Lift Stations. The Engineer will coordinate power to such systems if load information is provided in advance by Client.
8. Detailed quantity takes-offs or estimates of construction cost are outside of Encotech's scope of services.
9. It is understood that natural gas / propane services are not associated with this area of work and therefore will not be utilized.
10. Emergency Power systems (Uninterrupted Power Supply (UPS) & Generator) are not required.
11. Structural Engineering shall be by others and is not included in this scope of work.
12. It is understood that Hutto, TX does not require ComCheck calculations.

CLIENT PROVIDED SERVICES

1. The Client/Owner shall furnish the Engineer with full information as to the Client/Owner project requirements including special considerations or special services needed, and also to make available all project pertinent data.
2. The Client/Owner shall furnish the Engineer with existing building and site drawings.
3. The Client shall select all plumbing and lighting fixtures and submit the cut sheets to the Engineer.
4. Electronic backgrounds shall be provided to the Engineer in AutoCAD (DWG or DXF) format. Backgrounds should be drawn in actual size and should not be scaled up or down. Backgrounds should include the Client's Title Block and its required fonts and logos. Architectural backgrounds should include building plans, building sections, roof plan, RCP including patios/courtyards, wall sections, and awning/overhead structure details if applicable. The Client shall provide reflected ceiling plan layout and work with the Engineer on RCP revisions, electrical outlet locations and all plumbing and lighting fixtures.
5. Client shall provide building and specialty equipment cut sheets with utility requirements (voltage, amperage, phase, watts, GPM, water connection, waste connection, BTUs, heat generation, etc.) prior to commencing design.
6. Client shall provide reflected ceiling plan layout in AutoCAD (DWG or DXF) format. Plans should indicate all lighting fixtures and lighting fixture schedule for all light fixtures selected by the Client and layout of all Owner-selected electrical power receptacles.
7. Client shall provide Engineer with a full set of progress drawings in PDF format at the completion of each design phase.
8. The Client shall be responsible for final printing and distribution of Construction Drawings and Specifications.

RESPONSIBILITY OF OTHERS

In accordance with accepted professional practice it is the responsibility of the Owner to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site/building that are beyond the scope of the professional engineering services described in this document. Certain unusual or unforeseeable conditions may materially alter the scope of the project in a manner not provided for in this contract.

If the project is cancelled prior to completion of project design, then the Engineer shall be paid for percentage of work completed up to the date of cancellation.

Please call us if you have any questions. Thank you for the opportunity to work with you.

Sincerely,

Ali Khataw, PE
President & CEO

Patrick Morrissey, PE, LEED AP
Associate Principal

Agreed and Accepted by Authorized Corporate Officer of:

Legal Entity Name

Signature

Print Name

Title

Date

ATTACHMENT C

Jose I. Guerra, Inc.
Consulting Engineers
Civil • Structural • Mechanical • Electrical

Engineering Excellence Since 1973

(Revised) March 1, 2019

Dr. Owen Harrod
MWM Design Group
305 E. Huntland Drive Suite 200
Austin, Texas 78752

Re: Hutto Office Space Finish-out, Design/Bid/CA
Williamson County Small Project Architectural Services
Hutto, Texas

Dear Dr. Harrod:

Jose I. Guerra, Inc. (Guerra) is pleased to submit our proposal to provide Consulting Structural Engineering Services for the above referenced project.

Hutto office finish-out – Structural
The Scope of Work is based upon the information e-mailed to our office on February 25, 2019. Scope includes designing structural frames to support condensers on top of the as-built metal roof framing. We will also provide details for concrete slab local demolition and strengthening for plumbing penetrations.

A. Scope of Work

General

- Specifications will be presented in book form and CSI format.
- AutoCad plans will be provided by MWM DesignGroup (MWM) for use by Guerra in developing the design/construction drawings.
- Construction drawings will be prepared using AutoCad 2019.
- Note as-built drawings of the existing above-ground structures and foundations are required.
- All final construction documents are to be stamped and signed by Texas State Licensed Professional Engineers.
- One (1) site visit to verify existing conditions.
- One (1) Design/Review Meeting with MWM DesignGroup and/or Williamson County staff is included in our scope of work.
- Preparation and submission of *two (2)* deliverable packages is included in our scope of work..

- Engineering consultation during bidding/construction, shop drawing review and engineering representation for up to one (1) on-site construction observation visit is included in our scope of work.

- One (1) warranty phase site walk-through.

Services Not Included:

- Special inspection services as defined by the International and Uniform Building Codes.
- Testing (destructive or non-destructive) of system materials or components.
- Preparation of probable or detailed construction cost estimates.
- Attendance at Public Outreach Meetings
- Plan check processing and permitting through governmental agencies.

Compensation

The Scope of Work defined above will be performed for a fixed fee as detailed in the attached Budget Worksheet, and as summarized below:

Structural Engineering Fee ***$5,198.00***

Project-related reimbursable expenses such as delivery service, printing, etc. are not included in the above fees nor anticipated.

Additional services, if required and requested in writing by your office, will be negotiated prior to commencing added scope of work.

Invoices will be submitted monthly and will be due and payable in accordance with the prime agreement between MWM and the Williamson County.

Jose I. Guerra, Inc. is committed to providing high quality and responsive consulting engineering services. We welcome this opportunity and look forward to continuing our successful relationship with MWM.

If this proposal is satisfactory, please sign and return a copy of this letter for our records. This proposal is good for 60 calendar days from the submitted date above.

Respectfully submitted,
JOSE I. GUERRA, INC.

Yan Cheung, P.E.
Project Manager/Senior Structural Project Engineer

Attachments:

Accepted by:_____ Date:_____

ATTACHMENT A

Hourly Rate Schedule
Williamson County
January 1, 2019

Principal	$225.00
Senior Project Manager	$185.00
Senior Project Engineer	$185.00
Project Manager	$158.00
Project Engineer	$158.00
Senior Design Engineer	$145.00
Senior Designer	$120.00
Design Engineer	$110.00
Designer	$100.00
CAD/BIM Manager	$ 95.50
Senior CAD/BIM Technician	$ 85.00
CAD/BIM Technician	$ 80.00
Administrative Assistant	$ 74.00
Expert Witness Testimony	$290.00

SUB CONSULTANT - FEE ESTIMATE WORKSHEET	
HOURLY BY TASK LABOR BREAKDOWN	
Williamson County Small Project Architectural Services	
Hutto Office Space Finish-out, Design/Bid/CA	
Date	3/1/2019
Sub Consultant Name:	Jose I. Guerra, Inc.
Discipline Services Provided:	Structural Engineering
MBE/WBE Certification/Gender Ethnicity:	MDB / MH

	Personnel Title	Principal		Senior Project Manager		Senior Project Engineer		Senior Design Engineer		Design Engineer		CAD/BIM Manager		Senior CAD/BIM Technician		CADD/BIM Technician		Administrative Assistant		TOTAL	
	Willamson County Approved Rates/Hr	$225.00		$185.00		$185.00		$145.00		$110.00		$95.50		$85.00		$80.00		$74.00			
TASK	TASK NAME	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	TOTAL $
	Structural & MEP Engineering																				
1	**Design Development**																				
1.1	Design/Review Meetings (1)		$0.00	3	$555.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	3	$555.00
1.2	Site visit to verify existing conditions (1)		$0.00	3	$555.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	3	$555.00
1.3	Submittal (1)		$0.00	4	$740.00		$0.00		$0.00		$0.00	3	$286.50		$0.00		$0.00		$0.00	7	$1,026.50
2	**Construction Documents**																				
2.1	Submittal (1)		$0.00	4	$740.00		$0.00		$0.00		$0.00	3	$286.50		$0.00		$0.00		$0.00	7	$1,026.50
3	**Bidding Phase**		$0.00	1	$185.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	1	$185.00
4	**Construction Administration Phase**																				
4.1	Submittal review and RFI		$0.00	4	$740.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$740.00
4.2	Construction Phase Site Visit and report (1)		$0.00	3	$555.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	3	$555.00
5	**Post-construction Phase site walk-through (1)**		$0.00	3	$555.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	3	$555.00
	Sub Total	**0**	**$0.00**	**25**	**$4,625.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**6**	**$573.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**31**	**$5,198.00**
REIMBURSABLE EXPENSES																					
TOTAL LABOR and EXPENSES																					**$5,198.00**

Attachment C - Work Schedule

Work shall begin immediately upon receipt of agreement between County and MWM DesignGroup. Work schedules will be developed as work is assigned.

Attachment D - Fee Schedule

Please see next pages.

RATE SCHEDULE

MWM DesignGroup, Inc.

Civil Engineering Principal	$ 290.00
Surveying Principal	$ 274.00
Licensed Professional IV / Sr Project Manager	$ 210.00
Licensed Professional III / Sr Project Manager	$ 190.00
Licensed Professional II / Project Manager	$ 155.00
Licensed Professional I / Project Manager	$ 141.00
Engineering/Arch Support Staff II	$ 125.00
Engineering/Arch Support Staff I	$ 90.00
CAD Manager	$ 122.00
Sr Technician III	$ 103.00
Technician II	$ 90.00
Technician I	$ 75.00
3 Person Field Crew	$ 210.00
2 Person Field Crew	$ 160.00

Jose I. Guerra, Inc.

Principal	$225.00
Senior Project Manager	$185.00
Senior Project Engineer	$185.00
Project Manager	$158.00
Project Engineer	$158.00
Senior Design Engineer	$145.00
Senior Designer	$120.00
Design Engineer	$110.00
Designer	$100.00
CAD/BIM Manager	$ 95.50
Senior CAD/BIM Technician	$ 85.00
CAD/BIM Technician	$ 80.00
Administrative Assistant	$ 74.00
Expert Witness Testimony	$290.00

RATE SCHEDULE

ENCOTECH ENGINEERING CONSULTANTS	HOURLY RATE	TX REGISTRATION NO. F-1141
PRINCIPAL:	$ 300.00	
PROJECT ENGINEER VI:	$ 265.00	
PROJECT ENGINEER V:	$ 230.00	
PROJECT ENGINEER IV:	$ 210.00	
PROJECT ENGINEER III:	$ 185.00	
PROJECT ENGINEER II:	$ 155.00	
PROJECT MANAGER II:	$ 155.00	
PROJECT MANAGER I:	$ 135.00	
GRADUATE ENGINEER V:	$ 125.00	
GRADUATE ENGINEER IV:	$ 115.00	
GRADUATE ENGINEER III:	$ 110.00	
GRADUATE ENGINEER II:	$ 105.00	
GRADUATE ENGINEER I:	$ 100.00	
CAD / DESIGNER III:	$ 116.10	
ADMINISTRATIVE I:	$ 70.00	

Commissioners Court - Regular Session **33.**

Meeting Date: 03/19/2019

Discuss consider and take appropriate action on approval of the final plat for the Siena Section 29 subdivision – Pct 4

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Siena Section 29 subdivision – Precinct 4.

Background

This is the next section of the Siena development. It consists of 1 multi-family lot and no new public roads.

Timeline

2018-10-24 – Initial submittal of final plat
2018-12-18 – 1st review complete with comments
2019-01-22 – 2nd submittal of final plat
2019-02-08 – 2nd review complete with comments
2019-02-21 – 3rd submittal of final plat with all signatures
2019-03-08 – 3rd review complete and all comments cleared
2019-03-14 – final plat place on March 19, 2019 Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Siena Section 29

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 12:01 PM
Form Started By: Adam Boatright		Started On: 03/14/2019 10:04 AM
Final Approval Date: 03/14/2019		

Commissioners Court - Regular Session **34.**

Meeting Date: 03/19/2019

Discuss consider and take appropriate action on approval of the amended plat of the Terra Del Sol at Santa Rita Ranch W Ph 1 Sec 1 subdivision – Pct 2

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the amended plat of Lots 80, 81, 82, 87, 88, 89, 92 and 93, Block C, Terra Del Sol at Santa Rita Ranch West, Phase 1, Section 1 subdivision – Precinct 2.

Background

This amended plat corrects the Liberty Hill City Limits boundary that was shown on the final plat of the Terra Del Sol at Santa Rita Ranch West, Phase 1, Section 1 subdivision. The Terra Del Sol at Santa Rita Ranch West, Phase 1, Section 1 final plat was previously approved on May 1, 2018. There are no changes to the lot or street layout.

Timeline

2019-02-01 – Initial submittal of amended plat
2019-02-15 – 1st review complete with comments
2019-03-04 – 2nd submittal of amended plat with all signatures
2019-03-13 – 2nd review complete and all comments cleared
2019-03-14 – amended plat place on March 19, 2019 Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

amended plat - Lots 80, 81, 82, 87, 88, 89, 92 and 93, Block C, Terra Del Sol at Santa Rita Ranch West Ph 1 Sec 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:57 AM
Form Started By: Adam Boatright		Started On: 03/14/2019 10:29 AM
Final Approval Date: 03/14/2019		

Commissioners Court - Regular Session **35.**

Meeting Date: 03/19/2019

Discuss consider and take appropriate action on approval of the final plat for the Three Angels subdivision – Pct 3

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Three Angels subdivision – Precinct 3.

Background

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

Timeline

2019-02-28 – Initial submittal of final plat
2018-03-12 – 1st review complete with comments
2019-03-13 – 2nd submittal of final plat with all signatures
2019-03-13 – 2nd review complete and all comments cleared
2019-03-14 – final plat place on March 19, 2019 Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Three Angels

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:59 AM
Form Started By: Adam Boatright		Started On: 03/14/2019 11:08 AM
Final Approval Date: 03/14/2019		

THREE ANGELS SUBDIVISION

A FINAL PLAT OF A PORTION OF A 4.735 ACRE TRACT (DOCUMENT NO. 2017054128 OPRWC), AND ALL OF A 1.730 ACRE TRACT (DOCUMENT NO. 2017078850 OPRWC) OUT OF THE JAMES MCCLOUD SURVEY, ABSTRACT NO. 423 CITY OF FLORENCE ETJ., WILLIAMSON COUNTY, TEXAS

BEING A 4.733 ACRE (206,175 SQ FT) TRACT OF LAND OUT OF THE JAMES MCCLOUD SURVEY, ABSTRACT NO. 423, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 1.730 ACRE TRACT AS CONVEYED IN A WARRANTY DEED FROM RENE MONTANEZ AND SONIA CANTU TO TRINIDAD CAVAZOS QUINTERO AND EVA CAVAZOS CANTU, RECORDED IN DOCUMENT NO. 2017078850, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), AND ALL OF THE RESIDUAL PORTION OF A 4.735 ACRES CONVEYED IN A GENERAL WARRANTY DEED FROM MELISSA SIMPSON TO RENE MONTANEZ AND SONIA CANTU, AS RECORDED IN DOCUMENT NO. 2017054128, (OPRWC), AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 1/2 inch diameter iron rod found for the East corner of the herein described tract, said iron rod being the South corner of a 13.33 acre tract of land as conveyed in a Warranty Deed from Dora Mae Stone, a single person to Gene A. Theriot, II and Diane W. Theriot, filed 7-15-2016 as recorded in Document No. 2016063684 OPRWC, the East corner of the said 4.735 acre tract, and in the North line of County Road 219 from which a 1/2 inch diameter iron rod with a plastic cap stamped "1847" found at the base of an 8 inch cedar post for the East corner of the said Theriot Tract bears North 68°40'35" E, 828.06 feet;

THENCE, South 68°45'03" West, with the South line of said 4.735 acre tract and the North line of County Road 219, a distance of 352.79 feet (deed called 353.03 feet), to a 1/2 inch iron rod with a plastic cap stamped "1847" found for an exterior corner of the herein described tract;

THENCE, South 68°56'46" West, continuing with the North line of the said County Road 219 and the South line of the said 4.735 acre tract, a distance of 294.35 feet, to a 1/2 inch iron rod with plastic cap stamped "1847" found for the South corner of the herein described tract, said iron rod being the South corner of the said 4.735 acre tract, the Southeast corner of a 13.34 acre tract conveyed in a Warranty Deed with Venor's Lien from Connie B. Hall to Robert Ortega and Dora Ortega, filed 5-18-2017 as recorded in Document No. 2017044614 OPRWC from which the Southwest corner of said 13.34 acre tract bears South 68°53'26" W, a distance of 494.96 feet;

THENCE, North 20°52'15" West, generally along a barbed wire fence with the common line of the said 4.735 acre tract and the said 13.34 acre tract, a distance of 319.46 feet, to a 1/2 inch iron rod with a plastic cap stamped "1847" found at a fence corner for the West corner of the herein described tract, said iron rod being the West corner of the said 4.735 acre, and an interior corner of the said 13.34;

THENCE, North 69°01'15" East, generally along a barbed wire fence with the North line of the said 4.735 acres, passing at a distance of 285.79 feet, a 1/2 inch iron rod with a plastic cap stamped "1847" found for the East corner of the said 13.34 acres, the Southwest corner of a 13.33 acre tract conveyed in a Warranty Deed from Dora Mae Stone to Gene A. Theriot, II and Diane W. Theriot, filed 7-15-2016 as recorded in Document No. 2016063684 OPRWC, and continuing with the South line of the said 13.33 acre tract and the North line of the 4.735 acre tract for a total distance of 646.70 feet, to a 1/2 inch iron rod stamped "1847" found for the North corner of the herein described tract, said iron rod being an interior corner of the said 13.33 acre tract;

THENCE, South 20°56'53" East, continuing with the common line of said 13.33 acre tract and the said 4.735 acre tract, a distance of 317.41 feet (deed called 317.18 feet), to the POINT OF BEGINNING, CONTAINING within these metes and bounds 4.733 acres (206,175 square feet) of land, more or less.

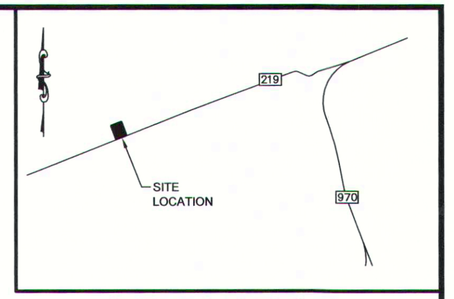
NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD 83(2012B), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET REFERENCE NETWORK. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUE. USE A SCALE FACTOR OF 0.999840564 TO CONVERT TO SURFACE.
2. ALL ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88(2012B), REFERENCING THE LEICA SMARTNET REFERENCE NETWORK.

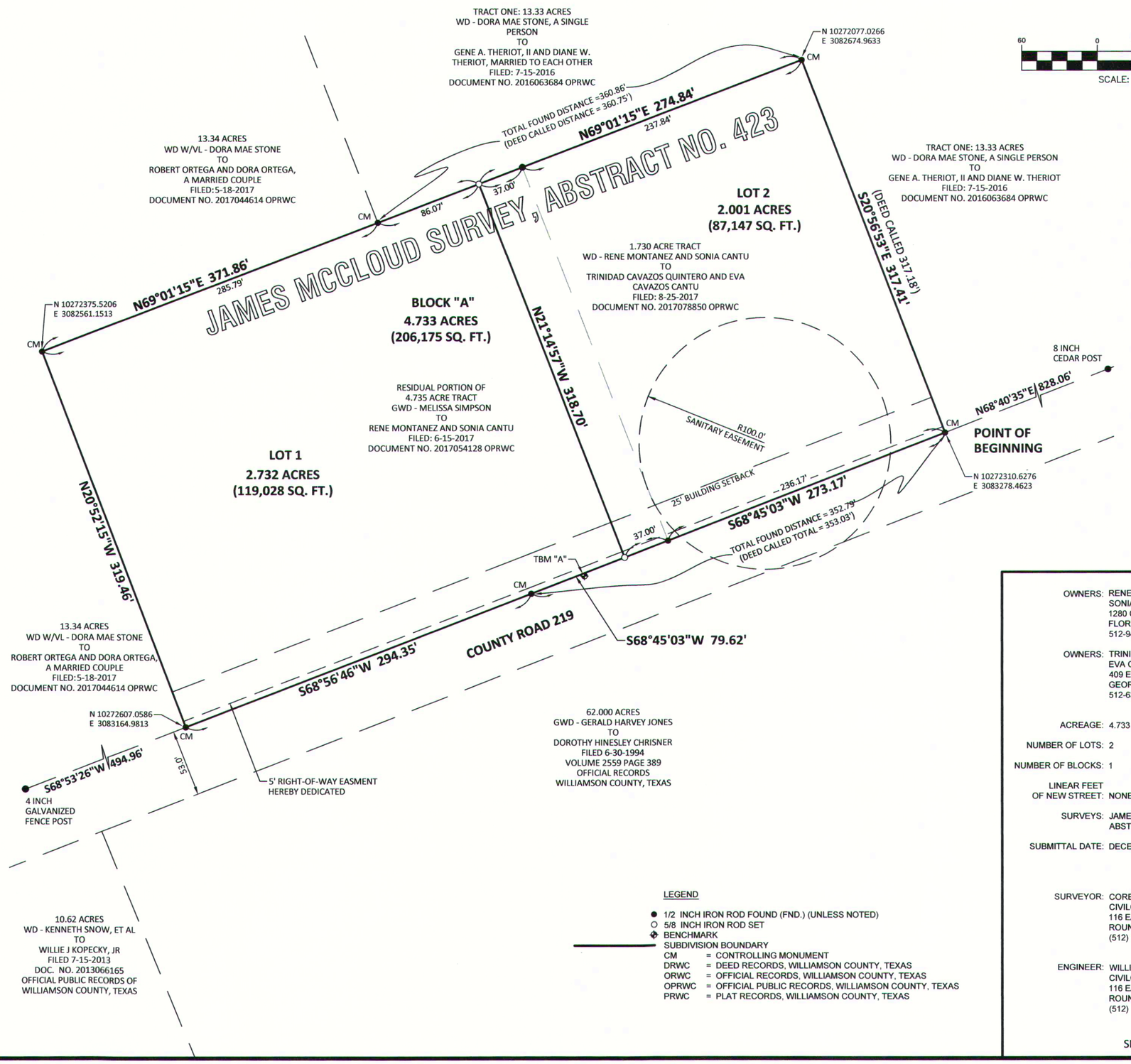
BENCHMARK:

TBM "A" = RAILROAD SPIKE SET IN POWER POLE LOCATED 72 FEET SOUTHWEST OF THE SOUTH COMMON CORNER OF LOT 1 AND LOT 2 BLOCK "A" IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 219. ELEVATION = 1012.78"

3. WATER SERVICE FOR THIS SUBDIVISION SHALL BE PROVIDED BY GEORGETOWN UTILITY SYSTEMS, LOT 1 IS CURRENTLY SERVICED BY GEORGETOWN UTILITY SYSTEMS, AND LOT 2 SHALL OBTAIN WATER BY PRIVATE WATER WELL.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY AN ON-SITE SEWAGE FACILITIES.
5. ALL PUBLIC ROADS AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
7. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
8. RURAL MAILBOXES SHALL BE SET THREE (3) FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
9. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE.
10. 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.
11. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
12. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, AND CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.



LOCATION MAP (NOT TO SCALE)



60 0 30 60 120

SCALE: 1"= 60'

LEGEND

- ● 1/2 INCH IRON ROD FOUND (FND.) (UNLESS NOTED)
- ○ 5/8 INCH IRON ROD SET
- ◆ BENCHMARK
- SUBDIVISION BOUNDARY
- CM = CONTROLLING MONUMENT
- DRWC = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- PRWC = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS

OWNERS: RENE MONTANEZ
SONIA CANTU
1280 COUNTY ROAD 219
FLORENCE, TEXAS 76527
512-948-2086

OWNERS: TRINIDAD CAVAZOS QUINTERO
EVA CAVAZOS CANTU
409 E 19TH STREET
GEORGETOWN, TEXAS 78626
512-639-0523

ACREAGE: 4.733 ACRES (206,175 SQ. FT.)

NUMBER OF LOTS: 2

NUMBER OF BLOCKS: 1

LINEAR FEET OF NEW STREET: NONE

SURVEYS: JAMES MCCLOUD SURVEY, ABSTRACT NO. 423

SUBMITTAL DATE: DECEMBER 2018

SURVEYOR: COREY JOSEPH HALL, RPLS
CIVILCORP, LLC.
116 EAST MAIN STREET
ROUND ROCK, TEXAS 78664
(512) 828-0406 / (512) 828-0429 fax

ENGINEER: WILLIAM H. REITMANN, PE
CIVILCORP, LLC.
116 EAST MAIN STREET
ROUND ROCK, TEXAS 78664
(512) 828-0406 / (512) 828-0429 FAX

CivilCorp
ENGINEERS • SURVEYORS
116 E. MAIN STREET, ROUND ROCK, TEXAS 78664
TEL: (512) 828-0406 FAX: (512) 828-0429
TBPE REGISTRATION #F-10283 TBPLS REGISTRATION #10194152

THREE ANGELS SUBDIVISION

A FINAL PLAT OF A PORTION OF A 4.735 ACRE TRACT (DOCUMENT NO. 2017054128 OPRWC), AND ALL OF A 1.730 ACRE TRACT (DOCUMENT NO. 2017078850 OPRWC) OUT OF THE JAMES MCCLOUD SURVEY, ABSTRACT NO. 423 CITY OF FLORENCE ETJ., WILLIAMSON COUNTY, TEXAS

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

I, Rene Montanez, sole owner of the certain portion of 4.735 acre tract of land shown hereon and described in a deed recorded in Document No. 2017054128 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby replat said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as THREE ANGELS SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 13th day of March, 2019.

Rene Montanez
Rene Montanez (owner)
1280 CR 219
Florence, Texas 78527

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared Rene Montanez known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.
GIVEN UNDER MY HAND and seal of office this 13th day of March, 2019.

Liz Alvarado
Notary Public in and for the State of Texas
Liz Alvarado
Notary Public printed or typed name

LIZ ALVARADO
My Notary ID # 12360214
Expires August 26, 2021
SEAL

My commission expires on: 8/26/2021

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

I, Trinidad Cavazos Quintero, sole owner of the certain 1.730 acre tract of land shown hereon and described in a deed recorded in Document No. 2017078850 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby replat said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as THREE ANGELS SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 13th day of March, 2019.

Trinidad Cavazos Quintero
Trinidad Cavazos Quintero (owner)
409 E 19th Street
Georgetown, Texas 78626

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared Trinidad Cavazos Quintero known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.
GIVEN UNDER MY HAND and seal of office this 13th day of March, 2019.

Liz Alvarado
Notary Public in and for the State of Texas
Liz Alvarado
Notary Public printed or typed name

LIZ ALVARADO
My Notary ID # 12360214
Expires August 26, 2021
SEAL

My commission expires on: 8/26/2021

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

I, Eva Cavazos Cantu, sole owner of the certain 1.730 acre tract of land shown hereon and described in a deed recorded in Document No. 2017078850 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby replat said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as THREE ANGELS SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 13th day of March, 2019.

Eva Cavazos
Eva Cavazos Cantu (owner)
409 E 19th Street
Georgetown, Texas 78626

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared Eva Cavazos known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.
GIVEN UNDER MY HAND and seal of office this 13th day of March, 2019.

Liz Alvarado
Notary Public in and for the State of Texas
Liz Alvarado
Notary Public printed or typed name

LIZ ALVARADO
My Notary ID # 12360214
Expires August 26, 2021
SEAL

My commission expires on: 8/26/2021

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
County Engineer

3/13/19
Date

Road Name and 911 Addressing Approval:
Road name and address assignments verified this the 13th day of March, 2019 A.D.

Teresa Baker
Teresa Baker
Williamson County Addressing Coordinator

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

I, Sonia Cantu, sole owner of the certain portion of 4.735 acre tract of land shown hereon and described in a deed recorded in Document No. 2017054128 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby replat said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as THREE ANGELS SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 13th day of March, 2019.

Sonia Cantu
Sonia Cantu (owner)
1280 CR 219
Florence, Texas 78527

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared Sonia Cantu known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.
GIVEN UNDER MY HAND and seal of office this 13th day of March, 2019.

Liz Alvarado
Notary Public in and for the State of Texas
Liz Alvarado
Notary Public printed or typed name

LIZ ALVARADO
My Notary ID # 12360214
Expires August 26, 2021
SEAL

My commission expires on: 8/26/2021

SURVEYOR'S CERTIFICATION:
That I, Corey Joseph Hall, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision. The attached Metes and bounds description results in a satisfactory mathematical closure.

Corey Joseph Hall
Registered Professional Land Surveyor 6362

3/12/19
Date

STATE OF TEXAS
REGISTERED
COREY JOSEPH HALL
6362
PROFESSIONAL
LAND SURVEYOR

FLOOD NOTE:

This tract is not located within the Edwards Aquifer Recharge Zone.

No lot in this subdivision is encroached by any special flood hazard area inundated by the 100 year flood as identified by the U.S. Federal Emergency Management Agency (F.E.M.A.) flood insurance rate map, community panel number 48491C0100E, effective date September 26, 2008, for Williamson County, Texas, and indicates that the subject tract lies within Zone "X" unshaded (areas determined to be outside the 0.2% annual chance floodplain).

That I, William H. Reitmann, do hereby certify that the information contained on this plat complies with the subdivision ordinances adopted by Williamson County, Texas.

William H. Reitmann, P.E. 3/12/19
WILLIAM H. REITMANN
Licensed Professional Engineer No. 77067

Date

STATE OF TEXAS
WILLIAM H. REITMANN
77067
REGISTERED
PROFESSIONAL ENGINEER

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

I, Bill Gravell, 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.

Bill Gravell, Jr County Judge
Williamson County, Texas

Date

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

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 20___ A.D., at _____ o'clock, __.M., and duly recorded this the day of _____ 20___A.D., at _____o'clock,__.M., in the Official Public Records of said County in Instrument No._____.
TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk County Court
of Williamson County, Texas

By:_____, Deputy

CivilCorp
ENGINEERS • SURVEYORS
116 E. MAIN STREET, ROUND ROCK, TEXAS 78664
TEL: (512) 828-0406 FAX: (512) 828-0429
TBPE REGISTRATION #F-10283 TBPLS REGISTRATION #10194152

Commissioners Court - Regular Session **36.**

Meeting Date: 03/19/2019

Discuss consider and take appropriate action on approval of the preliminary plat for the Enclave at Jarrell subdivision – Pct 3

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Enclave at Jarrell subdivision – Precinct 3.

Background

This proposed subdivision consists of 17 lots, a detention lot and 1,063 feet of new public roads.

Timeline

2017-11-13 – Initial submittal of preliminary plat
2017-12-19 – 1st review complete with comments
2018-08-09 – 2nd submittal of preliminary plat
2018-10-05 – 2nd review complete with comments
2019-01-29 – 3rd submittal of preliminary plat
2019-02-14 – 3rd review complete with comments
2019-02-27 – 4th submittal of preliminary plat
2019-02-28 – 4th review complete and all comments cleared
2019-03-14 – preliminary plat place on March 19, 2019 Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - The Enclave at Jarrell

Form Review

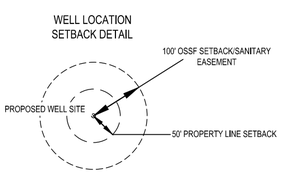
Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 12:01 PM
Form Started By: Adam Boatright		Started On: 03/14/2019 11:29 AM
Final Approval Date: 03/14/2019		

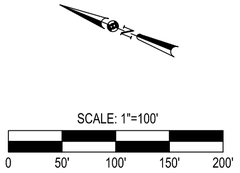
PRELIMINARY PLAT
THE ENCLAVE AT JARRELL

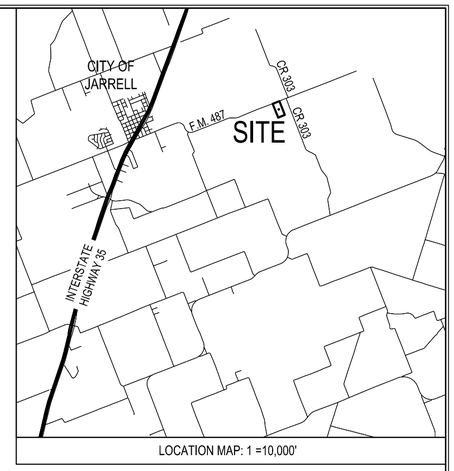
BEING A 21.300 ACRE TRACT OF LAND LOCATED IN THE WILLIAM ADAMS SURVEY, ABSTRACT NO. 34, WILLIAMSON COUNTY, TEXAS, SAID 21.300 ACRE TRACT, BEING ALL OF THAT CALLED 21.300 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2016026572, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

NOTES:
1) FIELD WORK PERFORMED ON: SEPTEMBER 2015
2) BASIS OF BEARING: NAD 83, TEXAS CENTRAL ZONE, STATE PLANE
3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

FEMA FLOOD PLAIN - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0150E, EFFECTIVE DATE SEPTEMBER 26, 2008, THIS PROPERTY LIES IN ZONE X, WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



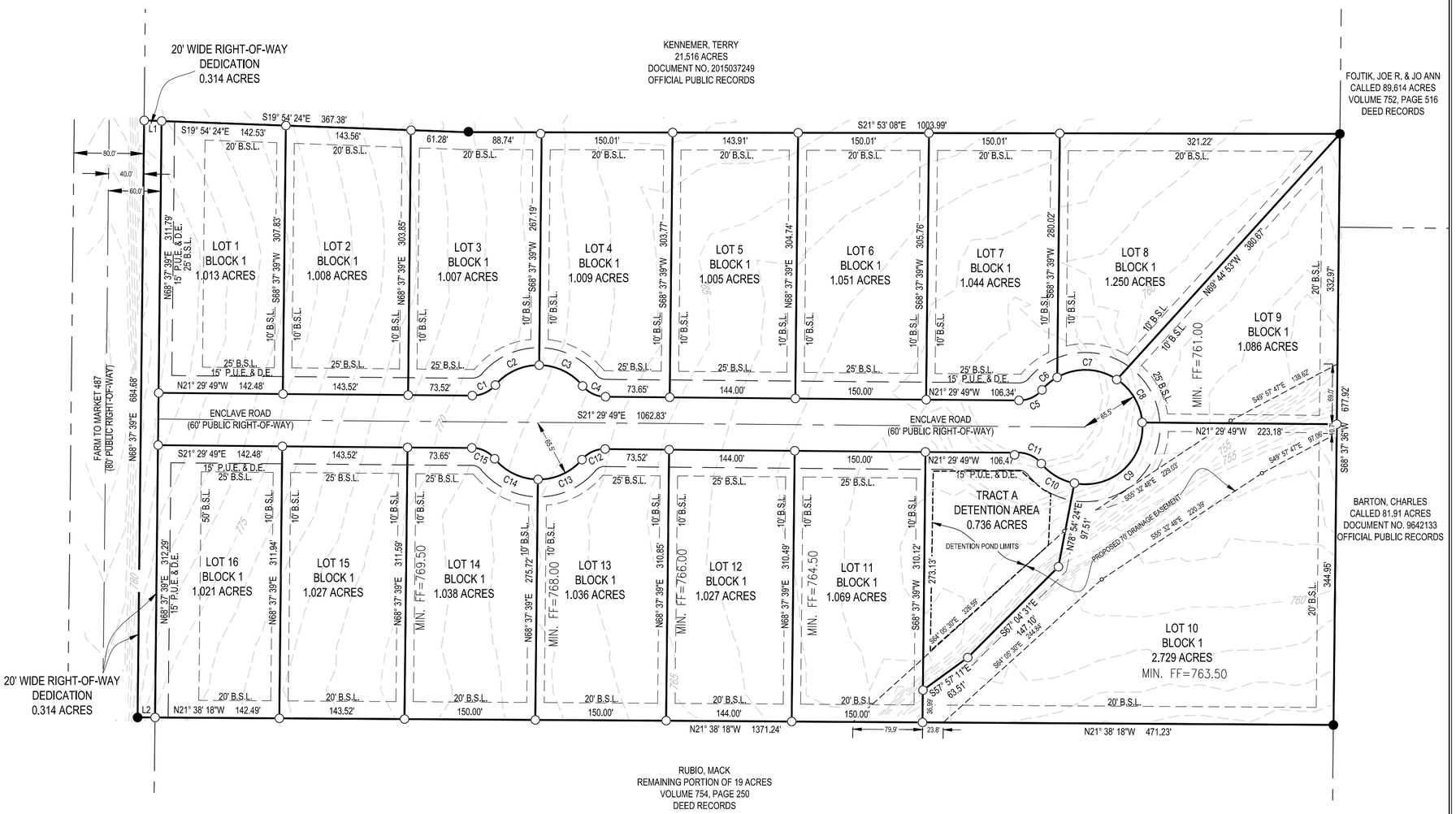




LOCATION MAP: 1 =10,000'

LEGEND

P.O.B.	POINT OF BEGINNING
●	1/2" IRON ROD FOUND
○	SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP
B.S.L.	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S19° 54' 24"E	20.01'
L2	N21° 38' 18"W	20.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	34.50'	30.01'	49°50'04"	N46° 24' 51"W	29.07
C2	65.50'	57.11'	49°57'32"	N46° 21' 07"W	55.32
C3	65.50'	56.83'	49°42'35"	N3° 28' 57"E	55.06
C4	34.50'	30.01'	49°50'04"	N3° 25' 13"E	29.07
C5	34.50'	30.01'	49°50'04"	N46° 24' 51"W	29.07
C6	65.50'	22.73'	19°53'05"	N61° 23' 20"W	22.62
C7	65.50'	71.93'	62°55'22"	N19° 59' 06"W	68.37
C8	65.50'	59.19'	51°46'41"	N37° 21' 55"E	57.20
C9	65.50'	120.78'	105°39'09"	S63° 55' 10"E	104.38
C10	65.50'	45.08'	39°25'50"	N8° 37' 19"E	44.19
C11	34.50'	30.01'	49°50'04"	N3° 25' 13"E	29.07
C12	34.50'	30.01'	49°50'04"	S46° 24' 51"E	29.07
C13	65.50'	57.11'	49°57'32"	S46° 21' 07"E	55.32
C14	65.50'	56.83'	49°42'33"	S3° 28' 57"W	55.06
C15	34.50'	30.01'	49°50'04"	S3° 25' 13"W	29.07

OWNER/DEVELOPER:
1ST VALUE HOMES
ELMER LIZAMA
P.O. BOX 1004
JARRELL, TEXAS
512-818-6333

SURVEYOR:
QUICK INC.
C/O TRAVIS QUICKSALL, R.P.L.S.
3303 SHELL ROAD, SUITE 4
GEORGETOWN, TEXAS 78628
OFF: (512) 915-4950
TQUICKSALL@QUICK-INC.NET

AGENT/ENGINEER:
CLARK & FULLER ENGINEERING
C/O JUSTIN FULLER, P.E.
215 NORTH MAIN
TEMPLE, TEXAS 78628
OFF: (254) 899-0899
JFULLER@CLARK-FULLER.COM

QUICK INC. LAND SURVEYING
FIRM NUMBER: 10194104
OFFICE: 3305 SHELL ROAD, SUITE 100, GEORGETOWN, TX. 78628 PHONE: 512-915-4950
MAILING ADDRESS: 4500 WILLIAMS DR, SUITE 212, BOX 228, GEORGETOWN, TX 78633

DATE: FEBRUARY 2019

JOB NO. 172300

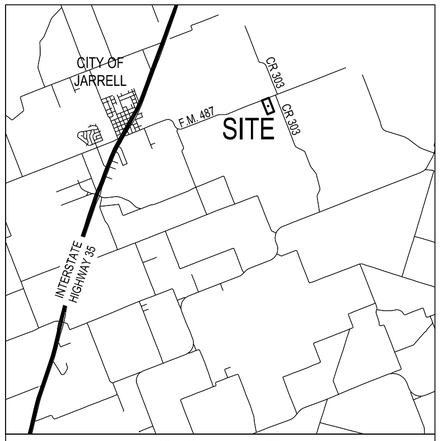
PRELIMINARY PLAT
THE ENCLAVE AT JARRELL

BEING A 21.300 ACRE TRACT OF LAND LOCATED IN THE WILLIAM ADAMS SURVEY, ABSTRACT NO. 34, WILLIAMSON COUNTY, TEXAS, SAID 21.300 ACRE TRACT, BEING ALL OF THAT CALLED 21.300 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2016026572, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

NOTES:

1. ACREAGE OF SUBDIVISION = 21.3 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 1.178 AC/LOT.
2. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0150E, DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOOD PLAIN BOUNDARIES IN THIS AREA.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JARRELL SCHWERTNER WATER SUPPLY.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
5. ELECTRIC SERVICE PROVIDED BY BARTLETT ELECTRIC COOPERATIVE.
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
7. A FIFTEEN (15) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOMESITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
8. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
9. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
10. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A BLUE PLASTIC CAP.
11. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT.
12. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
13. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
14. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
15. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
16. ALL LOT OWNERS IN THIS SUBDIVISION WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
17. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
18. NO PORTION OF THIS TRACT IS LOCATED WITHIN EDWARDS AQUIFER CONTRIBUTING ZONE NOR THE RECHARGE ZONE.
19. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED
20. 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.
21. DRIVEWAYS FOR ALL LOTS TO ONLY CONNECT TO ENCLAVE ROAD.

NEW RESIDENTIAL LOTS: 16



LOCATION MAP: 1 =10,000'

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

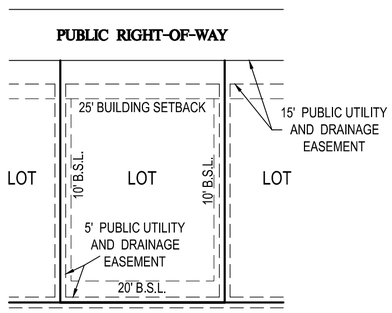
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

REGISTERED PROFESSIONAL LAND SURVEYOR
TRAVIS QUICKSALL, R.P.L.S.

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. NO PART OF THIS TRACT IS LOCATED WITHIN EDWARDS AQUIFER CONTRIBUTING ZONE NOR THE RECHARGE ZONE.

LICENSED PROFESSIONAL ENGINEER
JUSTIN FULLER, PE



TYPICAL LOT EASEMENTS

N.T.S. (ESTABLISHED ON ALL LOTS)

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

I, ELMER LIZAMA, OWNER'S AGENT AND GENERAL PARTNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2016026572 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS THE ENCLAVE AT JARRELL.

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

OWNER:
1ST VALUE HOMES
ELMER LIZAMA

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS _____ DAY OF _____ ,2019.

NOTARY PUBLIC
STATE OF TEXAS

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT 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 DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

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

DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ____ DAY OF _____ , 20___ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

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

DATED THIS _____ DAY OF _____ , 2019.

BY:

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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

I, NANCY E. 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 _____, A.D., 20_____A.D., AT _____O'CLOCK, ___M AND DULY RECORDED THIS DAY OF _____, 20_____ A.D., AT _____ O'CLOCK ___M, IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY:_____ DEPUTY

OWNER/DEVELOPER:
1ST VALUE HOMES
ELMER LIZAMA
P.O. BOX 1004
JARRELL, TEXAS
512-818-6333

SURVEYOR:
QUICK INC.
C/O TRAVIS QUICKSALL, R.P.L.S.
3303 SHELL ROAD, SUITE 4
GEORGETOWN, TEXAS 78628
OFF: (512) 915-4950
TQUICKSALL@QUICK-INC.NET

AGENT/ENGINEER:
CLARK & FULLER ENGINEERING
C/O JUSTIN FULLER, P.E.
215 NORTH MAIN
TEMPLE, TEXAS 78628
OFF: (254) 899-0899
JFULLER@CLARK-FULLER.COM

QUICK INC. LAND SURVEYING
FIRM NUMBER: 10194104
OFFICE: 3305 SHELL ROAD, SUITE 100, GEORGETOWN, TX. 78628 PHONE: 512-915-4950
MAILING ADDRESS: 4500 WILLIAMS DR, SUITE 212, BOX 228, GEORGETOWN, TX 78633

DATE: FEBRUARY 2019

JOB NO. 172300

SHEET 2 OF 2

Commissioners Court - Regular Session **37.**

Meeting Date: 03/19/2019

Discuss consider and take appropriate action on approval of the preliminary plat for the Bukowsky subdivision – Pct 3

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Bukowsky subdivision – Precinct 3.

Background

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

Timeline

2018-04-13 – Initial submittal of preliminary plat
2018-06-26 – 1st review complete with comments
2019-03-01 – 2nd submittal of preliminary plat
2019-03-08 – 2nd review complete and comments cleared
2019-03-14 – preliminary plat place on March 19, 2019 Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

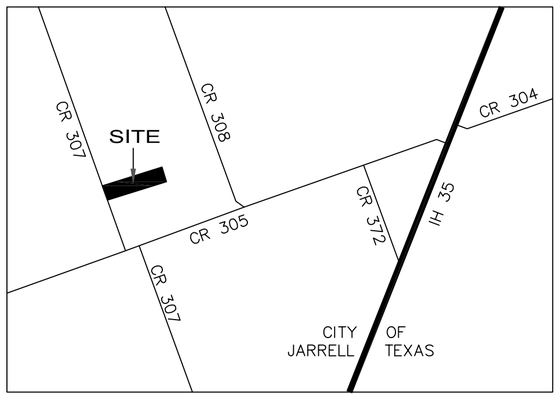
Attachments

preliminary plat - Bukowsky

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 12:01 PM
Form Started By: Adam Boatright		Started On: 03/14/2019 11:38 AM
Final Approval Date: 03/14/2019		

PRELIMINARY PLAT OF BUKOWSKY SUBDIVISION



VICINITY MAP
(NOT TO SCALE)

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.

ELISHA DAVIS SURVEY
ABSTRACT NO. 172

KERRY CONAWAY JR.
CALLED 10.51 ACRES
DOC. NO. 2006005509
O.P.R.W.C.T.

LETTS FAMILY TRUST
CALLED 58.736 ACRES
DOC. NO. 930612
RECORDED IN WALKER COUNTY, TX

D.K. BUKOWSKY TRUCKING INC.
CALLED 5.00 ACRES
DOC. NO. 2008042617
O.P.R.W.C.T

GRID COORDINATE
N: 10280869.07
E: 3149552.81

3/8"

"FOREST 1847"

GRID COORDINATE
N: 10280422.64
E: 3148242.32

P.O.B. 3/8"

"FOREST 1847"

N 71°11'17" E 1384.65'

804 237.32' 237.32' 237.32'

802 804 806 808 810 812 814 816 818 820

S 21°38'39" E 345.81'

S 21°38'39" E 316.52'

S 21°38'39" E 287.22'

S 21°38'39" E 129.40'

672.69'

673.52'

S 71°00'34" W 674.43'

911.93'

1149.43'

1386.93'

S 71°00'34" W

LOT 1
2.000 ACRES
87121 SQ. FEET

LOT 2
2.000 ACRES
87119 SQ. FEET

LOT 3
2.029 ACRES
88402 SQ. FEET

LOT 4
2.352 ACRES
102474 SQ. FEET

LOT 5
2.675 ACRES
116538 SQ. FEET

25' OSSF SETBACK FROM DRAINAGE WAY

25' OSSF SETBACK FROM DRAINAGE WAY

10' R.O.W. DEDICATION

25' BUILDING SETBACK

30' JOINT USE ACCESS EASEMENT

30.02'

30.02'

30.02'

C.L.

31° 19' 20"

N 21°14'15" W 130.59'

N 21°14'15" W 129.36'

N 21°14'15" W 350.02'

CR 307 (ASPHALT ROAD)

C.L.

30' 20'

DUDLEY K. BUKOWSKY AND TAMI BUKOWSKY
CALLED 10.00 ACRES
DOC. NO. 2008016420
O.P.R.W.C.T.

DUDLEY K. BUKOWSKY AND TAMI BUKOWSKY, HUSBAND AND WIFE
CALLED 6.06 ACRES
DOC. NO. 2008027137
O.P.R.W.C.T

SURVEYOR'S NOTE:
WEST R.O.W. OF CR 307 APPEARS TO HAVE BEEN PREVIOUSLY DEDICATED TO BE 30' FROM ROADWAY CENTERLINE PER EXISTING FENCE LINE.

LEGEND

- ● 1/2" IRON ROD FOUND (UNLESS SIZE OTHERWISE STATED)
- ○ 1/2" IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"

C.L. = CENTERLINE OF ROADWAY PAVEMENT
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY
O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

OWNER: D.K. BUKOWSKY TRUCKING, INC.
and DUDLEY K. BUKOWSKY AND TAMI BUKOWSKY
750 COUNTY ROAD 307
JARRELL, TX 76537
(512) 818-8111

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

NUMBER OF LOTS: 5

NUMBER OF BLOCKS: 1

TOTAL LINEAR FEET OF NEW STREETS: NONE

TOTAL STREET R.O.W. AREA TO BE DEDICATED: NONE

TOTAL ACREAGE: 11.057 ACRES

DATE SUBMITTED: JULY 31, 2018

LOT TABLE		
LOT 1 – RESIDENTIAL	2.000 ACRES	87,121 SQ. FEET
LOT 2 – RESIDENTIAL	2.000 ACRES	87,119 SQ. FEET
LOT 3 – RESIDENTIAL	2.029 ACRES	88,402 SQ. FEET
LOT 4 – RESIDENTIAL	2.352 ACRES	102,474 SQ. FEET
LOT 5 – RESIDENTIAL	2.675 ACRES	116,538 SQ. FEET
TOTAL AREA	11.057 ACRES	481,654 SQ. FEET

DRIVEWAYS WILL BE BUILT PER CITY OF GEORGETOWN DETAIL SD-16 FOR A CONCRETE DIP DRIVEWAY APPROACH.

THE "BERM" THAT IS EXISTING ALONG THE ROAD IS A MAX OF 6" TALL SO PUTTING A MINIMUM 18" CULVERT WOULD NOT BE FEASIBLE. A DIP STYLE DRIVEWAY WAS APPROVED THROUGH TALKS WITH THE COUNTY REVIEWER.

DRIVEWAY CULVERT DESIGN TABLE	
LOT	DRIVEWAY TYPE
1	DIP STYLE
2	DIP STYLE
3,4,5	DIP STYLE

DRIVEWAY SPACING ALONG CR307 SHALL BE NO CLOSER THAN 100 FEET MEASURED FROM CENTER TO CENTER.

A JOINT ACCESS EASEMENT FROM THE FRONT OF LOTS 3-5 ALL THE WAY DOWN THE LENGTH OF LOT 2 SO THAT LOT 3-5 ALL HAVE COMPLETE ACCESS OF THAT ROAD THAT WILL BE BUILT.

METES AND BOUNDS DESCRIPTION

FOR A 11.057 ACRE TRACT OF LAND OUT OF THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 5.00 ACRE TRACT OF LAND CONVEYED TO D.K. BUKOWSKY TRUCKING, INC. AS DESCRIBED IN DOCUMENT NO. 2008042617, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE CALLED 6.06 ACRE TRACT OF LAND CONVEYED TO DUDLEY K. BUKOWSKY AND TAMI BUKOWSKY, HUSBAND AND WIFE, AS RECORDED IN DOCUMENT NO. 2008027137, SAID 11.057 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8" iron rod found in a concrete culvert (Grid Coordinates: N=10280422.64, E=3148242.32) monumenting the northwest corner of said 5.00 acre Bukowsky Trucking tract and the southwest corner of the called 10.51 acre tract of land conveyed to Kerry Conaway Jr., as described in Document No. 2006005509, Official Public Records, Williamson County, Texas, same being on the east right-of-way line of County Road 307, for the northwest corner and POINT OF BEGINNING hereof;

THENCE, departing the east right-of-way line of County Road 307, with the southerly boundary line of said 10.51 acre Conaway tract, in part with the northerly boundary line of said 5.00 acre Bukowsky Trucking tract, in part with the northerly boundary line of said 6.06 acre Bukowsky tract, N 71°11'17" E for a distance of 1384.65 feet to a 3/8" iron rod found monumenting the northeast corner of said 6.06 acre Bukowsky tract, same being on the southeast corner of said 10.51 acre Conaway tract, same being on the west boundary line of called 58.736 acre tract of land conveyed to Letts Family Trust as recorded in Document No. 930612 of the Public Records of Walker County, Texas, for the northeast corner hereof;

THENCE, with the common boundary line of said 6.06 acre Bukowsky tract and said 58.736 acre Letts Family Trust tract, S 21°38'39" E for a distance of 345.81 feet to a 1/2" iron rod found with cap marked "FOREST 1847" monumenting the southeast corner of said 6.06 acre Bukowsky tract, for the southeast corner hereof;

THENCE, with the common boundary line of said 6.06 acre Bukowsky tract and called 10.00 acre tract of land conveyed to Dudley K. Bukowsky and Tami Bukowsky as recorded in Document No. 2008016420 of the Official Public Records of Williamson County, Texas, S 71°00'34" W for a distance of 1386.93 feet to a 1/2" iron rod found with cap marked "FOREST 1847" monumenting the southwest corner of said 6.06 acre Bukowsky tract, same being on the northwest corner of said 10.00 acre Bukowsky tract, for the southeast corner hereof;

THENCE, with east right-of-way line of County Road 307, in part with the westerly boundary line of said 6.06 acre Bukowsky Tract, and in part with the westerly boundary of called 5.00 acre Bukowsky Trucking tract, N 21°14'15" W for a distance of 350.02 feet to the POINT OF BEGINNING hereof and containing 11.057 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
FIRM REGISTRATION NO. 10006900

GENERAL NOTES

1. THIS DEVELOPMENT SHALL COMPLY WITH ALL APPLICABLE COUNTY AND STATE REGULATIONS.

2. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN AS INDICATED ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL NO. 48491C0150E, DATED SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

3. THE MINIMUM LOWEST FINISH 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.

4. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

5. LANDSCAPING IS PROHIBITED WITHIN THE COUNTY ROAD RIGHT-OF-WAY.

6. A 10-FOOT WIDE WILLIAMSON COUNTY UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES.

7. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

8. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.

9. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN,

10. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JARRELL SCHWERTNER WATER SUPPLY CORP.

11. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

12. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

13. THIS SUBDIVISION IS LOCATED IN THE CITY OF JARRELL ETJ.

14. LOTS 3, 4, AND 5 MAY NOT BE FURTHER SUBDIVIDED.

15. LOTS 3, 4, AND 5 SHALL SHARE A SINGLE DRIVEWAY.

16. DRIVEWAY SPACING ALONG CR 307 SHALL BE A MINIMUM OF 100 FEET MEASURED FROM CENTER TO CENTER.

17. IMPROVEMENTS WITHIN THE COUNTY 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.

18. 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.

19. LOTS 3, 4 AND 5 ARE TO BE ALLOWED FULL USE OF THE JOINT USE ACCESS EASEMENT LOCATED ON LOT 4.

OWNERS RESPONSIBILITIES

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

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

ADDRESSING

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY _____, 20___ A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

D.K. BUKOWSKY TRUCKING, INC., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A GENERAL WARRANTY DEED WITH THIRD PARTY VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2008042617 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS FINAL PLAT OF BUKOWSKY SUBDIVISION.

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

_____
DUDLEY K. BUKOWSKY
PRESIDENT, D.K. BUKOWSKY TRUCKING, INC., A TEXAS CORPORATION
750 CR. 307
JARRELL, TX 76537

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DUDLEY K. BUKOWSKY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

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

DUDLEY K. BUKOWSKY AND TAMI BUKOWSKY, OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A GENERAL WARRANTY GIFT DEED RECORDED IN DOCUMENT NO. 2008027137 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS FINAL PLAT OF BUKOWSKY SUBDIVISION.

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

_____
DUDLEY K. BUKOWSKY
750 CR. 307
JARRELL, TX 76537

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DUDLEY K. BUKOWSKY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

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

EAGLE BANK, A BRANCH OF ROUND TOP STATE BANK, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A GENERAL WARRANTY DEED WITH THIRD PARTY VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2008042617 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS FINAL PLAT OF BUKOWSKY SUBDIVISION.

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

_____
VERNON LEMENS,
EAGLE BANK, A BRANCH OF ROUND TOP STATE BANK
12345 NORTH INTERSTATE HIGHWAY 35
JARRELL, TX 76537

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED VERNON LEMENS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

PRELIMINARY PLAT OF BUKOWSKY SUBDIVISION

I, SHANE SHAFER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL OF THE APPLICABLE CODES AND ORDINANCES: IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

_____
SHANE SHAFER, RPLS
REGISTERED PROFESSIONAL LICENSED SURVEYOR, NO. 5281
STATE OF TEXAS

I, DANIEL J. ARREDONDO, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____
DANIEL J. ARREDONDO
REGISTERED PROFESSIONAL ENGINEER NO. 119989
STATE OF TEXAS

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR THOSE 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

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

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

_____ _____
DAN A GATTIS, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

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 PLAT RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE AND WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
FIRM REGISTRATION NO. 10006900

Commissioners Court - Regular Session **38.**

Meeting Date: 03/19/2019

Discuss consider and take appropriate action on approval of the final plat for the Mesa Vista Ranch Phase 1 subdivisior Pct 2

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Mesa Vista Ranch Phase 1 subdivision – Precinct 2.

Background

This is the first phase of the Mesa Vista Ranch development. It consists of 62 lots and 6,813 feet of new public roads. Roadway and drainage construction are not yet complete, but a performance bond in the amount of $240,000.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2018-12-21 – Initial submittal of final plat
2019-01-28 – 1st review complete with comments
2019-02-14 – 2nd submittal of final plat
2019-02-22 – 2nd review complete with comments
2019-03-08 – performance bond in the amount of $240,000.00 posted with the County to cover the cost of the remaining construction
2019-03-11 – 3rd submittal of final plat
2019-03-12 – 3rd review complete with comments
2019-03-14 – 4th submittal of final plat with all signatures
2019-03-14 – 4th review complete and all comments cleared
2019-03-14 – final plat place on March 19, 2019 Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

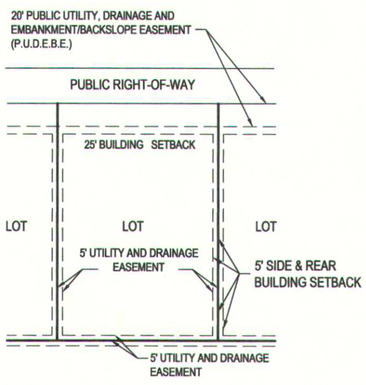
final plat - Mesa Vista Ranch, Phase 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 12:02 PM
Form Started By: Adam Boatright		Started On: 03/14/2019 11:40 AM
Final Approval Date: 03/14/2019		

NOTES:

1. ACREAGE OF SUBDIVISION = 150.06 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 0.42 AC/LOT.
2. LOTS IN THIS SUBDIVISION ARE ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0250E. EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
3. A DE-FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION [EXCEPT FOR BLOCK 1, LOTS 36-38]. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOOD PLAIN BOUNDARIES IN THIS AREA. [A FLOODPLAIN DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR BLOCK 1, LOTS 36-38 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT.]
4. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED VIA INDIVIDUAL PRIVATE, ON-SITE WELLS ON EACH LOT.
5. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
6. ELECTRIC SERVICE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
7. POSTAL SERVICE WILL BE PROVIDED BY CLUSTER BOXES ALONG VERBENA BLOSSOM BLUFF.
8. A TWENTY (20) FOOT PUBLIC UTILITY EMBANKMENT/BACKSLOPE AND DRAINAGE EASEMENT (P.U.D.E.B.E.) IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOME SITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
9. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
10. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
11. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED "QUICK, INC. RPLS #6447" PLASTIC CAP.
12. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
13. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
14. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
15. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
16. ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
17. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED ON ALL ROADS.
18. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
19. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY, THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
20. EVERY DEED WITHIN THIS SUBDIVISION SHALL CONTAIN NOTICE THAT ALL ROADS WITHIN THIS SUBDIVISION ARE PRIVATE. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS UNLESS THEY MEET THE COUNTY STANDARDS IN EFFECT ON THE DATE OF ACCEPTANCE.
21. THE OWNER SHALL CREATE A MANDATORY PROPERTY OWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROAD WITHIN THIS SUBDIVISION. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE, AND MEMBERSHIP IN THIS ASSOCIATION SHALL BE MANDATORY FOR ALL PROPERTY OWNERS.
22. THE ROADS WITHIN THIS SUBDIVISION SHALL BE MAINTAINED TO SUCH A STANDARD THAT WILL ALLOW EMERGENCY VEHICLES ACCESS FOR THE ROADWAY DESIGN SPEED IN PERPETUITY BY THE PROPERTY OWNERS ASSOCIATION.
23. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
24. DETENTION PONDS SHALL BE OWNED AND MAINTAINED BY THE HOA AS ESTABLISHED IN THE PUBLIC RECORDS BY DOCUMENT NUMBER 2019018134 and 2019018135.
25. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO COUNTY ROAD 201.
26. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY MATKINHOOVER ENGINEERING AND SURVEYING, PROJECT NO. 2899.00 DATED OCTOBER 19, 2018.



TYPICAL LOT EASEMENTS

N.T.S. (ESTABLISHED ON ALL LOTS)

ESPERANZA PETAL PASS:	1334 L.F.
DESIGN SPEED:	25MPH
LANTANA BUD TRIAL:	1847 L.F.
DESIGN SPEED:	35MPH
VERBENA BLOSSOM BLUFF:	1309 L.F.
DESIGN SPEED:	25MPH
RETAMA TREE TRACE:	2478 L.F.
DESIGN SPEED:	25MPH

FINAL PLAT
PHASE ONE
MESA VISTA RANCH

BEING A 156.070 ACRE TRACT OF LAND LOCATED IN THE E. LEIGHTLE SURVEY NO. 5, ABSTRACT NO. 382, AND THE IRVIN ADDISON SURVEY, ABSTRACT NO. 22, WILLIAMSON COUNTY, TEXAS, SAID 156.070 ACRE TRACT BEING A PORTION OF THAT CERTAIN 398.52 ACRE TRACT RECORDED IN DOCUMENT NO. 2017038953, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

NEW RESIDENTIAL LOTS: 63

I GARRETT D. KELLER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0250E. EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS, THIS 3rd DAY OF March, 2019.

GARRETT D. KELLER
REGISTERED PROFESSIONAL ENGINEER
NO. 111511 STATE OF TEXAS

STATE OF TEXAS — GARRETT D. KELLER — 111511 — LICENSED — PROFESSIONAL ENGINEER

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

I, TRAVIS QUICKSALL, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS, THIS 2nd DAY OF MARCH, 2019.

TRAVIS QUICKSALL
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6447 STATE OF TEXAS

STATE OF TEXAS — REGISTERED — TRAVIS L. QUICKSALL — 6447 — PROFESSIONAL LAND SURVEYOR

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT 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 PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

P.E. For
J. TERRON EVERTSON, P.E., D.R., C.F.M.
WILLIAMSON COUNTY ENGINEER

3/14/19
DATE

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

I, KENNY WARR, CO-OWNER AND AGENT FOR WARR-SWINBANK, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017038953 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS MESA VISTA.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 11th DAY OF MARCH, 2019.

WARR-SWINBANK, LLC
C/O KENNY WARR
950 ECHO LN, STE 357
HOUSTON, TX 77024

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

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED KENNY WARR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11 DAY OF March, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 6-23-2022

JANIE PATTILLO
Notary Public, State of Texas
Comm. Expires 06-23-2022
Notary ID 12563629-4

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 11th DAY OF March, 2019 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

I, _____, 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

_____
BILL GRAVELL, JR, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, __.M., AND DULY RECORDED THIS THE ____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, __.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

OWNER/DEVELOPER:
WARR-SWINBANK, LLC
C/O KENNY WARR
950 ECHO LN, STE 357
HOUSTON, TX 77024
OFF: (281) 330-9769
KENNY@GAGEANDCADECONSTRUCTION.COM

SURVEYOR:
QUICK INC.
C/O TRAVIS QUICKSALL, R.P.L.S
3303 SHELL RD, SUITE 4
GEORGETOWN, TEXAS 78628
(512) 915-4950

AGENT/PREPARER:
MATKIN HOOVER
ENGINEERING & SURVEYING
C/O GARRETT D. KELLER, P.E.
3303 SHELL RD SUITE 3
GEORGETOWN, TEXAS 78628
OFF: (512) 868-2244
FAX: (830) 249-0099
GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
3303 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244
TEXAS REGISTERED ENGINEERING FIRM F-004512 SURVEYING FIRM F-10024000

DATE: FEBRUARY 2019
JOB NO. - 2899.00

FINAL PLAT
PHASE ONE
MESA VISTA RANCH

BEING A 156.070 ACRE TRACT OF LAND LOCATED IN THE E. LEIGHTLE SURVEY NO. 5, ABSTRACT NO. 382, AND THE IRVIN ADDISON SURVEY, ABSTRACT NO. 22, WILLIAMSON COUNTY, TEXAS, SAID 156.070 ACRE TRACT BEING A PORTION OF THAT CERTAIN 398.52 ACRE TRACT RECORDED IN DOCUMENT NO. 2017038953, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

SITE DETAILS
PHASE ACREAGE = 156.070 ACRES
NET ACREAGE IN RIGHT-OF-WAY DEDICATIONS = 3.431 ACRES
NET ACREAGE OF RIGHT OF WAY = 10.427 ACRES
NET ACREAGE OF RESIDENTIAL LOTS = 142.212 ACRES
TOTAL NUMBER OF LOTS = 62

PLAT NOTES:
- ALL LOTS CONTAIN A MINIMUM OF 30 FEET OF FRONTAGE ALONG THE FRONT PROPERTY LINE.

PUBLIC UTILITY EASEMENT
- A 20' PUBLIC UTILITY EASEMENT IS SHOWN ON THE FRONT OF ALL LOTS ADJACENT TO THE PUBLIC RIGHT-OF-WAY. LOT 7, BLOCK 4, CONTAINS A 40' PUBLIC UTILITY EASEMENT.

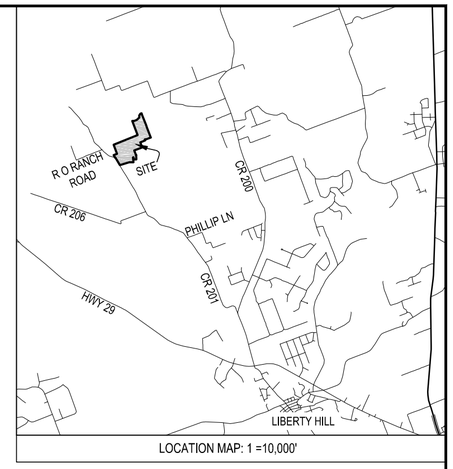
BUILDING SETBACK LINES (TYPICAL - ADDITIONAL SETBACKS MAY BE RECORDED IN THE SUBDIVISION RESTRICTIONS.)
- A 25' FRONT BUILDING SETBACK LINE EXISTS ON THE FRONT OF ALL LOTS ADJACENT TO THE PUBLIC RIGHT-OF-WAY.
- WATER WILL BE SERVED BY PRIVATE WATER WELLS.
- SEWER WILL BE SERVED BY ONSITE SEPTIC SYSTEMS.

NOTES:
1) FIELD WORK PERFORMED ON: SEPTEMBER 2017
2) BASIS OF BEARING: NAD 83, TEXAS CENTRAL ZONE, STATE PLANE
3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON, THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

FEMA FLOOD PLAIN - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0250E, EFFECTIVE DATE SEPTEMBER 26, 2008, PORTIONS OF THIS PROPERTY LIE IN ZONE A, WHICH IS DEFINED AS AREAS DETERMINED TO BE WITHIN THE 100 YEAR FLOOD PLAIN, THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE, THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

SCALE: 1"=400'
0 200' 400' 600' 800'

LEGEND
MATCH LINE



LOCATION MAP: 1 =10,000'

FIELD NOTES FOR A 156.070 ACRE TRACT OF LAND:

BEING A 156.070 ACRE TRACT OF LAND LOCATED IN THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, WILLIAMSON COUNTY, TEXAS, SAID 156.070 ACRE TRACT BEING A PORTION OF THAT CALLED 398.52 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2017038953, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 156.070 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 1/2" IRON ROD LOCATED AT AN EXTERIOR CORNER OF SAID 398.52 ACRE TRACT, SAID POINT BEING AN INTERIOR CORNER OF A CALLED 2.94 ACRE TRACT OF LAND, RECORDED IN DOCUMENT NO. 2012032523, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE WESTERNMOST NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAID POINT BEARS S 14° 42' 57" W, A DISTANCE OF 4570' FROM THE NORTHEAST CORNER OF THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, WILLIAMSON COUNTY, TEXAS;

THENCE, WITH THE BOUNDARY LINES OF SAID 398.52 ACRE TRACT, THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES:

1. **N 68° 22' 03" E**, A DISTANCE OF: **344.16'** (RECORD: N 68° 29' 52" E, 343.30'), TO A 1/2" IRON ROD LOCATED AT AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
2. **N 20° 58' 30" W**, A DISTANCE OF: **898.66'** (RECORD: N 20° 59' 20" W, 898.73'), TO A 1/2" IRON ROD LOCATED FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;
3. **N 68° 09' 10" E**, A DISTANCE OF: **2411.48'** (RECORD: N 68° 09' 27" E, 2411.46'), TO A 1/2" IRON ROD LOCATED FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
4. **N 21° 06' 18" W**, A DISTANCE OF: **1410.55'** (RECORD: N 21° 06' 01" W, 1410.55'), TO A CALCULATED POINT IN THE APPROXIMATE CENTER LINE OF BEAR CREEK FOR THE NORTHERNMOST NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;
5. **S 89° 33' 34" E**, A DISTANCE OF: **184.87'** (RECORD: S 89° 33' 17" E, 184.87'), TO A CALCULATED POINT IN THE APPROXIMATE CENTER LINE OF BEAR CREEK FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
6. **N 67° 00' 43" E**, A DISTANCE OF: **195.24'** (RECORD: N 67° 01' 00" E, 195.24'), TO A CALCULATED POINT IN THE APPROXIMATE CENTER LINE OF BEAR CREEK FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
7. **N 63° 23' 50" E**, A DISTANCE OF: **97.11'** (RECORD: N 63° 24' 07" E, 97.11'), TO A CALCULATED POINT IN THE APPROXIMATE CENTER LINE OF BEAR CREEK FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
8. **N 42° 18' 58" E**, A DISTANCE OF: **47.38'** (RECORD: N 42° 19' 15" E, 47.38'), TO A CALCULATED POINT IN THE APPROXIMATE CENTER LINE OF BEAR CREEK FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
9. **N 46° 02' 09" E**, A DISTANCE OF: **249.06'** (RECORD: N 46° 02' 26" E, 249.06'), TO A CALCULATED POINT IN THE APPROXIMATE CENTER LINE OF BEAR CREEK FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
10. **N 25° 02' 59" E**, A DISTANCE OF: **34.22'** (RECORD: N 25° 03' 16" E, 34.22'), TO A CALCULATED POINT IN THE APPROXIMATE CENTER LINE OF BEAR CREEK FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
11. **N 03° 57' 24" W**, A DISTANCE OF: **171.69'** (RECORD: N 03° 57' 07" E, 171.69'), TO A CALCULATED POINT IN THE APPROXIMATE CENTER LINE OF BEAR CREEK FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
12. **N 30° 14' 45" E**, A DISTANCE OF: **38.81'** (RECORD: N 30° 15' 02" E, 38.81'), TO A CALCULATED POINT IN THE APPROXIMATE CENTER LINE OF BEAR CREEK FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
13. **N 33° 20' 24" E**, A DISTANCE OF: **129.64'** (RECORD: N 33° 20' 41" E, 129.64'), TO A CALCULATED POINT IN THE APPROXIMATE CENTER LINE OF BEAR CREEK FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
14. **N 67° 17' 53" E**, A DISTANCE OF: **124.56'** (RECORD: N 67° 18' 10" E, 124.56'), TO A CALCULATED POINT IN THE APPROXIMATE CENTER LINE OF BEAR CREEK FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT,
15. **S 20° 55' 46" E**, A DISTANCE OF: **207.16'** (RECORD: S 21° 03' 11" E, 206.99'), TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT,
16. **S 21° 11' 03" E**, A DISTANCE OF: **981.90'** (RECORD: S 21° 09' 17" E, 982.09'), TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT,
17. **S 21° 10' 38" E**, A DISTANCE OF: **172.92'** (RECORD: S 21° 08' 42" E, 172.85'), TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT,
18. **S 20° 29' 11" E**, A DISTANCE OF: **941.45'** (RECORD: S 20° 29' 21" E, 941.54'), TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT,
19. **S 21° 43' 27" E**, A DISTANCE OF: **117.23'** (RECORD: S 21° 43' 17" E), TO A 1/2" IRON ROD LOCATED FOR THE EASTERNMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT,

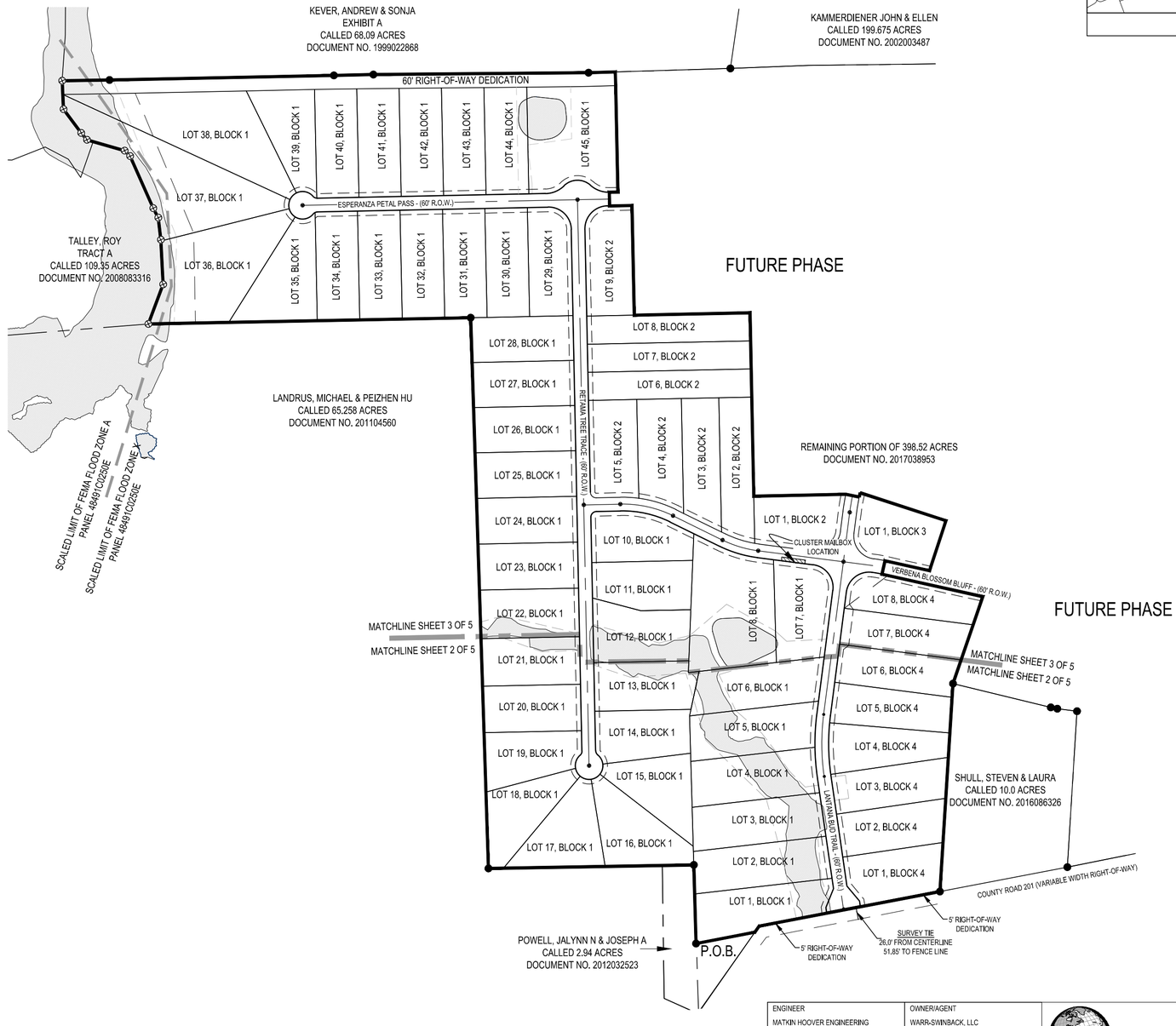
THENCE, CROSSING SAID 156.070 ACRE TRACT, THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES:

20. **S 68° 16' 33" W**, A DISTANCE OF: **59.63'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
21. **S 68° 49' 52" W**, A DISTANCE OF: **466.22'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
22. **N 21° 10' 08" W**, A DISTANCE OF: **37.57'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
23. **S 68° 49' 52" W**, A DISTANCE OF: **60.00'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
24. **S 21° 10' 08" E**, A DISTANCE OF: **98.08'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
25. **S 68° 49' 52" W**, A DISTANCE OF: **480.00'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
26. **S 21° 10' 08" E**, A DISTANCE OF: **506.74'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
27. **S 68° 49' 52" W**, A DISTANCE OF: **802.77'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
28. **S 21° 10' 08" E**, A DISTANCE OF: **402.95'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
29. **S 08° 23' 23" E**, A DISTANCE OF: **60.00'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
30. WITH A CURVE TO THE RIGHT CONTAINING A RADIUS OF 970.00', A CENTRAL ANGLE OF 001°07'49", A CHORD BEARING **N 82° 10' 32" E** , A CHORD DISTANCE OF 19.14', AND A TOTAL CURVE LENGTH OF 19.14', TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
31. **S 01° 57' 13" E**, A DISTANCE OF: **394.76'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
32. **S 88° 12' 35" W**, A DISTANCE OF: **230.34'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
33. **N 07° 26' 26" W**, A DISTANCE OF: **199.66'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
34. **S 82° 33' 34" W**, A DISTANCE OF: **60.00'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;
35. **S 07° 26' 26" E**, A DISTANCE OF: **452.09'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
36. **S 88° 55' 12" W**, A DISTANCE OF: **402.48'**, TO A 1/2" IRON ROD LOCATED AT AN INTERIOR CORNER OF SAID 398.52 ACRE TRACT;
37. **THENCE,** WITH A SOUTHEAST LINE OF SAID 398.52 ACRE TRACT, **S 73° 36' 53" W**, AT 906.65' PASSING A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET AND CONTINUING A TOTAL DISTANCE OF: **911.81'** (RECORD: S 73° 38' 20" W, 911.70'), TO A 1/2" IRON ROD LOCATED IN THE NORTHEAST RIGHT-OF-WAY LINE OF COUNTY ROAD 201, SAID POINT BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHEAST RIGHT-OF-WAY LINE OF COUNTY ROAD 201, THE SOUTHWEST LINES OF SAID 398.52 ACRE TRACT, THE FOLLOWING TWO (2), COURSES AND DISTANCES:

38. **N 30° 50' 21" W**, A DISTANCE OF: **805.11'** (RECORD: N 30° 50' 39" W, 805.34'), TO A 1/2" IRON ROD WITH A BLUE "QUICK INC. RPLS 6447" PLASTIC CAP SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
39. **N 74° 49' 42" W**, A DISTANCE OF: **32.31'** (RECORD: N 74° 50' 00" W, 32.32'), TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
40. **THENCE,** WITH A SOUTHWEST LINE OF SAID 398.52 ACRE TRACT, **N 30° 55' 25" W,** A DISTANCE OF **262.34'** (RECORD: N 30° 42' 35" W, 262.63'), TO THE **POINT OF BEGINNING** CONTAINING **156.070 ACRES** OF LAND.

BASIS OF BEARING IS TEXAS STATE PLANE, CENTRAL ZONE, NAD83.



ENGINEER	OWNER/AGENT
MATKIN HOOVER ENGINEERING 8 SPENCER ROAD, SUITE 100 GEORGETOWN, TEXAS, 78006 830-249-0600	WARR-SWINBACK, LLC 950 ECHO LN. SUITE 357 HOUSTON, TEXAS, 77024 281-330-9769 KENNY@ GAGEANDCADECONSTRUCTION.COM

QUICK INC.
LAND SURVEYING
OFFICE: 3303 SHELL ROAD, SUITE 4, GEORGETOWN, TX, 78628
PHONE: 512-915-4950 FIRM NUMBER: 10194104

DATE: MARCH 2019
JOB NO. 17-2051
SHEET 1 OF 6
COVER PAGE

FINAL PLAT
PHASE ONE
MESA VISTA RANCH

SCALE: 1"=200'

0 100' 200' 300' 400'

LEGEND

SETBACKS, REFER TO SHEET 6 FOR DETAILS

PUDEBE, REFER TO SHEET 6 FOR DETAILS

MMFE = MINIMUM FINISHED FLOOR ELEVATIONS

VARIABLE WIDTH DRAINAGE EASEMENT, REFER TO SHEET 4 FOR DETAILS

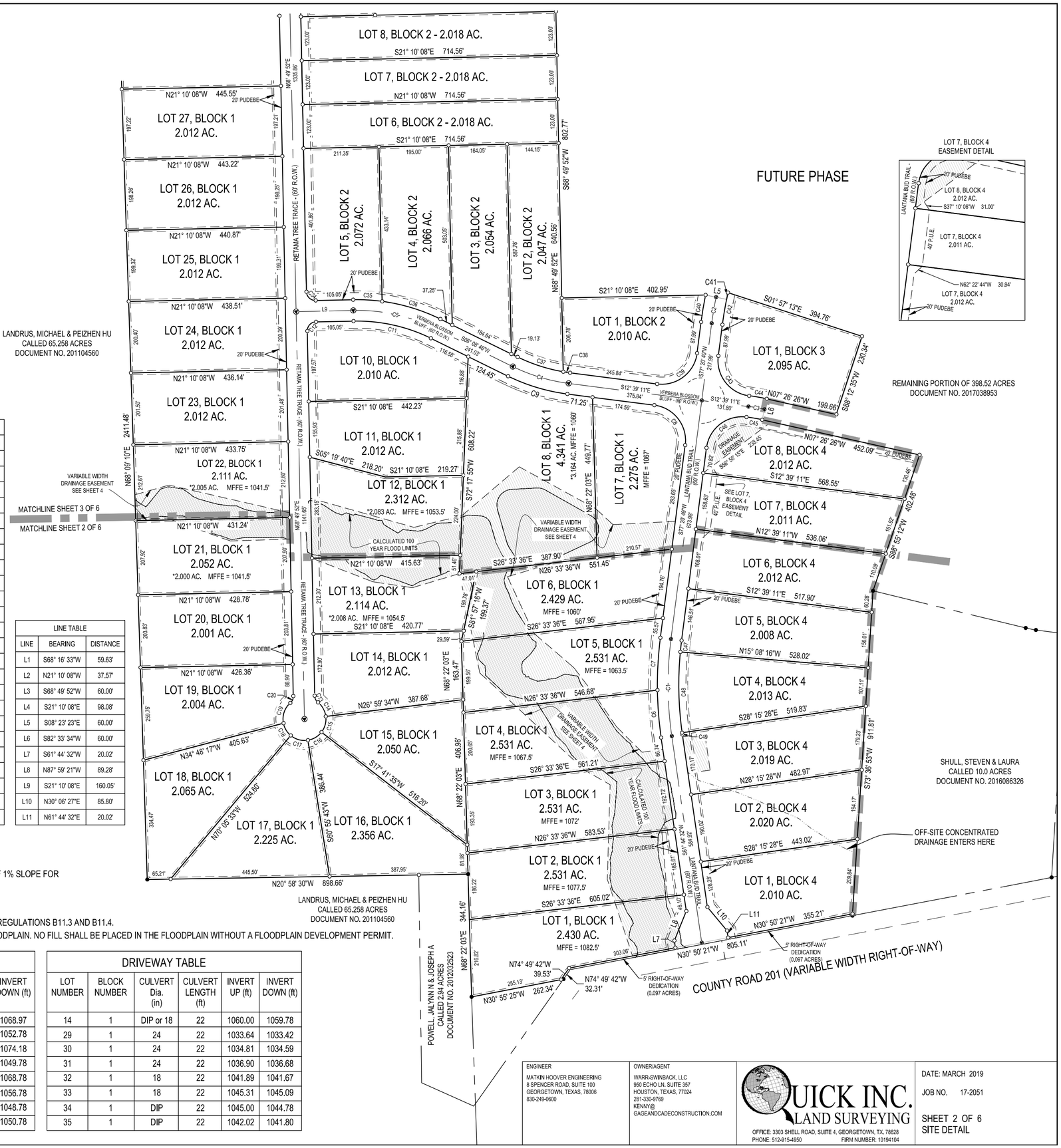
100-YR WATER SURFACE ELEVATION AS CALCULATED BY MATKIN HOOVER ENGINEERING STUDY SEALED ON OCTOBER, 19, 2018

NOTES:
1) *DENOTES APPROXIMATE ACREAGE OF LOT LOCATED OUTSIDE OF THE EXISTING WET WEATHER CREEK BANKS AS DEFINED BY THE WILLIAMSON COUNTY ENGINEERS OFFICE. APPROXIMATE CREEK BANK LOCATION BASED ON ENGINEERING ANALYSIS COMPLETED BY MATKIN HOOVER ENGINEERING STAFF. MEASUREMENTS DO NOT CONSTITUTE A LEGAL BOUNDARY.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	1000.00'	272.35'	15°36'17"	S69° 32' 40"W	271.51'
C2	1000.00'	74.41'	4°15'49"	S79° 28' 43"W	74.40'
C3	500.00'	45.49'	5°12'45"	N10° 02' 49"W	45.47'
C4	500.00'	164.05'	18°47'57"	S03° 15' 13"E	163.32'
C5	500.00'	238.37'	27°18'54"	S07° 30' 41"E	236.12'
C6	1030.00'	133.36'	7°25'07"	N65° 27' 05"E	133.27'
C7	1030.00'	147.16'	8°11'10"	N73° 15' 14"E	147.04'
C8	100.00'	157.08'	90°00'00"	N32° 20' 49"E	141.42'
C9	530.00'	173.90'	18°47'57"	N03° 15' 13"W	173.12'
C11	470.00'	224.07'	27°18'54"	N07° 30' 41"W	221.95'
C12	25.00'	39.27'	90°00'00"	N66° 10' 08"W	35.36'
C13	25.00'	21.68'	49°40'47"	S43° 59' 28"W	21.00'
C14	60.00'	45.93'	43°51'21"	S41° 04' 45"W	44.81'
C15	60.00'	46.80'	44°41'09"	S85° 21' 01"W	45.62'
C16	60.00'	45.28'	43°14'08"	N50° 41' 21"W	44.21'
C17	60.00'	51.29'	48°58'44"	N04° 34' 55"W	49.74'
C18	60.00'	40.78'	38°56'33"	S39° 22' 44"W	40.00'
C19	60.00'	62.48'	59°39'39"	N88° 40' 50"E	59.69'
C20	25.00'	21.68'	49°40'47"	S86° 19' 44"E	21.00'
C21	100.00'	157.08'	90°00'00"	N23° 49' 52"E	141.42'
C22	25.00'	10.84'	24°50'24"	S33° 35' 20"E	10.75'
C23	60.00'	87.00'	83°04'47"	S29° 18' 32"E	79.58'
C24	60.00'	45.71'	43°39'10"	N34° 03' 26"E	44.62'
C25	60.00'	40.78'	38°56'33"	N75° 21' 17"E	40.00'
C26	60.00'	40.85'	39°00'38"	S65° 40' 07"E	40.07'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C27	60.00'	78.20'	74°40'27"	S08° 49' 34"E	72.78'
C28	25.00'	19.94'	45°42'03"	S05° 39' 38"W	19.42'
C29	120.00'	90.00'	42°58'13"	N42° 39' 15"W	87.90'
C30	85.00'	127.50'	85°56'26"	N21° 10' 08"W	115.88'
C31	120.00'	90.00'	42°58'13"	N00° 18' 58"E	87.90'
C33	100.00'	157.08'	90°00'00"	N66° 10' 08"W	141.42'
C34	25.00'	39.27'	90°00'00"	S23° 49' 52"W	35.36'
C35	530.00'	81.63'	8°49'27"	S16° 45' 24"E	81.55'
C36	530.00'	171.04'	18°29'26"	S03° 05' 58"E	170.30'
C37	470.00'	135.01'	16°27'30"	S02° 04' 59"E	134.54'
C38	470.00'	19.20'	2°20'27"	S11° 28' 58"E	19.20'
C39	100.00'	157.08'	90°00'00"	S57° 39' 11"E	141.42'
C40	1030.00'	76.64'	4°15'48"	N79° 28' 43"E	76.62'
C41	970.00'	19.14'	1°07'49"	N82° 10' 32"E	19.14'
C42	970.00'	91.31'	5°23'37"	S80° 02' 38"W	91.28'
C43	100.03'	158.88'	91°00'25"	S31° 50' 14"W	142.70'
C44	530.00'	48.22'	5°12'45"	S10° 02' 49"E	48.20'
C45	470.00'	42.76'	5°12'45"	N10° 02' 49"W	42.74'
C46	100.03'	158.88'	91°00'25"	N57° 08' 36"W	142.70'
C47	970.00'	32.06'	1°53'38"	N76° 24' 00"E	32.06'
C48	970.00'	226.89'	13°24'06"	N68° 45' 07"E	226.37'
C49	970.00'	5.23'	0°18'32"	N61° 53' 48"E	5.23'
C50	25.00'	10.84'	24°50'24"	S58° 25' 43"E	10.75'
C51	25.00'	1.74'	3°58'45"	N19° 10' 46"W	1.74'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S68° 16' 33"W	59.63'
L2	N21° 10' 08"W	37.57'
L3	S68° 49' 52"W	60.00'
L4	S21° 10' 08"E	98.08'
L5	S08° 23' 23"E	60.00'
L6	S82° 33' 34"W	60.00'
L7	S61° 44' 32"W	20.02'
L8	N87° 59' 21"W	89.28'
L9	S21° 10' 08"E	160.05'
L10	N30° 06' 27"E	85.80'
L11	N61° 44' 32"E	20.02'



NOTES:
1. CONTRACTOR SHALL PLACE THE DRIVEWAY CULVERT WITHIN THE EXISTING BAR DITCH FLOWLINE AND PROVIDE A MINIMUM OF 1% SLOPE FOR POSITIVE DRAINAGE AND A MINIMUM LENGTH OF 22 FEET PER WILLIAMSON COUNTY REQUIREMENTS.
2. EXACT DRIVEWAY LOCATION MAY AFFECT FINAL CULVERT INSTALLATION.
3. LOTS NOT LISTED ON THE DRIVEWAY CULVERT TABLE WILL UTILIZE A "DIP TYPE" DRIVEWAY.
4. DRIVEWAY CULVERTS WERE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS B11.3 AND B11.4.
5. DRIVEWAY ACCESS FOR LOT 1-4, BLOCK 1, SHALL BE BY MEANS OF A LOW WATER CROSSING THROUGH THE CALCULATED FLOODPLAIN. NO FILL SHALL BE PLACED IN THE FLOODPLAIN WITHOUT A FLOODPLAIN DEVELOPMENT PERMIT.

DRIVEWAY TABLE					
LOT NUMBER	BLOCK NUMBER	CULVERT Dia. (in)	CULVERT LENGTH (ft)	INVERT UP (ft)	INVERT DOWN (ft)
1	4	18	22	1077.66	1077.44
1	3	DIP or 18	22	1081.11	1080.89
2	4	18	22	1073.00	1072.78
3	4	18	22	1068.54	1068.32
4	4	24	22	1068.68	1068.46
5	4	18	22	1073.24	1073.02
6	4	18	22	1072.71	1072.49
6	2	18	22	1056.00	1055.78

DRIVEWAY TABLE					
LOT NUMBER	BLOCK NUMBER	CULVERT Dia. (in)	CULVERT LENGTH (ft)	INVERT UP (ft)	INVERT DOWN (ft)
7	4	18	22	1069.19	1068.97
7	2	18	22	1053.00	1052.78
8	4	18	22	1074.40	1074.18
8	2	18	22	1050.00	1049.78
10	1	18	22	1069.00	1068.78
11	1	18	22	1057.00	1056.78
12	1	18	22	1049.00	1048.78
13	1	18	22	1051.00	1050.78

DRIVEWAY TABLE					
LOT NUMBER	BLOCK NUMBER	CULVERT Dia. (in)	CULVERT LENGTH (ft)	INVERT UP (ft)	INVERT DOWN (ft)
14	1	DIP or 18	22	1060.00	1059.78
29	1	24	22	1033.64	1033.42
30	1	24	22	1034.81	1034.59
31	1	24	22	1036.90	1036.68
32	1	18	22	1041.89	1041.67
33	1	18	22	1045.31	1045.09
34	1	DIP	22	1045.00	1044.78
35	1	DIP	22	1042.02	1041.80

ENGINEER	OWNER/AGENT		
MATKIN HOOVER ENGINEERING 8 SPENCER ROAD, SUITE 100 GEORGETOWN, TEXAS, 78006 830-249-0600	WARR-SWINBACK, LLC 950 ECHO LN. SUITE 357 HOUSTON, TEXAS, 77024 281-330-9769 KENNY@GAGEANDCADECONSTRUCTION.COM	QUICK INC. LAND SURVEYING OFFICE: 3303 SHELL ROAD, SUITE 4, GEORGETOWN, TX, 78628 PHONE: 512-915-4950 FIRM NUMBER: 10194104	DATE: MARCH 2019 JOB NO. 17-2051 SHEET 2 OF 6 SITE DETAIL

FINAL PLAT
PHASE ONE
MESA VISTA RANCH

KEVER, ANDREW & SONJA
EXHIBIT A
CALLED 68.09 ACRES
DOCUMENT NO. 1999022868

TEMPORARY BENCHMARK 6402
NORTHING: 10239788.53
EASTING: 3040751.15
ELEVATION: 1042.05
DESCRIPTION: 1/2" IRON ROD WITH AN ORANGE "CONTROL POINT" CAP

SCALE: 1"=200'
0 100' 200' 300' 400'

LEGEND

SETBACKS, REFER TO SHEET 6 FOR DETAILS

PUDEBE, REFER TO SHEET 6 FOR DETAILS

MMFE = MINIMUM FINISHED FLOOR ELEVATIONS

VARIABLE WIDTH DRAINAGE EASEMENT, REFER TO SHEET 4 FOR DETAILS

100-YR WATER SURFACE ELEVATION AS CALCULATED BY MATKIN HOOVER ENGINEERING STUDY SEALED ON OCTOBER, 19, 2018

NOTES:
1) *DENOTES APPROXIMATE ACREAGE OF LOT LOCATED OUTSIDE OF THE EXISTING WET WEATHER CREEK BANKS AS DEFINED BY THE WILLIAMSON COUNTY ENGINEERS OFFICE. APPROXIMATE CREEK BANK LOCATION BASED ON ENGINEERING ANALYSIS COMPLETED BY MATKIN HOOVER ENGINEERING STAFF. MEASUREMENTS DO NOT CONSTITUTE A LEGAL BOUNDARY.

FUTURE PHASE

TALLEY, ROY
TRACT A
CALLED 109.35 ACRES
DOCUMENT NO. 2008083316

LANDRUS, MICHAEL & PEIZHEN HU
CALLED 65.258 ACRES
DOCUMENT NO. 201104560

REMAINING PORTION OF 398.52 ACRES
DOCUMENT NO. 2017038953

FUTURE PHASE

MATCHLINE SHEET 3 OF 6
MATCHLINE SHEET 2 OF 6

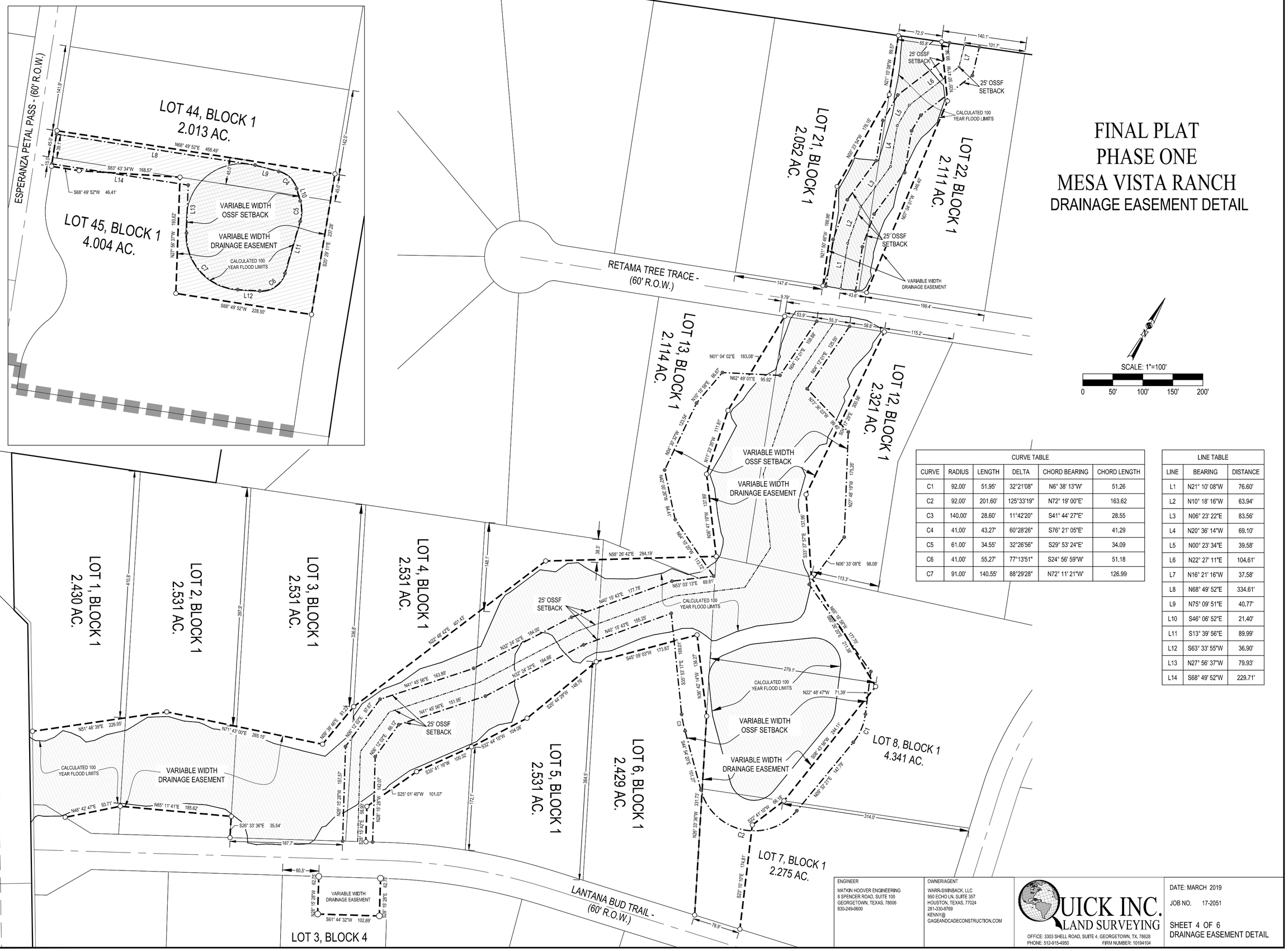
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	1000.00'	272.35'	15°36'17"	S69° 32' 40"W	271.51'
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C3	500.00'	45.49'	5°12'45"	N10° 02' 49"W	45.47'
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C6	1030.00'	133.36'	7°25'07"	N65° 27' 05"E	133.27'
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C8	100.00'	157.08'	90°00'00"	N32° 20' 49"E	141.42'
C9	530.00'	173.90'	18°47'57"	N03° 15' 13"W	173.12'
C11	470.00'	224.07'	27°18'54"	N07° 30' 41"W	221.95'
C12	25.00'	39.27'	90°00'00"	N66° 10' 08"W	35.36'
C13	25.00'	21.68'	49°40'47"	S43° 59' 28"W	21.00'
C14	60.00'	45.93'	43°51'21"	S41° 04' 45"W	44.81'
C15	60.00'	46.80'	44°41'09"	S85° 21' 01"W	45.62'
C16	60.00'	45.28'	43°14'08"	N50° 41' 21"W	44.21'
C17	60.00'	51.29'	48°58'44"	N04° 34' 55"W	49.74'
C18	60.00'	40.78'	38°56'33"	S39° 22' 44"W	40.00'
C19	60.00'	62.48'	59°39'39"	N88° 40' 50"E	59.69'
C20	25.00'	21.68'	49°40'47"	S86° 19' 44"E	21.00'
C21	100.00'	157.08'	90°00'00"	N23° 49' 52"E	141.42'
C22	25.00'	10.84'	24°50'24"	S33° 35' 20"E	10.75'
C23	60.00'	87.00'	83°04'47"	S29° 18' 32"E	79.58'
C24	60.00'	45.71'	43°39'10"	N34° 03' 26"E	44.62'
C25	60.00'	40.78'	38°56'33"	N75° 21' 17"E	40.00'
C26	60.00'	40.85'	39°00'38"	S65° 40' 07"E	40.07'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C27	60.00'	78.20'	74°40'27"	S08° 49' 34"E	72.78'
C28	25.00'	19.94'	45°42'03"	S05° 39' 38"W	19.42'
C29	120.00'	90.00'	42°58'13"	N42° 39' 15"W	87.90'
C30	85.00'	127.50'	85°56'26"	N21° 10' 08"W	115.88'
C31	120.00'	90.00'	42°58'13"	N00° 18' 58"E	87.90'
C33	100.00'	157.08'	90°00'00"	N66° 10' 08"W	141.42'
C34	25.00'	39.27'	90°00'00"	S23° 49' 52"W	35.36'
C35	530.00'	81.63'	8°49'27"	S16° 45' 24"E	81.55'
C36	530.00'	171.04'	18°29'26"	S03° 05' 58"E	170.30'
C37	470.00'	135.01'	16°27'30"	S02° 04' 59"E	134.54'
C38	470.00'	19.20'	2°20'27"	S11° 28' 58"E	19.20'
C39	100.00'	157.08'	90°00'00"	S57° 39' 11"E	141.42'
C40	1030.00'	76.64'	4°15'48"	N79° 28' 43"E	76.62'
C41	970.00'	19.14'	1°07'49"	N82° 10' 32"E	19.14'
C42	970.00'	91.31'	5°23'37"	S80° 02' 38"W	91.28'
C43	100.03'	158.88'	91°00'25"	S31° 50' 14"W	142.70'
C44	530.00'	48.22'	5°12'45"	S10° 02' 49"E	48.20'
C45	470.00'	42.76'	5°12'45"	N10° 02' 49"W	42.74'
C46	100.03'	158.88'	91°00'25"	N57° 08' 36"W	142.70'
C47	970.00'	32.06'	1°53'38"	N76° 24' 00"E	32.06'
C48	970.00'	226.89'	13°24'06"	N68° 45' 07"E	226.37'
C49	970.00'	5.23'	0°18'32"	N61° 53' 48"E	5.23'
C50	25.00'	10.84'	24°50'24"	S58° 25' 43"E	10.75'
C51	25.00'	1.74'	3°58'45"	N19° 10' 46"W	1.74'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S68° 16' 33"W	59.63'
L2	N21° 10' 08"W	37.57'
L3	S68° 49' 52"W	60.00'
L4	S21° 10' 08"E	98.08'
L5	S08° 23' 23"E	60.00'
L6	S82° 33' 34"W	60.00'
L7	S61° 44' 32"W	20.02'
L8	N87° 59' 21"W	89.28'
L9	S21° 10' 08"E	160.05'
L10	N30° 06' 27"E	85.80'
L11	N61° 44' 32"E	20.02'

ENGINEER MATKIN HOOVER ENGINEERING 8 SPENCER ROAD, SUITE 100 GEORGETOWN, TEXAS, 78006 830-249-0600	OWNER/AGENT WARR-SWINBACK, LLC 950 ECHO LN, SUITE 357 HOUSTON, TEXAS, 77024 281-330-9769 KENNY@ GAGEANDCADECONSTRUCTION.COM	QUICK INC. LAND SURVEYING OFFICE: 3303 SHELL ROAD, SUITE 4, GEORGETOWN, TX. 78628 PHONE: 512-915-4950 FIRM NUMBER: 10194104	DATE: MARCH 2019 JOB NO. 17-2051 SHEET 3 OF 6 SITE DETAIL

FINAL PLAT
PHASE ONE
MESA VISTA RANCH
DRAINAGE EASEMENT DETAIL



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	92.00'	51.95'	32°21'08"	N6° 38' 13"W	51.26
C2	92.00'	201.60'	125°33'19"	N72° 19' 00"E	163.62
C3	140.00'	28.60'	11°42'20"	S41° 44' 27"E	28.55
C4	41.00'	43.27'	60°28'26"	S76° 21' 05"E	41.29
C5	61.00'	34.55'	32°26'56"	S29° 53' 24"E	34.09
C6	41.00'	55.27'	77°13'51"	S24° 56' 59"W	51.18
C7	91.00'	140.55'	88°29'28"	N72° 11' 21"W	126.99

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21° 10' 08"W	76.60'
L2	N10° 18' 16"W	63.94'
L3	N06° 23' 22"E	83.56'
L4	N20° 36' 14"W	69.10'
L5	N00° 23' 34"E	39.58'
L6	N22° 27' 11"E	104.61'
L7	N16° 21' 16"W	37.58'
L8	N68° 49' 52"E	334.61'
L9	N75° 09' 51"E	40.77'
L10	S46° 06' 52"E	21.40'
L11	S13° 39' 56"E	89.99'
L12	S63° 33' 55"W	36.90'
L13	N27° 56' 37"W	79.93'
L14	S68° 49' 52"W	229.71'

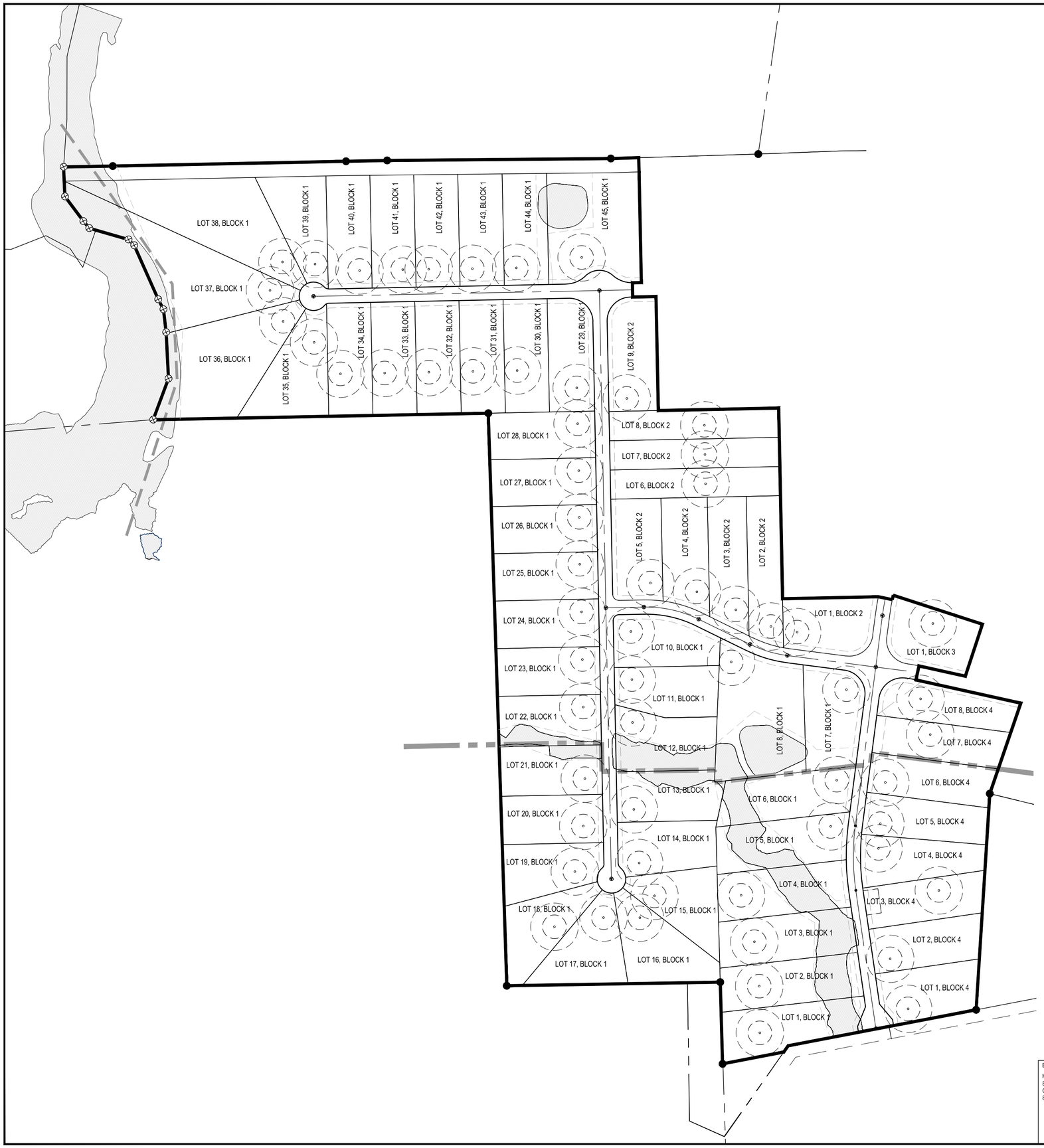
ENGINEER	OWNER/AGENT
MATKIN HOOVER ENGINEERING 8 SPENCER ROAD, SUITE 100 GEORGETOWN, TEXAS, 78006 830-249-0600	WARR-SWINBACK, LLC 950 ECHO LN. SUITE 357 HOUSTON, TEXAS, 77024 281-330-9769 KENNY@ GAGEANDCADECONSTRUCTION.COM

QUICK INC.
LAND SURVEYING
OFFICE: 3303 SHELL ROAD, SUITE 4, GEORGETOWN, TX. 78628
PHONE: 512-915-4950 FIRM NUMBER: 10194104

DATE: MARCH 2019

JOB NO. 17-2051

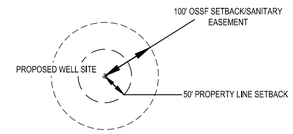
FINAL PLAT
PHASE ONE
MESA VISTA RANCH
WELL AND OSSF SETBACK DETAIL



SCALE: 1"=300'

0 150' 300' 450' 600'

WELL LOCATION
SETBACK DETAIL



NOTE: THE LOCATIONS SHOWN HEREON ARE FOR CONCEPTUAL PURPOSES ONLY. ALL WELL LOCATIONS MUST BE APPROVED BY THE PROPER AUTHORITY PRIOR TO BEING CONSTRUCTED.

ENGINEER
MATKIN HOOVER ENGINEERING
8 SPENCER ROAD, SUITE 100
GEORGETOWN, TEXAS, 78006
830-249-0600

OWNER/AGENT
WARR-SWINBACK, LLC
950 ECHO LN, SUITE 357
HOUSTON, TEXAS, 77024
281-330-9769
KENNY@
CAGEANDCADECONSTRUCTION.COM

QUICK INC.
LAND SURVEYING
OFFICE: 3303 SHELL ROAD, SUITE 4, GEORGETOWN, TX, 78628
PHONE: 512-915-4950 FIRM NUMBER: 10194104

DATE: MARCH 2019

JOB NO. 17-2051

Commissioners Court - Regular Session **39.**

Meeting Date: 03/19/2019

Ag Day Proclamation

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on proclaming March 19, 2019 as Agriculture Day in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Agriculture Day

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/13/2019 10:03 AM
Form Started By: Rachel Rull		Started On: 03/13/2019 09:25 AM
Final Approval Date: 03/13/2019		

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 19th day of March 2019, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Russ Boles, Commissioner, Precinct Four

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

PROCLAMATION

WHEREAS, the foundation of Williamson County agriculture and farm production occurs on over 1,500 farms and over 312,215 acres of farmland in the county; and

WHEREAS, agriculture is at the core of our county's economy, generating over $124.2 million in farm income annually; and

WHEREAS, our county farm families are stewards of the land contributing to the health, beauty, productivity and quality of our county's water, soil and wildlife resources; and

WHEREAS, the stewardship of America's farmers and ranchers ensures a sustainable resource base for future generations; and

WHEREAS, American farmers and ranchers uphold the rural character of the Nation as they provide the most abundant and most affordable food and fiber supply in the world; and

WHEREAS, American agriculture builds on centuries of progress by constantly seeking advances in science, research, technology, production, and marketing to meet the demands of changing consumer needs and complex world markets; and

WHEREAS, a broad approach to agricultural education is vital to ensure that American agriculture continues to flourish; and

WHEREAS, the agricultural community engages tens of thousands of volunteers and organizations to help educate students about the importance of agriculture in modern-day America through agricultural literacy efforts;

WHEREAS, 2019 marks the 46th anniversary of National Agriculture Day observances in an effort to raise awareness of the positive contribution agriculture makes in providing necessary food, fuel and fiber of everyday life; now, therefore be it

PROCLAIMED, that the Williamson County Commissioner's Court recognizes March 19, 2019 as,

Agriculture Day

in Williamson County, Texas and appreciates the preeminent role that agriculture plays in the daily lives of every American and acknowledges the future progress and prosperity of the country's economy and is thankful for farmers and ranchers in Williamson County.

PROCLAIMED THIS 19th DAY OF MARCH 2019

_____
Bill Gravell, Jr
Williamson County Judge

Attest: _____
Nancy Rister
Williamson County Clerk

Commissioners Court - Regular Session **40.**

Meeting Date: 03/19/2019

Public Hearing

Submitted By: Tammy Fennell, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

1. The reason for the payment in excess of the budgeted amount is to provide for an increase position budget salary inline with the current pay chart. This increase to the position budget will be funded using excess salary funds in the current approved budget.
2. The excess amount is $3,144.35 which will be paid through the normal bi-weekly payroll.

See attached documentation for details of positions and departments

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Position Budget Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tammy Fennell	03/14/2019 10:51 AM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:03 AM
Form Started By: Tammy Fennell		Started On: 03/14/2019 10:44 AM
Final Approval Date: 03/14/2019		

Department	PCN	EE ID	Position Title	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
503: ITS	0967	n/a	IT Manager	$75,360.74	no change	$83,923.83	$80,885.25	$3,038.58		Reallocation of position funds from position number 0967 to accommodate increase to the budget for position 0090	03/22/19
503: ITS	0090	vacant	System Support Spec I	n/a	n/a	$42,848.18	$45,886.76		$3,038.58	Conversion: Title/grade Change to System Support Spec II (B.25) - changes within policy	03/22/19
210: Road &Bridge	1502	vacant	Planner IV	n/a	n/a	$89,263.72	$89,157.95	$105.77		Reallocation of position funds from position number 1502 to accommodate increase to the budget for position 1601	03/22/19
210: Road &Bridge	1601	vacant	Operator V	n/a	n/a	$45,780.99	$45,886.76		$105.77	Correction to budgeted salary: increase to minimum of the grade, underfunded during budget process	03/22/19

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **41.**

Meeting Date: 03/19/2019

Position Budget Salary Increase

Submitted By: Tammy Fennell, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Position Budget Changes

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:05 AM
Form Started By: Tammy Fennell		Started On: 03/14/2019 10:49 AM
Final Approval Date: 03/14/2019		

Department	PCN	EE ID	Position Title	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
503: ITS	0967	n/a	IT Manager	$75,360.74	no change	$83,923.83	$80,885.25	$3,038.58		Reallocation of position funds from position number 0967 to accommodate increase to the budget for position 0090	03/22/19
503: ITS	0090	vacant	System Support Spec I	n/a	n/a	$42,848.18	$45,886.76		$3,038.58	Conversion: Title/grade Change to System Support Spec II (B.25) - changes within policy	03/22/19
210: Road &Bridge	1502	vacant	Planner IV	n/a	n/a	$89,263.72	$89,157.95	$105.77		Reallocation of position funds from position number 1502 to accommodate increase to the budget for position 1601	03/22/19
210: Road &Bridge	1601	vacant	Operator V	n/a	n/a	$45,780.99	$45,886.76		$105.77	Correction to budgeted salary: increase to minimum of the grade, underfunded during budget process	03/22/19

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **42.**

Meeting Date: 03/19/2019

Resolution in support of the spirit of the Open Meetings Act

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a resolution recommitting the Williamson County Commissioners Court to upholding the spirit of the Open Meetings Act.

Background

In February 2019, the Texas Court of Criminal Appeals struck down a significant provision in the Open Meetings Act, calling it "unconstitutionally vague." That provision aims to keep public officials from convening smaller meetings — without an official quorum present — to discuss public business outside the view of the taxpayers and the media.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution recommitting Commissioners Court to the spirit of the Open Meetings Act

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Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 09:20 AM
Form Started By: Garry Brown		Started On: 03/14/2019 08:36 AM
Final Approval Date: 03/14/2019		

Resolution

Whereas, for decades, the Open Meetings Act has required that elected officials discuss most business and policy in a public setting, allowing taxpayers and citizens to monitor their deliberations and decisions; and

Whereas, a recent decision by the Texas Court of Criminal Appeals struck down a key part of the Open Meetings Act, one of the guiding principles of government “of the people, by the people, and for the people”; and

Whereas, the Williamson County Commissioners Court believes that public deliberations and decisions are essential to open governance and that Texans deserve a government where issues are discussed openly and where public input is not only invited, but accepted as well; and

Whereas, it has been a practice of members of this governmental body to avoid private quorum discussions or deliberations about items under consideration and it is our intention to continue that practice regardless of this court finding; and

Whereas, we, the members of the Williamson County Commissioners Court are committed to abiding by both the letter and the spirit of the Open Meetings Act and that we do not waiver in our commitment to transparency in decision making;

Now therefore be it resolved, that the Williamson County Commissioners Court does hereby recommit us to continuation of open governance, public discussions and deliberations, and open communications in conducting the business of and setting policy for Williamson County; and

Be it further resolved, that we recommit to avoidance of knowingly engaging in one or more of a series of discussions or deliberations among multiple Court Members privately that if taken together would circumvent the spirit of the Open Meetings Act.

Signed on this date: _____

_____

Bill Gravell, County Judge

_____ _____

Terry Cook, Commissioner Precinct 1 Valerie Covey, Commissioner Precinct 3

_____ _____

Cynthia Long, Commissioner Precinct 2 Russ Boles, Commissioner Precinct 4

Commissioners Court - Regular Session **43.**

Meeting Date: 03/19/2019

Resolution in favor of HJR 30 and SJR 10

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a resolution expressing Williamson County Commissioners Court's opposition to unfunded mandates from state government and encourage the county's legislative delegation to not only lead the fight against these mandates but to also support a state constitutional amendment that expressly prohibits unfunded mandates.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution in opposition to unfunded mandates

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 09:18 AM
Form Started By: Garry Brown		Started On: 03/14/2019 08:29 AM
Final Approval Date: 03/14/2019		

Resolution

Whereas, Texas counties are responsible for the operation and management of many and various governmental programs as required or authorized by state law; and

Whereas, some county government programs are fully or partially supported with funds disbursed by the State of Texas pursuant to the state appropriations process; and

Whereas, the State of Texas, acting through the Texas Legislature or through a state agency or executive order, may enact laws or promulgate rules that have the effect of imposing mandatory financial obligations upon Texas counties; and

Whereas, the State of Texas, through the Texas Legislature or through a state agency or executive order, mandates that counties implement certain governmental programs or perform certain duties and obligations including financial commitments by a county to expend county funds in connection therewith; and

Whereas, during each regular session of the Texas Legislature, all state funds that support county programs are reviewed through the state appropriation process and by other state budgetary review systems; and

Whereas, the aforementioned review process may result in a reduction, or cessation, of state financial support of county government programs causing an unforeseeable disruption and reduction of the county budget and operations; and

Whereas, Texas counties cannot achieve reliable financial planning and the necessary bond ratings sufficient to support county-related obligations when the state mandates a new program that is not fully funded or under conditions where the state reduces or fully withdraws prior funding and disbursement for county government programs; and

Whereas, the Williamson County Auditor's Office has calculated that county taxpayers were responsible for a net amount of just over $87M in 2018 due to unfunded mandates from the State of Texas, as defined by the Texas Association of Counties; and

Whereas, based on an approximate county population of 600,000, this amount comes to almost $150 for every man, woman, and child living in Williamson County; and

Now therefore be it resolved, that the Williamson County Commissioners Court believes it is in the best interest of Texas counties and their taxpayers to support and favor the passage of HJR 30 and SJR 10, an amendment to the Constitution of the State of Texas that would expressly prohibit the imposition of a mandatory governmental program on Texas counties, whether by an act of the Texas Legislature or a state agency or by executive order, unless the State of Texas has fully funded and disbursed all necessary funds to enable Texas counties to operate said governmental program; and

Be it further resolved, that this Commissioners Court ask the Williamson County legislative delegation support and work for the passage of HJR 30 and SJR 10.

Signed on this date: _____

_____

Bill Gravell, County Judge

_____ _____

Terry Cook, Commissioner Precinct 1 Valerie Covey, Commissioner Precinct 3

_____ _____

Cynthia Long, Commissioner Precinct 2 Russ Boles, Commissioner Precinct 4

Commissioners Court - Regular Session **44.**

Meeting Date: 03/19/2019

Mental Health Beds and Services

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear update and presentation on Emergency Observation Unit (EOU), contracted psychiatric beds at Georgetown Behavioral Health Institute and resources provided by Local Mental Health Authority, Bluebonnet Trails Community Services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EOU Bed Data

MH Crisis Bed Update

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 09:59 AM
Commissioner Pct. 2 (Originator)	Kathy Pierce	03/14/2019 11:48 AM
Form Started By: Kathy Pierce		Started On: 03/13/2019 10:07 AM
Final Approval Date: 03/14/2019		

Georgetown Behavioral Health
Wilco Bed Utilization
By Day of the Week

	WEDS	THUR	FRI	SAT	SUN	MON	TUES	WEDS	THUR	FRI	SAT	SUN	MON	TUES	WEDS	THUR	FRI	SAT	SUN	MON	TUES	WEDS	THUR	FRI	SAT	SUN	MON	TUES	WEDS	THUR	FRI	SAT	SUN	MON	TUES	WEDS	THUR	TOTAL	Capacity %
2018 Apr	Expanded capacity from 4 to 6 beds/day																																					Total Served	Bed Days possible
					4/1	4/2	4/3	4/4	4/5	4/6	4/7	4/8	4/9	4/10	4/11	4/12	4/13	4/14	4/15	4/16	4/17	4/18	4/19	4/20	4/21	4/22	4/23	4/24	4/25	4/26	4/27	4/28	4/29	4/30				39	180
					6	6	4	5	7	6	6	6	6	8	7	7	8	6	7	7	7	8	6	8	6	6	6	4	5	6	7	6	6	7				190	106%
2018 May	Continued capacity at 6 beds/day																																					Total Served	Bed Days possible
							5/1	5/2	5/3	5/4	5/5	5/6	5/7	5/8	5/9	5/10	5/11	5/12	5/13	5/14	5/15	5/16	5/17	5/18	5/19	5/20	5/21	5/22	5/23	5/24	5/25	5/26	5/27	5/28	5/29	5/30	5/31	30	186
							4	6	7	6	5	5	6	4	5	5	6	6	6	8	7	5	5	5	6	7	6	6	6	5	7	6	6	6	8	7	8	185	99%
2018 Jun	Expanded capacity from 6 to 8 beds/day																																					Total Served	Bed Days possible
			6/1	6/2	6/3	6/4	6/5	6/6	6/7	6/8	6/9	6/10	6/11	6/12	6/13	6/14	6/15	6/16	6/17	6/18	6/19	6/20	6/21	6/22	6/23	6/24	6/25	6/26	6/27	6/28	6/29	6/30						42	240
			5	3	5	6	6	10	7	7	8	7	8	7	9	8	8	6	6	7	7	9	7	6	6	8	10	9	8	4	4	2						203	85%
2018 Jul	Continued capacity at 8 beds/day																																					Total Served	Bed Days possible
					7/1	7/2	7/3	7/4	7/5	7/6	7/7	7/8	7/9	7/10	7/11	7/12	7/13	7/14	7/15	7/16	7/17	7/18	7/19	7/20	7/21	7/22	7/23	7/24	7/25	7/26	7/27	7/28	7/29	7/30	7/31			51	248
					3	7	9	8	12	8	8	8	11	8	8	9	6	4	6	11	9	8	11	9	9	8	9	7	9	8	9	7	6	10	8			253	102%
2018 Aug	Expanded capacity from 8 to 10 beds/day																																					Total Served	Bed Days possible
	8/1	8/2	8/3	8/4	8/5	8/6	8/7	8/8	8/9	8/10	8/11	8/12	8/13	8/14	8/15	8/16	8/17	8/18	8/19	8/20	8/21	8/22	8/23	8/24	8/25	8/26	8/27	8/28	8/29	8/30	8/31						47	310
	7	7	7	7	7	10	7	7	8	9	9	9	12	6	8	7	9	8	8	6	6	8	7	7	6	8	10	9	9	9	7						244	79%
2018 Sep	Expanded capacity from 10 to 12 beds/day																																					Total Served	Bed Days possible
				9/1	9/2	9/3	9/4	9/5	9/6	9/7	9/8	9/9	9/10	9/11	9/12	9/13	9/14	9/15	9/16	9/17	9/18	9/19	9/20	9/21	9/22	9/23	9/24	9/25	9/26	9/27	9/28	9/29	9/30						44	360
				10	10	10	11	6	8	7	5	5	7	5	6	8	10	8	8	9	4	8	9	10	9	9	10	9	9	10	11	11	10						252	70%
2018 Oct	Maximum Capacity 12 beds/day																																					Total Served	Bed Days possible
						10/1	10/2	10/3	10/4	10/5	10/6	10/7	10/8	10/9	10/10	10/11	10/12	10/13	10/14	10/15	10/16	10/17	10/18	10/19	10/20	10/21	10/22	10/23	10/24	10/25	10/26	10/27	10/28	10/29	10/30	10/31			55	372
						11	7	7	7	8	9	10	13	12	12	12	10	8	10	11	7	7	9	9	8	8	12	11	11	12	11	8	8	12	9	6			295	79%
2018 Nov	Maximum Capacity 12 beds/day																																					Total Served	Bed Days possible
		11/01	11/2	11/3	11/4	11/5	11/6	11/7	11/8	11/9	11/10	11/11	11/12	11/13	11/14	11/15	11/16	11/17	11/18	11/19	11/20	11/21	11/22	11/23	11/24	11/25	11/26	11/27	11/28	11/29	11/30						48	360
		8	5	6	9	11	9	8	6	3	1	2	3	6	8	7	7	7	8	10	13	13	10	10	10	10	12	12	11	13	14						252	70%
2018 Dec	Maximum Capacity 12 beds/day																																					Total Served	Bed Days possible
				12/1	12/2	12/3	12/4	12/5	12/6	12/7	12/8	12/9	12/10	12/11	12/12	12/13	12/14	12/15	12/16	12/17	12/18	12/19	12/20	12/21	12/22	12/23	12/24	12/25	12/26	12/27	12/28	12/29	12/30	12/31				52	372
				6	11	13	12	14	13	11	11	11	14	11	11	12	11	9	9	10	9	8	11	14	11	12	11	11	12	12	9	7	8	14				338	91%
																																						TOTAL	
2019 Jan	Maximum Capacity 12 beds/day																																					Total Served	Bed Days possible
							1/1	1/2	1/3	1/4	1/5	1/6	1/7	1/8	1/9	1/10	1/11	1/12	1/13	1/14	1/15	1/16	1/17	1/18	1/19	1/20	1/21	1/22	1/23	1/24	1/25	1/26	1/27	1/28	1/29	1/30	1/31	54	372
							10	11	12	12	10	11	12	12	11	12	11	10	10	10	11	8	10	7	7	8	9	13	11	10	11	10	10	12	13	10	8	322	87%
2019 Feb	Maximum Capacity 12 beds/day																																					Total Served	Bed Days possible
			2/1	2/2	2/3	2/4	2/5	2/6	2/7	2/8	2/9	2/10	2/11	2/12	2/13	2/14	2/15	2/16	2/17	2/18	2/19	2/20	2/21	2/22	2/23	2/24	2/25	2/26	2/27	2/28								39	336
			9	8	9	12	10	9	8	6	6	5	9	10	10	11	9	6	8	8	10	10	11	10	7	8	8	8	9	10								244	73%
																																						TOTAL	
	WEDS	THUR	FRI	SAT	SUN	MON	TUES	WEDS	THUR	FRI	SAT	SUN	MON	TUES	WEDS	THUR	FRI	SAT	SUN	MON	TUES	WEDS	THUR	FRI	SAT	SUN	MON	TUES	WEDS	THUR	FRI	SAT	SUN	MON	TUES	WEDS		SERVED	TOTAL
	7	15	26	40	60	86	79	80	83	71	68	68	89	77	84	86	84	68	76	87	79	84	86	88	78	84	94	86	89	89	79	47	44	49	25	13	8	2456	3336
																																						501	74%

Bluebonnet Trails Community Services

GEORGETOWN Behavioral Health Institute

Collaborating to Increase Access to Critical Care:

Expansion of Extended Observation Unit

March 19, 2019

Bluebonnet Trails Community Services

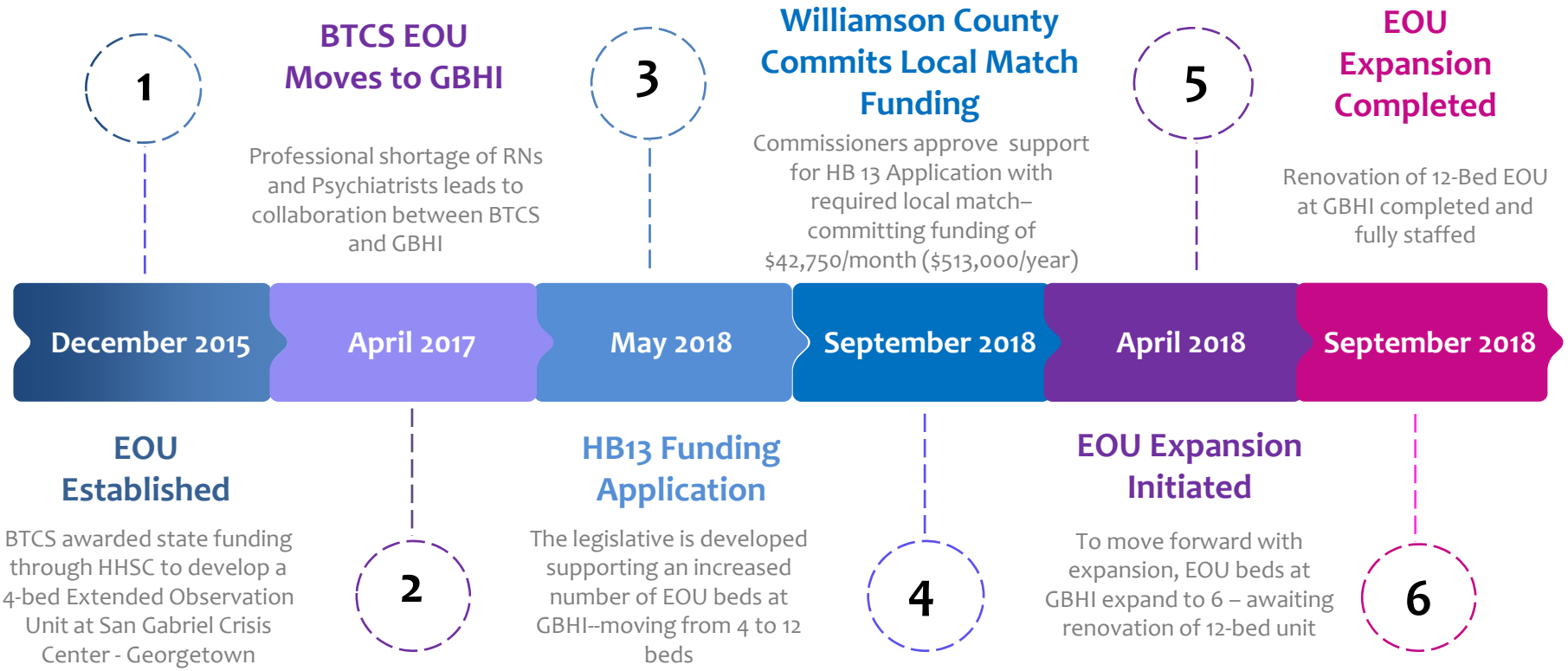
Continuum of Psychiatric Care

Goal: Early intervention to **avoid** and **divert** from more intensive levels of care



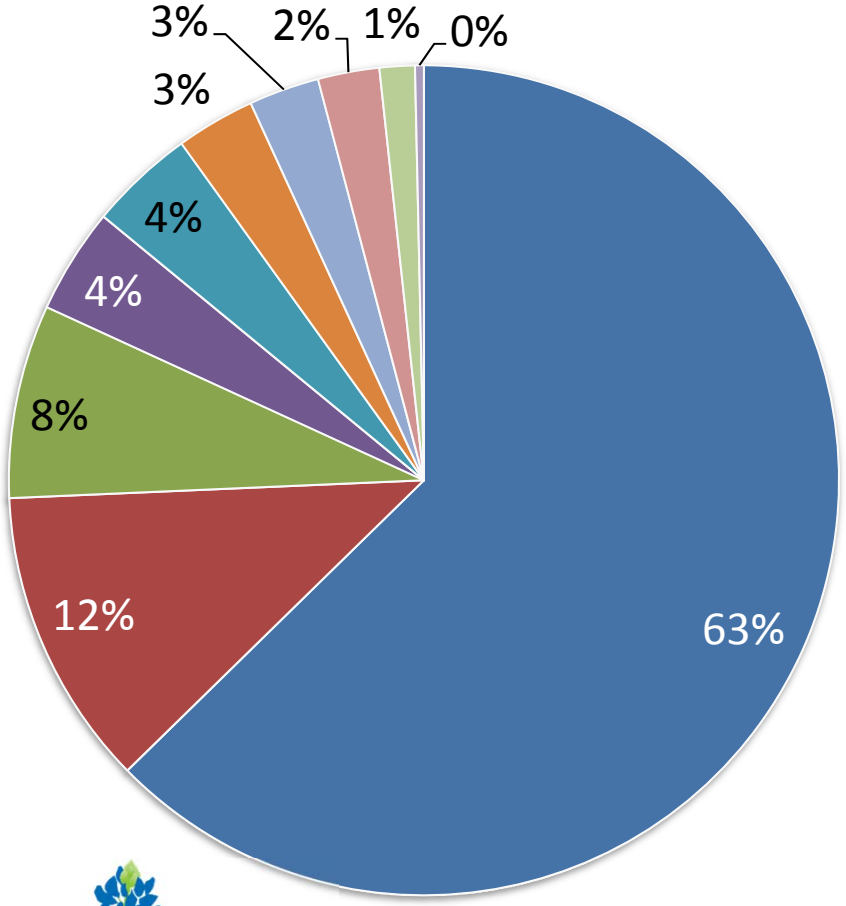
Goal: Successful recovery **stepping down** into lesser intensive levels of care

Extended Observation Unit – Collaboration



Note: Current funding agreement with Williamson County ends on September 30, 2019

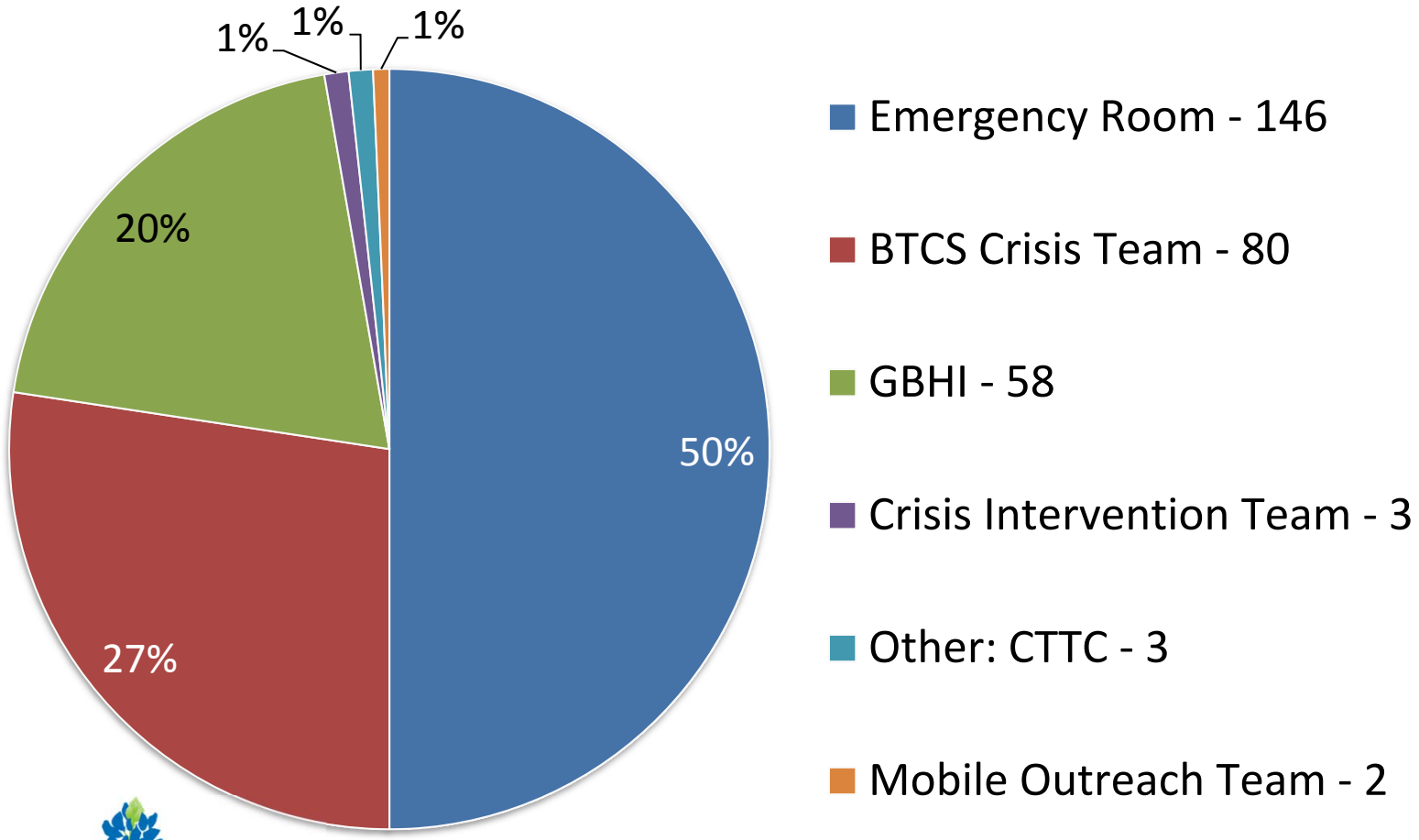
Extended Observation Unit: Admissions by County of Residence



- Williamson County - 183
- Bastrop County - 34
- Burnet County - 22
- Travis County - 12
- Other Counties - 12
- Lee County - 9
- Fayette County - 8
- Gonzales County - 7
- Guadalupe County - 4
- Caldwell County - 1

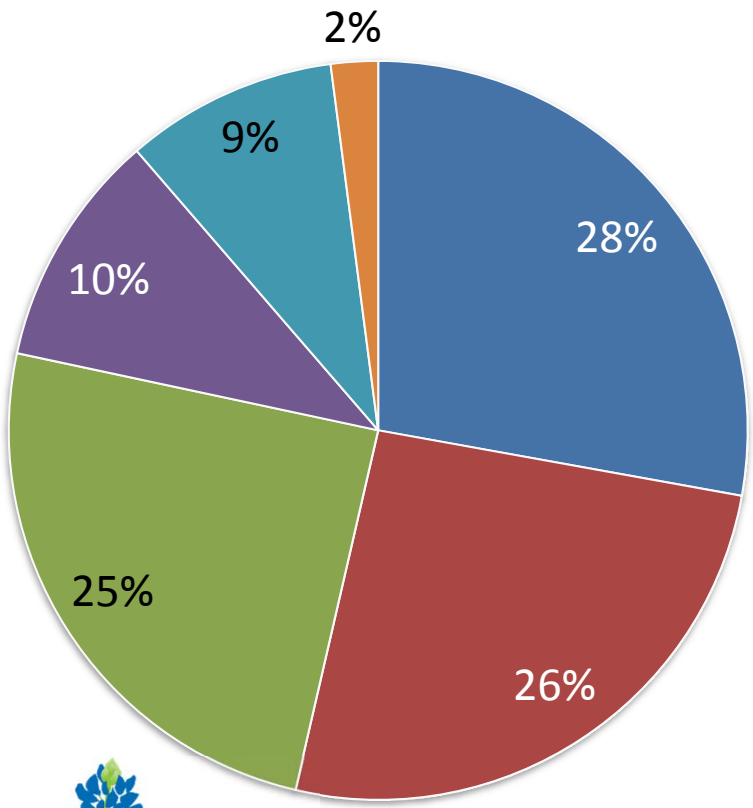
Bluebonnet Trails Community Services

Extended Observation Unit: Referral Source



Bluebonnet Trails Community Services

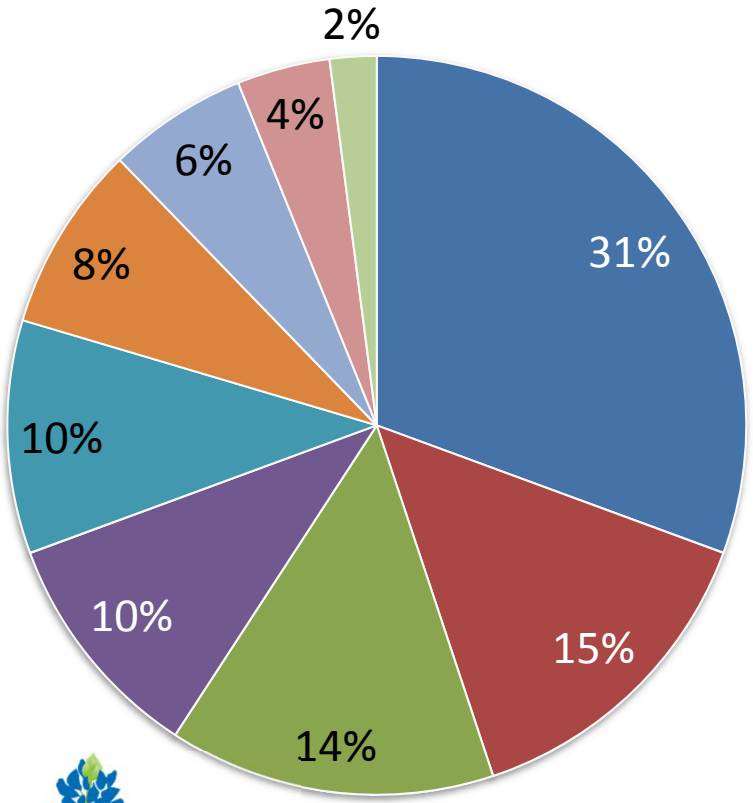
Extended Observation Unit: Referring Emergency Rooms (Williamson County Only)



- St. David's Round Rock - 27
- Cedar Park RMC - 25
- Seton Williamson - 24
- St. David's Georgetown - 10
- Scott and White - Round Rock - 9
- Scott and White - Taylor - 2

Bluebonnet Trails Community Services

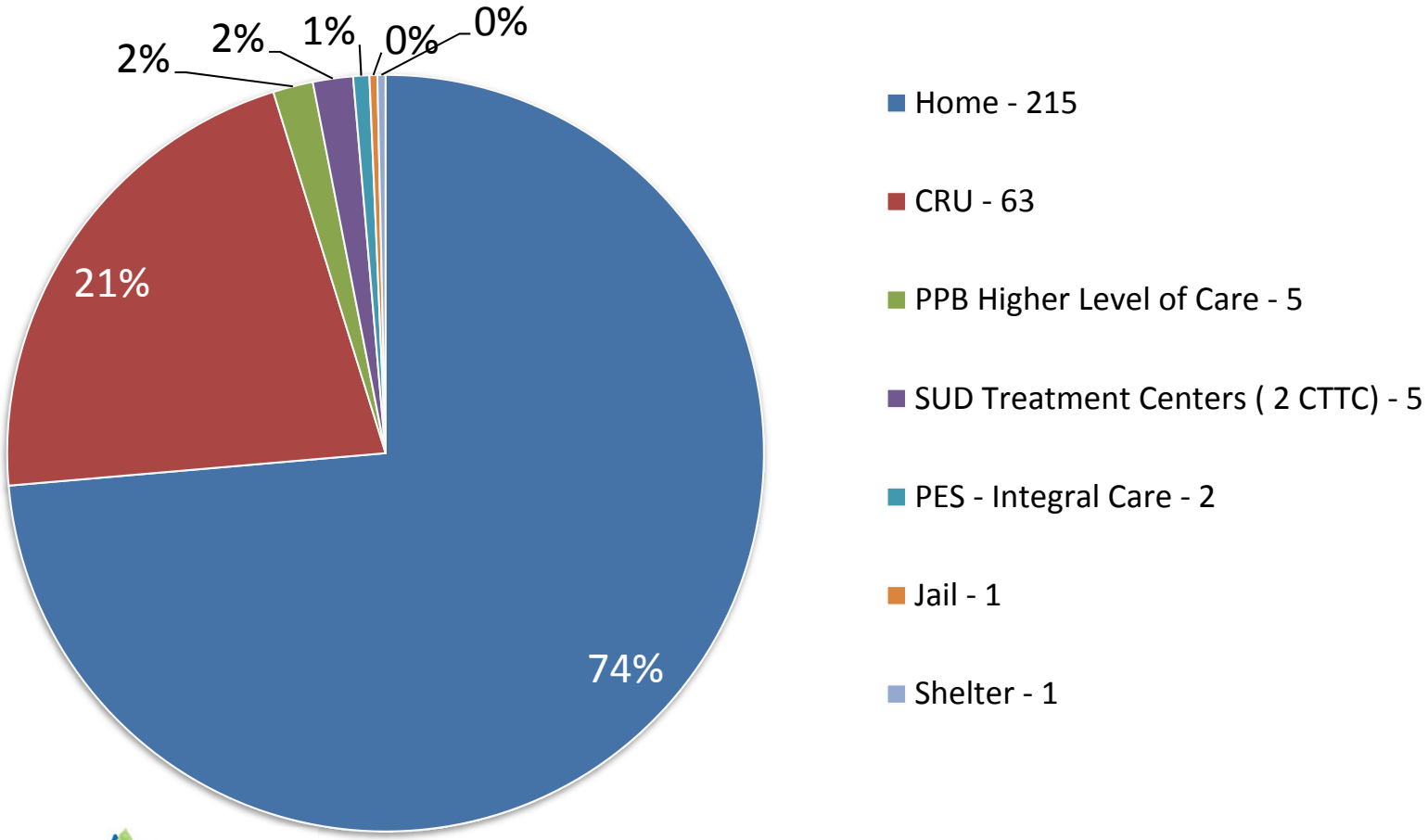
Extended Observation Unit: Referring Emergency Rooms (Non-Wilco)



- St David's - Bastrop - 15
- Seton NW - Travis - 7
- Seton Highland Lakes - Burnet - 7
- St. David's - Travis - 5
- Scott and White - Burnet - 5
- Guadalupe RMC - Guadalupe - 4
- St. Marks - Fayette - 3
- Dell Seton - Travis - 2
- St. David's - La Grange - 1

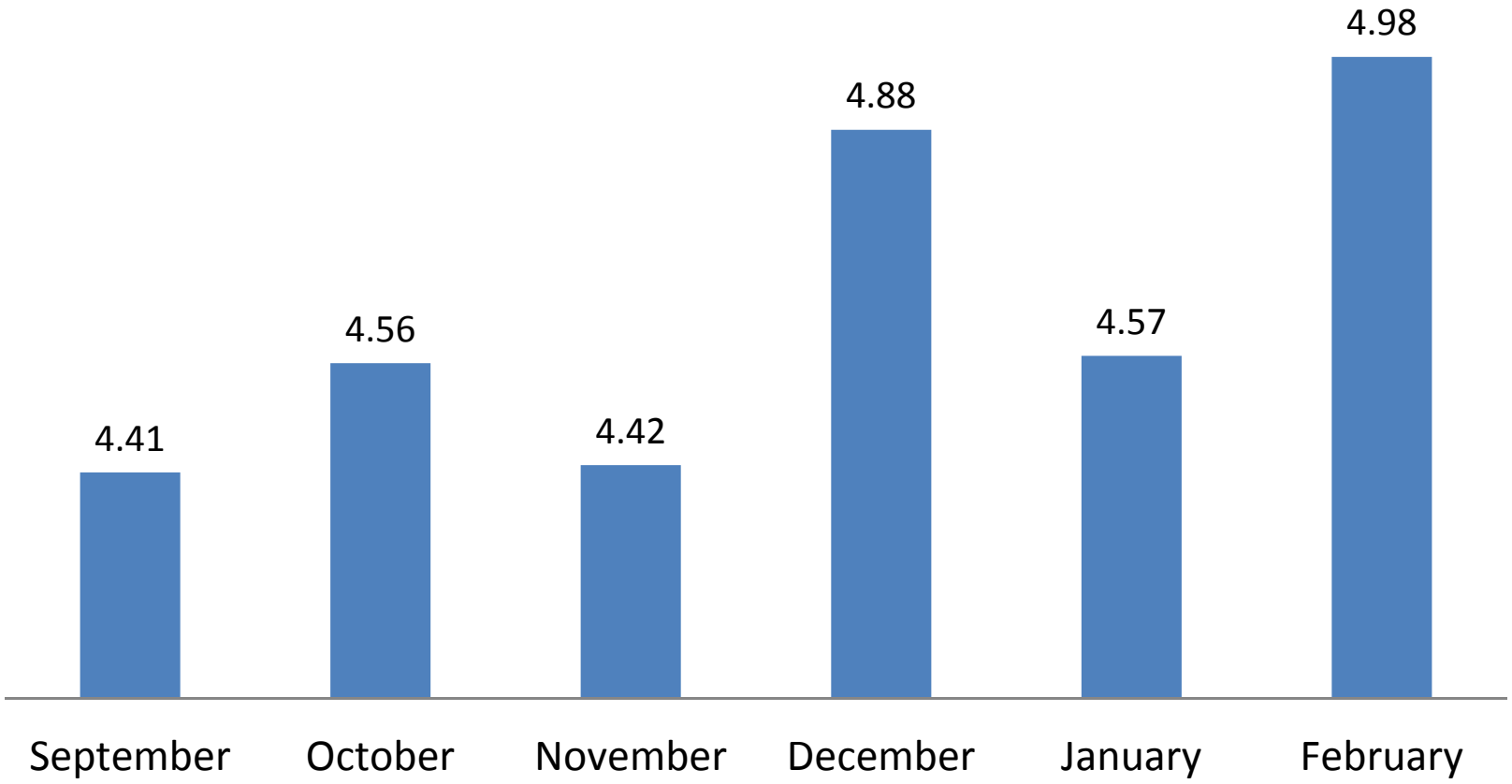
Bluebonnet Trails Community Services

Extended Observation Unit: Discharge Location

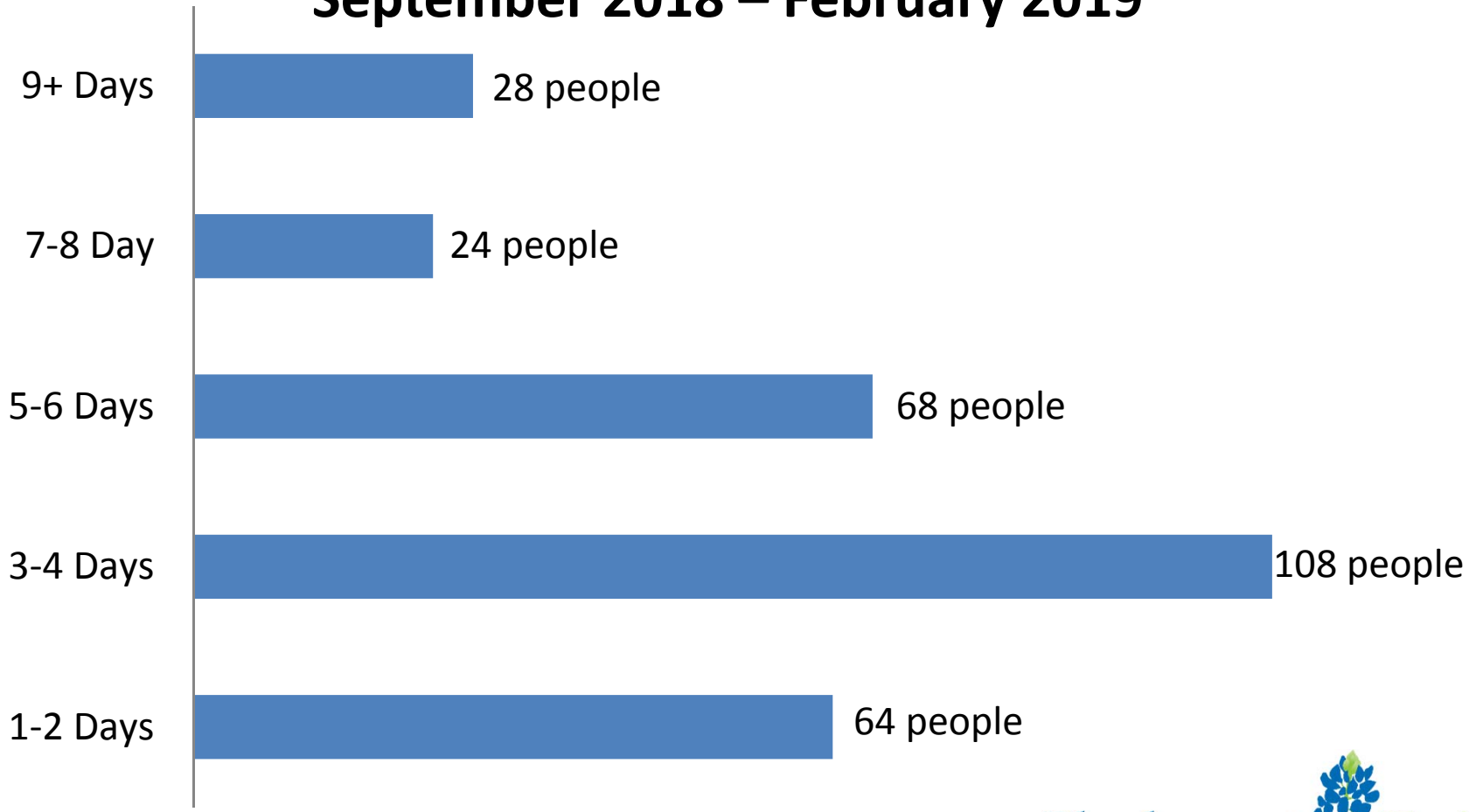


Bluebonnet Trails Community Services

Extended Observation Unit:
Length of Stay in Days by Month
September 2018 – February 2019

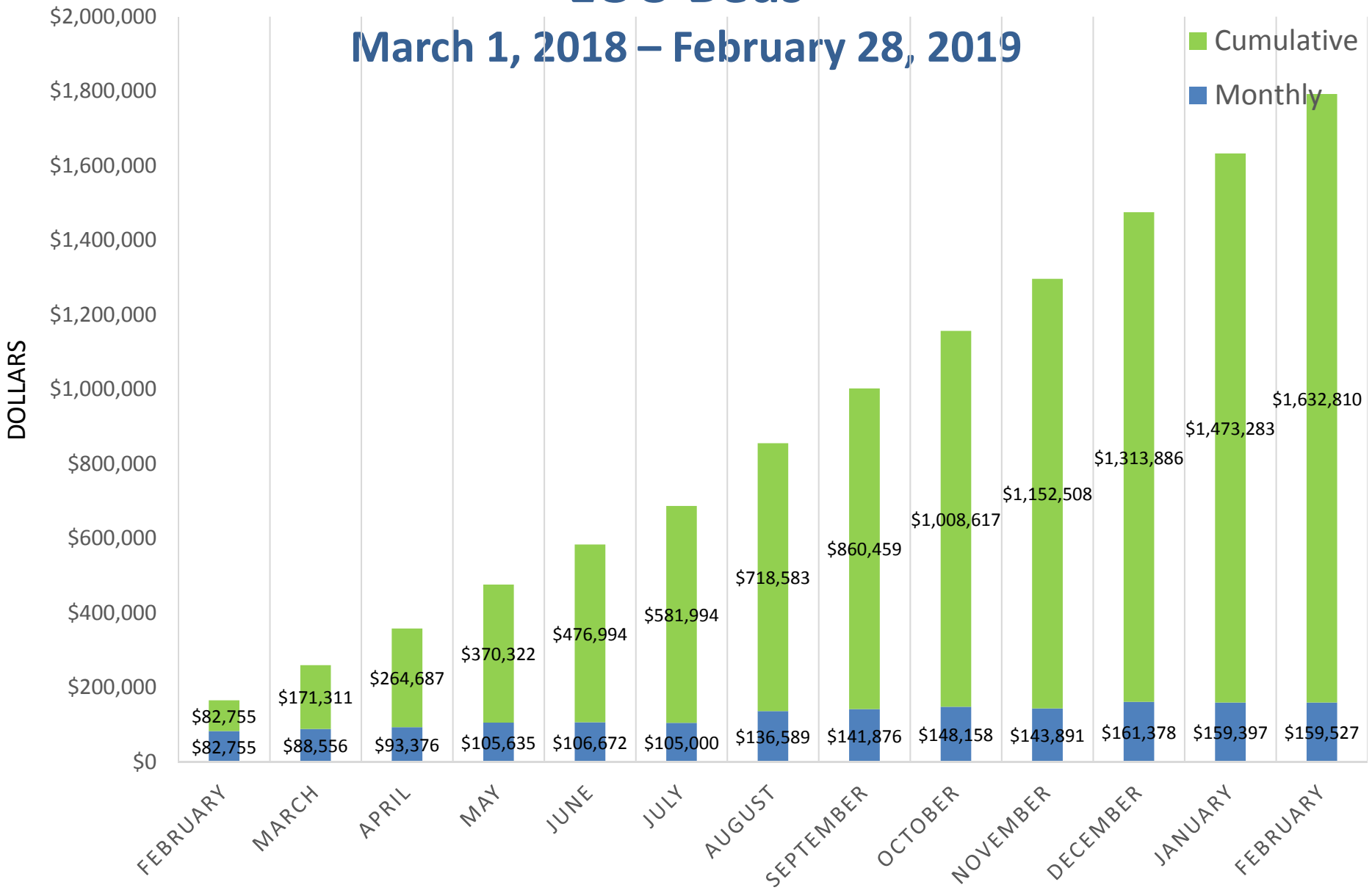


Extended Observation Unit:
Length of Stay by Number of People
September 2018 – February 2019

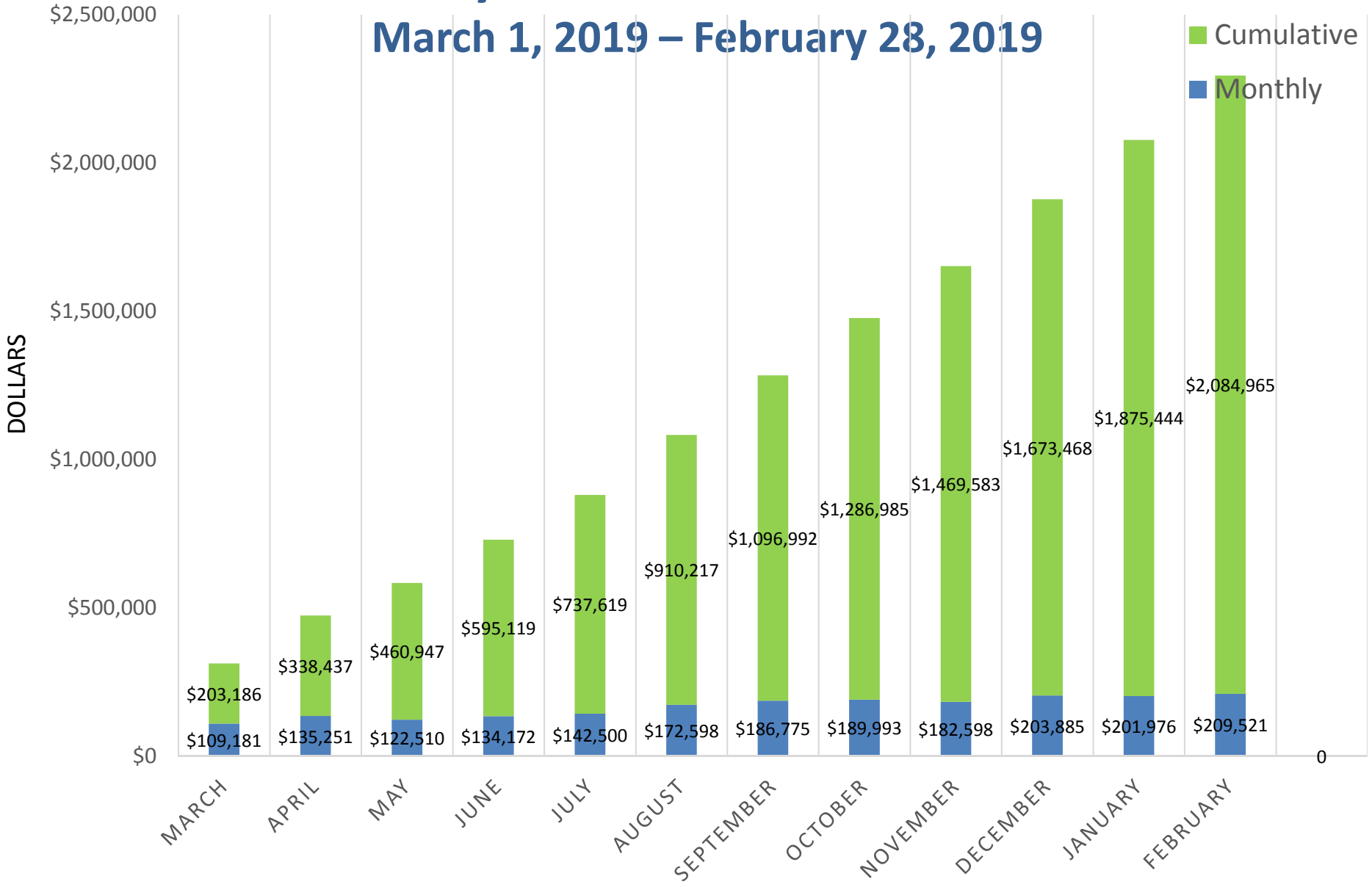


Bluebonnet Trails Community Services

Cost to Provide Wilco Residents
EOU Beds
March 1, 2018 – February 28, 2019

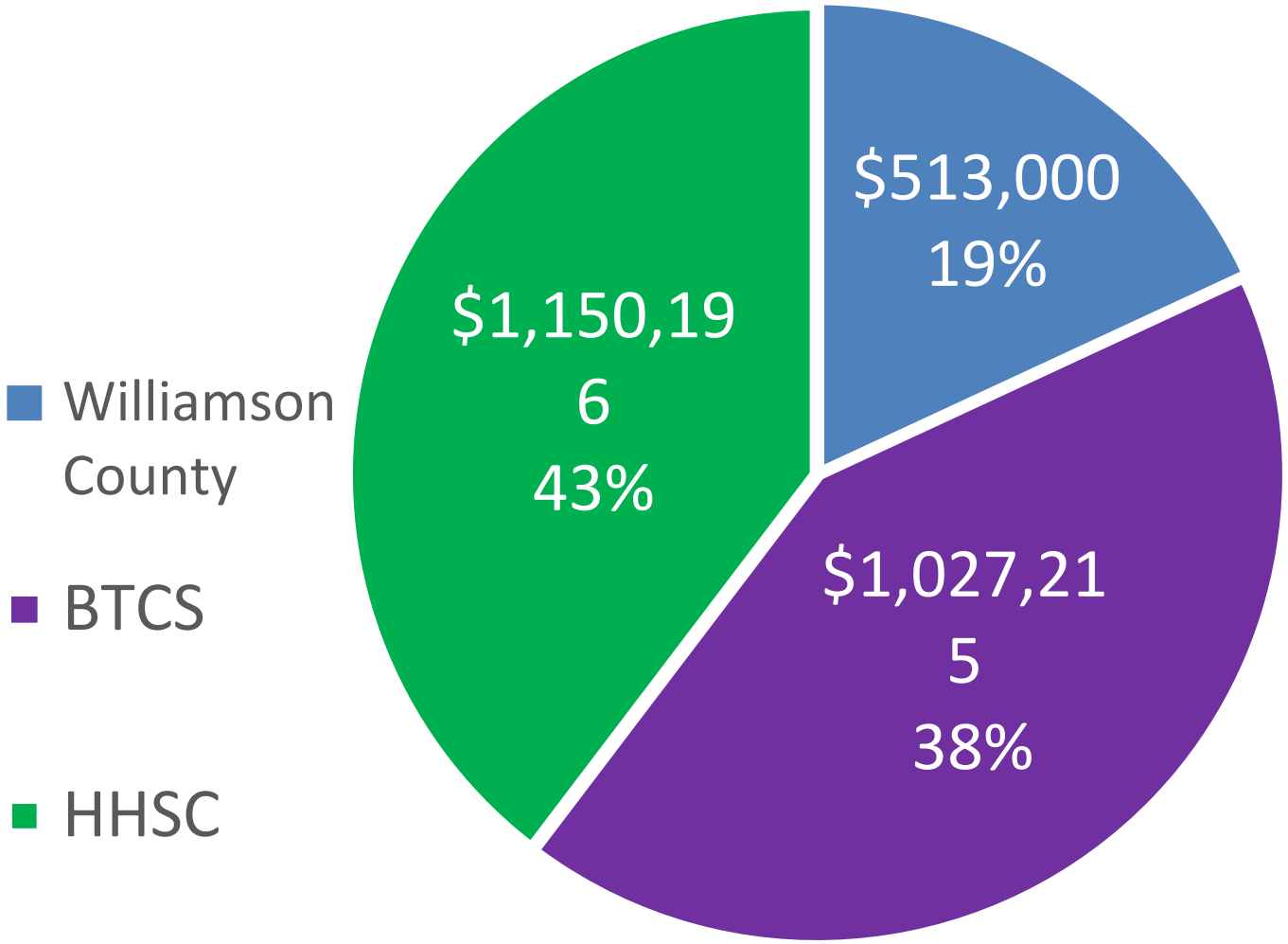


Cost to Provide Wilco Residents
Private Psychiatric Beds AND EOU Beds
March 1, 2019 – February 28, 2019



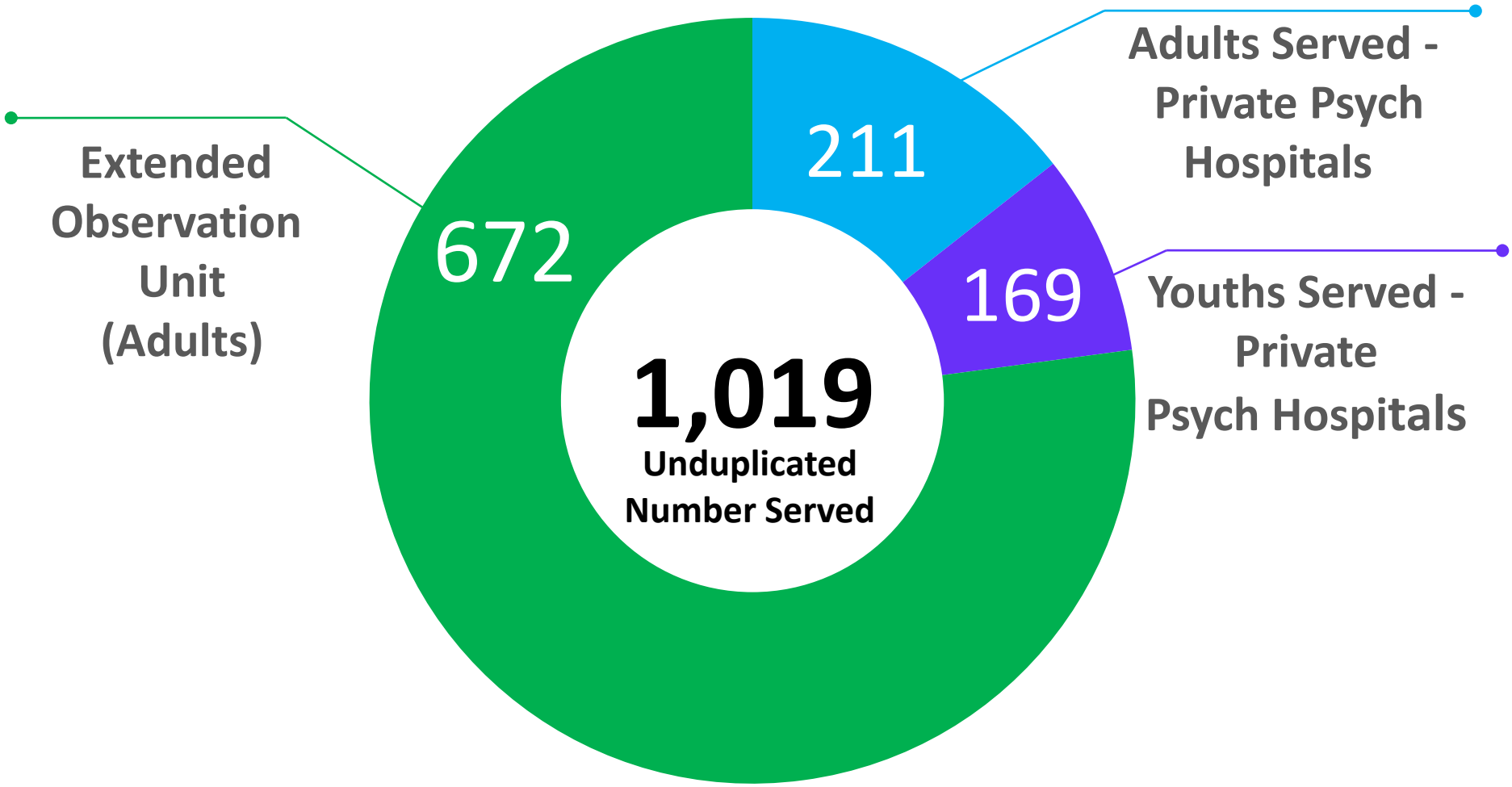
Investment in the Extended Observation Unit

March 1, 2019 – February 28, 2019



Total Williamson County Residents Served in the Extended Observation Unit and Private Psychiatric Beds

March 1, 2018 – February 28, 2019



With appreciation for the Support of the Williamson County Commissioners Court and Our Community Partners

Bluebonnet Trails Community Services

Andrea Richardson, Executive Director
Andrea.Richardson@bbtrails.org

GEORGETOWN Behavioral Health Institute

Monica Ochoa, Chief Executive Officer
Monica.Ochoa@georgetownbehavioral.com

Commissioners Court - Regular Session **45.**

Meeting Date: 03/19/2019

Red Poppy Special Event Contract

Submitted By: Theresa Lock, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the 2019 Red Poppy Special Event Vehicle Usage Agreement and authorize the County Judge to sign all related documentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Red Poppy 2019 Contract

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/04/2019 07:35 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2019 08:13 AM
Form Started By: Theresa Lock		Started On: 03/01/2019 12:16 PM
Final Approval Date: 03/04/2019		

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

(Special Event Form)

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NONGOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the 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 NONGOVERNMENTAL 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 event general liability insurance for the 24 hour period covering each day of the event. Such temporary policy shall be 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 be for the day or days of the event as follows:

   April 13, 2019, and shall terminate on the last day of the event. 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.

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. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA as soon as possible after conclusion of the event. 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 St. Suite301
   Georgetown, Texas 78626

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

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

1 1, 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: Red Poppy Bike Ride

Signature: Rick Andersen

Printed Name: Rick Andersen

Title: Safety Chairman

Date: 2-25- , 2019

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Williamson County Constable Pct. 3

Printed Name of Official: Kevin Stofle

Signature of Official: Kevin Stofle

Date: 3/1 , 2019

Address of Office: 100 Wilco Way, Suite C101
Georgetown, Tx. 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

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

Commissioners Court - Regular Session **46.**

Meeting Date: 03/19/2019

Grant Exemption and Authorize Execution of Staffing Agreement with Express Employment Professionals

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 to grant an exemption for the expenditures for work performed by day laborers, pursuant to Local Government Code Section 262.024.(a)(5), which provides that a contract for work performed and paid for by the day is exempt from the solicitation requirement under 262.023, at the discretion of the Commissioners Court. Day laborers will be used for events at the Expo Center, through the Parks Department.

Background

The following companies were contacted to obtain a quote for day laborers: Labor Finders, Express Employment Professionals, and TMD Staffing. Express Employment Professionals submitted the best rate and covers the needs for the Expo additional staffing help before, during and after special events. The laborers are needed for several upcoming events that include the Taylor Rodeo, Best of the Best Cattle Sale, Special Olympics, H.O.T. Working Equitation, Trinity Farms, and Summer Circuit. Pricing Proposal and Service Agreement attached. Randy Bell is the Point of Contact and Funding Source: 01-0100-3106-004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement Signed

Price Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/14/2019 10:54 AM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:02 AM
Form Started By: Johnny Grimaldo		Started On: 03/14/2019 10:25 AM
Final Approval Date: 03/14/2019		

Staffing Agreement

At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express", "We" or "Our"), we make it easy for you to do business with us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. We recruit and assign associates to you to perform the job duties you specify. You agree to not change the specified duties or the assigned workplace of the associate.
2. Express complies with all Federal, State, and Local employment laws and regulations. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally-mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite. To the extent authorized under Texas law, you agree to indemnify and hold Express harmless from employment related legal responsibilities as well as from claims or damages resulting from your non-compliance with applicable laws and regulations. Express pays associates promptly, based on information approved by you. You agree to pay the charges based on the time card or other mutually acceptable recording method by the invoice due date.
3. You agree to safeguard and protect any private information regarding Express employees to which you gain access, including biometric information and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private and/or biometric information. To the extent authorized under Texas law, you also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private and/or biometric information and/or unauthorized uses of said information and hold Express harmless from and Loss resulting from your non-vacation, wage, and hour, and meal and rest breaks. Express pays associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method by the invoice due date.
4. The bill rates charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state, or local laws that provide benefits to our associates or upon prior notice. A service charge of 1.5% per month (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s).
5. We provide insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an account not less than $1,000,000.00 per occurrence and provide Commercial General Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than $1,000,000.00 per occurrence.
6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications, or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
7. Our associates will not have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property.
8. Express will only provide associates for positions operating a motor vehicle, forklift, or other motorized mobile equipment if notified in writing prior to an assignment. We must know in advance, so We can assign associates who are qualified to meet your specifications. During an assignment, if Our associate operates a motor vehicle, forklift, or any other motorized mobile equipment, to the extent authorized under Texas law you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
9. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or date in the care, custody, or control of an Express associate. To the extent authorized under Texas law, you agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney feed, (collectively "Loss" or "Losses") that maybe caused by breach of this Agreement and/or by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against Us.
10. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
11. We offer an evaluation hire program designed to provide you with associates on a trial basis to converting them to your payroll. To take advantage of Our evaluation hire program, you agree to negotiate a pre-determined trial period or free prior to an associate's assignment to you.
12. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens permitted by federal, state, and local laws and regulations. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.
13. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll, you may do so by paying a transfer fee up to 30% of the associates expected annual salary, provided all invoices are current.
14. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by Us in writing.
15. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
16. Right to Audit: EXPRESS 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 EXPRESS which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. EXPRESS agrees that licensee shall have access during normal working hours to all necessary EXPRESS 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 EXPRESS reasonable advance notice of intended audits.

17. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
18. 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.
19. 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.
20. 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 three (3) 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.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: Express Employment Professionals

Date: 03/11/2019

Agent's Name (please print): Megan Kindel

Title: Business Development

Agent's Signature: Megan Kindel

© 2019 Express Services Inc. All rights reserved.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: _____

Date: _____

Agent's Name (please print): _____

Title: _____

Agent's Signature: _____

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[Modified] AT93 (01/19))

Respecting People. Impacting Business.®

Express EMPLOYMENT PROFESSIONALS

TEMPORARY OR EVALUATION HIRE AGREEMENT

Williamson County Expo Center

Express Employment Professionals is pleased to propose the following service fee for your workforce needs:

$16.19/hr. Total Bill Rate

Payment Terms: Net 10 days

The processed candidate is eligible to be hired by Williamson County Expo Center with no additional fees once they have achieved 720 non-overtime hours worked.

Features of Express Employment Professionals

*Payroll Taxes (FICA, SUTA, FUTA)
*Skills Testing
*Recruiting and Screening
*Quality Control Calls
*4-Hour Guarantee
*E-Verify
*General Liability Insurance
* Criminal Background Checks
* Worker's Compensation
* Drug Screening
* Bonding of employees

**Texas HUB Certified – Woman Owned Business
**Local Ownership with International Corporate Office Resources
(Including but not limited to Legal and Safety/Risk Management departments).
**On Call Phone Service – Available for Clients and Associates 24 hours a day and 7 days a week.
** ISO Interview Process

Williamson County Expo Center	EXPRESS EMPLOYMENT PROFESSIONALS
Company Name	Staffing Agency
	Megan Kindel
Print Authorized Client Name	Print Authorized Express Pros Name
Authorized Client Signature	Authorized Express Pros Signature
	03/11/2019
Date	Date

Please Note: These rates are based on the positions discussed at this point 03/11/2019 (date). We are confident that we will grow within your organization, so if any additional recruiting help is needed for other positions or departments we will discuss if the rates listed above will apply or if they need to be updated to better reflect the nature of the position.

Commissioners Court - Regular Session **47.**

Meeting Date: 03/19/2019

Spectrum contract for Commissioner Pct 4 office

Submitted For: Richard Semple **Submitted By:** Richard Semple, Information Technolo

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding agreement with Charter Communications Operating, LLC d/b/a Spectrum for fiber internet services at 321 Ed Schmidt Blvd, Suite 200 (Commissioner Pct 4 office).

Background

This agreement is to upgrade the internet service at the Commissioner Precinct 4 office in Hutto from cable modem to fiber-optic internet. The reason for this change is that the previous Hutto Annex had a 36-month fiber contract that carried a large termination fee. Moving this service increases the service cost at the new office, but avoids the termination fee. Charter would not/will not agree to waive early termination fees on any fiber agreement, but has agreed to add a non-appropriation clause. Legal has approved moving forward with this clause. This service cost is similar to the Hutto annex cost and is on state cooperative purchasing contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fiber contract

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/14/2019 11:09 AM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:35 AM
Form Started By: Richard Semple		Started On: 03/14/2019 09:50 AM
Final Approval Date: 03/14/2019		

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Hector Carranza
Phone: (512) 485-1477 ext:
Cell Phone: 512-422-8602
Fax:
Email: hector.carranza@charter.com

Order # 11052049

Customer Information: Customer Code		
Business Name	WILLIAMSON COUNTY *MASTER* (HQ)	**Customer Type:**
Federal Tax ID	**Tax Exempt Status**	**Tax Exempt Certificate #**
*****6906		
Billing Address		
Attention To:DIR-TEX-AN-NG-CTSA-008		**Account Number**
301 SE Inner Loop, Suite 105 GEORGETOWN TX 78626		
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Tammy McCulley	(512) 943-1455	tmcculley@wilco.org
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Richard Semple	(512) 943-1489	rsemple@wilco.org
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
Thomas G	(254) 220-9475	thomas.gillespie@wilco.org

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Internet and TV Services Order Information For 321 Ed Schmidt Blvd Suite 200 Hutto TX 78634

Service Type
IPs (Internet Addresses)
High Speed Internet (HSD)

Fiber Internet and Ethernet Service Order Information For 321 Ed Schmidt Blvd 200/FIA Hutto TX 78634

Site Name	Address Location	Location Type	Bandwidth
	321 Ed Schmidt Blvd Hutto, TX 78634		

New and Revised Services and Monthly Charges At 321 Ed Schmidt Blvd Unit 200/FIA, Hutto TX 78634

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
5 Static IP	1	$0.00	$0.00	36 Months
Fiber Internet 200Mbps	1	$1,299.00	$1,299.00	36 Months
***Total**			**$1,299.00**	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 321 Ed Schmidt Blvd Unit Suite 200, Hutto TX 78634

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Spectrum Business Internet Ultra	1	$199.99	$199.99	Month to Month
Static IP 1	1	$14.99	$14.99	Month to Month
***Total**			**$214.98**	

*Prices do not include taxes and fees.

One Time fees At 321 Ed Schmidt Blvd Unit 200/FIA, Hutto TX 78634

Description	Quantity	Sales Price	Total
FIBER INSTALLATION	1	$250.00	$250.00
Total			**$250.00**

*Prices do not include taxes and fees.

One Time fees At 321 Ed Schmidt Blvd Unit Suite 200, Hutto TX 78634

Description	Quantity	Sales Price	Total
Internet Change of Srvce	1	$99.00	$99.00
Total			**$99.00**

*Prices do not include taxes and fees.

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Special Terms

NON-APPROPRIATION. Notwithstanding anything to the contrary, if the funds Customer requests for Services under a Service Order for a fiscal year are not appropriated (a "*Non-Appropriation*"), Customer shall have the right to terminate, without penalty, such Services at a Service location listed on such Service Order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all Services provided by Spectrum pursuant to the Contract; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly shall cease all use of any software provided by Spectrum hereunder for such Service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any Equipment not returned in accordance with this paragraph.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed

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Commissioners Court - Regular Session **48.**

Meeting Date: 03/19/2019

Authorize the change order to Service Agreement with Motorola HGAC contract # RA05-15.

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the change order to the Service Contract between Motorola and Williamson County, originally approved in court on April 24, 2018, pursuant to HGAC Contract #RA05-15 and authorize the purchase.

Background

This change order addresses the Florence Tower Site #5 Relocation Project. The change order amount is $7,133.87. The original contract amount was $1,927,532.12, bringing the new total to $1,934,665.99. Scott Parker is the point of contact for this transaction. This expenditure will be charged to P471. Funding was approved in the FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order

Motorola Statement of Work

addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/14/2019 09:01 AM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 09:16 AM
Form Started By: Johnny Grimaldo		Started On: 03/14/2019 07:52 AM
Final Approval Date: 03/14/2019		

MOTOROLA SOLUTIONS

CHANGE ORDER
[001]

Change Order No.	001
Date:	01/17/19
Project Name:	Williamson County Florence Move
Customer Name:	Williamson County
Customer Project Mgr:	Thomas Piche'

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

This change order is to document the change in scope
- moving the Old Florence shelter from site to Williamson County Wireless shop
- Demo'ing the Old Florence shelter on site, disposing of the generator and batteries and removing remaining RF equipment assets inside shelter for pick up by Williamson County

Contract # **33951Y** **Contract Date:** **4/19/18**

In accordance with the terms and conditions of the contract identified above between [enter customer name] and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	$1,927,532.12
Previous Change Order amounts for Change Order numbers ____ through ____	$ 0
This Change Order:	$ 7,133.87
New Contract Value:	$1,934,665.99

Completion Date Adjustments

Original Completion Date:	3/15/19
Current Completion Date prior to this Change Order:	
New Completion Date:	4/30/19

MOTOROLA SOLUTIONS

CHANGE ORDER

[001]

Changes in Equipment: *(additions, deletions or modifications)* Include attachments if needed

No changes in equipment is part of this change order

Changes in Services: *(additions, deletions or modifications)* Include attachments if needed

The change in services include

Demo-ing the shelter on its current site (inclusive of disposing of the generator & batteries, removing of remaining RF assets for pick up by Williamson County for storage) and removal of remnants of destroyed building.

Original scope included shelter to be relocated to different location with equipment inside of shelter.

Scope will continue to include removal of antenna and lines off tower, demo of ice bridge, all of which will be destroyed and disposed.

Schedule Changes: *(describe change or N/A)*

Schedule is moving out to April 30, 2019

Pricing Changes: *(describe change or N/A)*

Increase of $7,133.87 to accommodate the change in scope

Customer Responsibilities: *(describe change or N/A)*

Pick up of RF equipment once notified by Motorola Project Manager or representative of when the equipment is ready for pick up.

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

The payment of this change order will be added to Final Acceptance

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.		**Customer**	
By:	Marc J	By:	
Printed Name:	MARC JOHNSON	Printed Name:	
Title:	REGIONAL SERVICES MGR	Title:	

MOTOROLA SOLUTIONS

CHANGE ORDER
[001]

Date: 2/1/19

Date: _____

Reviewed by: _____ Date: _____
Motorola Solutions Project Manager

PROPOSAL
WILLIAMSON COUNTY

WILLIAMSON COUNTY FLORENCE SITE RELOCATION



MOTOROLA SOLUTIONS

PS-000084522

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The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are the trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2018 Motorola Solutions, Inc. All rights reserved.

Catherine Roberts

Williamson County

508 Rock St

Georgetown, TX 78626

RE: Florence Site Move Project

Dear Ms. Roberts,

Motorola Solutions, Inc. (Motorola) is pleased to present to you the enclosed proposal for the Florence Site Move Project. The Proposal consists of this cover letter, the Statement of Work, the System Description, Equipment List, and the HGAC (RA05-15) Communications System Purchase Agreement (SPA).

The Proposal is valid for ninety (90) days from the date of this letter and is subject to the terms and conditions of the attached HGAC System Purchase Agreement, or a negotiated version thereof. Motorola would be happy to discuss any concerns the County may have with the Proposal.

Sincerely,



Motorola Solutions, Inc.

SECTION 1

SOLUTION OVERVIEW

Motorola is pleased to provide Williamson County with a quote to relocate the existing RF simulcast remote site located near Florence, TX to the new location at coordinate 30°49'48.3"N 97°48'25.1"W. This quote includes a new 380 ft tower, shelter, and equipment for a 15 channel remote IP simulcast site. The proposal also includes a GTR 8000 base radio with its own antenna system for VHF paging operations.

The existing microwave links from Granger to Tower Road and from Tower Road to Liberty Hill shall be relocated to add the proposed Florence site to microwave loop. The links shall be relocated to point from Granger to Florence and Florence to Liberty Hill. Motorola's proposal includes the replacement of the microwave antenna line and RF antenna lines as part of the relocation. All preconstruction studies, such as geo, NEPA studies, etc are included. The existing Florence shelter and radio equipment shall be decommissioned and relocated to the Williamson County Wireless Communication Site.

SECTION 2

FLORENCE SITE RELOCATION DESCRIPTION

The proposal includes new RF site equipment as part of the relocation project to provide a smooth transition and cut-over of the radio coverage that the radio system provides. The following highlights the major equipment that is included as part of this proposal:

IP Simulcast Remote Site Equipment:

- Qty (15) GTR 8000 800MHz Base Radios.
- Qty (2) Site Routers.
- Qty (2) Site Switches.
- Qty (1) TRAK GPS System.
- Qty (2) 800MHz 10ch Combiner Systems.
- Qty (1) Multicoupler System.
- Qty (1) Advance Power Monitoring system.
- Qty (2) TX Antenna Systems.
- Qty (1) RX Antenna System with TTA.
- Qty (1) DC Power System.
- Qty (1) SDM3000 Site Management Device.
- Qty (1) 380ft Tower.
- Qty (1) MSB 12x24 Shelter with Indoor 80 kW Diesel Generator.
- Microwave Waveguide and ACU.
- MOSCAD Site Device Licenses.

VHF Paging Repeater Equipment:

- Qty (1) GTR 8000 VHF Base Radio.
- Qty (1) VHF Antenna System.

2.1 SIMULCAST SITES

A simulcast land mobile radio system provides continuous coverage over a large geographic region using a single set of frequencies. Simulcast solutions extend a system's RF coverage, especially in areas where available frequencies are limited, and in areas where physical barriers (for example, mountains and buildings) can cause reduced signal coverage.

Trunked simulcast was developed by Motorola Solutions to meet the needs of users who were outgrowing their single-site radio systems. Simulcast offers the following advantages:

- **Improved Coverage** – One radio site may not provide the coverage necessary for the application in question. Simulcast expands the coverage area by expanding the number of radio sites without adding additional frequencies.
- **Efficient Use of Frequencies** – Adding sites typically requires more frequencies. In a simulcast system, the same frequencies are used at every site in the system. This makes very efficient use of the available spectrum.
- **Simplified Radio Operations** – Because the simulcast architecture operates like a single-site system, operations are simplified and radios are easy to use.

2.1.1 Radio Frequency Distribution System

The Radio Frequency Distribution System (RFDS) provides interconnect between the base radios and antennas, allowing for a completely contained and more compact installation footprint. For the transmitters, this can include isolators, combiners, TX filters, diplexers, and power monitors.

For the receivers, this can include duplexers, site preselectors, and multicouplers. Various RFDS options exist for each of the GTR 8000 Base Radio, GTR 8000 Site Subsystem, and GTR 8000 Expandable Site Subsystem.

This proposal includes two 10 channel combiners that provides capacity for future expansion of up to 5 additional channels.

2.2 BACKHAUL SOLUTION

This project relocates existing microwave links to add Florence to the Williamson County microwave loop. The paper path study shows that the existing microwave radios and antenna size for the Liberty Hills to Tower Road and Tower Road to Granger are sufficient for the relocation of the microwave links to integrate the new Florence site into the Williamson County Aviat microwave ring as described in the system overview. New waveguide and new ACUs are included to relocate and reconfigure the links.

2.2.1 Microwave Implementation

The recommended microwave equipment and steps are proposed to accomplish the relocation of the Florence RF site:

- Uninstall the existing microwave radio/router rack and power system rack from Tower Road.
- Uninstall the antennas and dehydrators at Tower Road.
- Uninstall the waveguide at Tower road and discard.
- Relocate microwave radios, power system racks, dehydrators, and antennas to the new Florence site.
- Re-install the existing radio/router rack, microwave power systems rack, antennas, and dehydrator at the proposed Florence site.
- Install new waveguide runs at the proposed Florence site.
- Update ACUs for the new paths in the radios at Liberty Hill and Granger to support the new paths to the proposed Florence site.
- Realign the antennas at both Liberty Hill and Granger to address the new paths facing Florence.

Figure 1-1 and Figure 1-2 provides a high level diagram of the existing and proposed microwave design.

Use or disclosure of this proposal is subject
to the restrictions on the disclosure page.

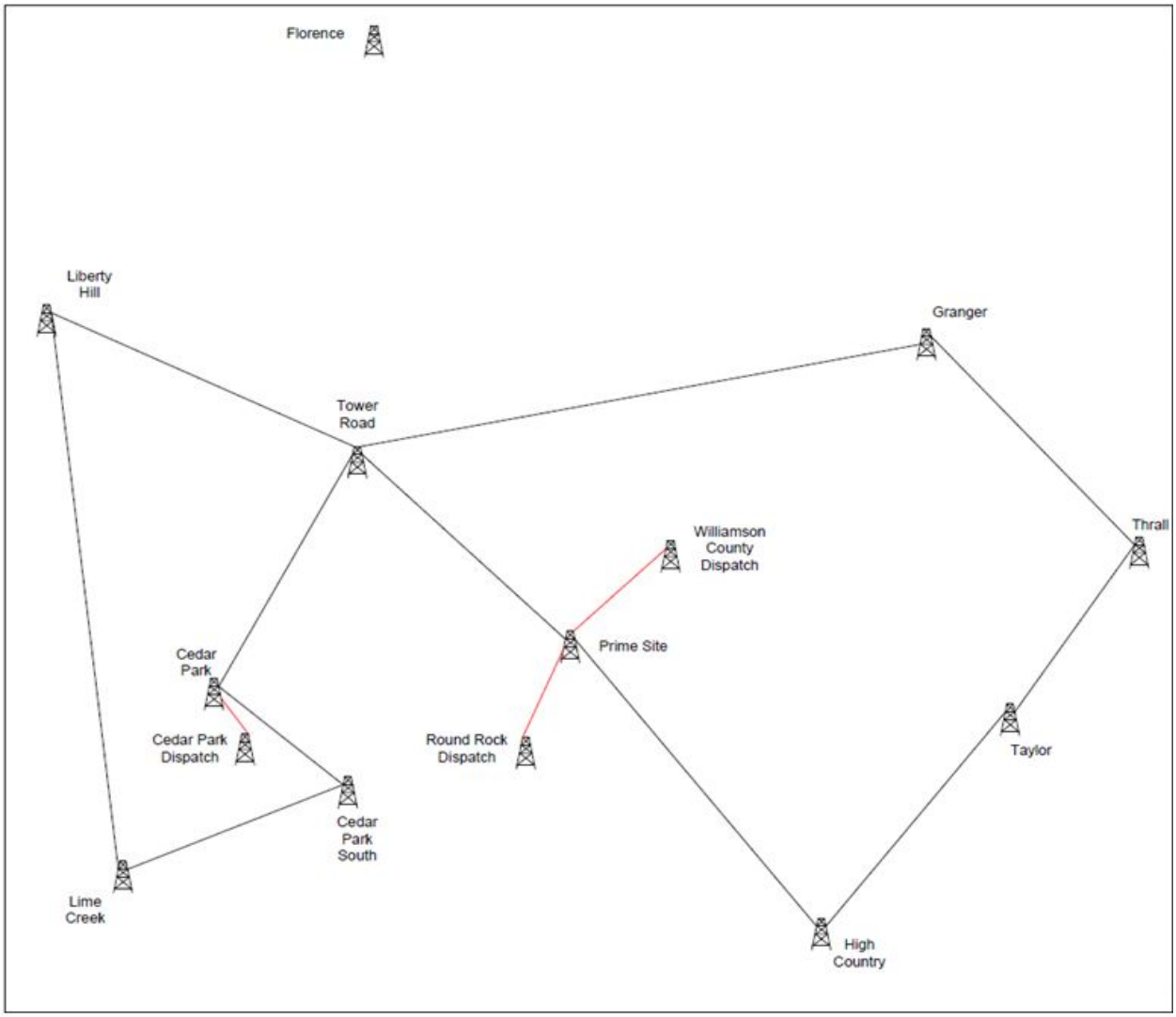


Figure 1-1: Williamson County's Existing Microwave Network Diagram.

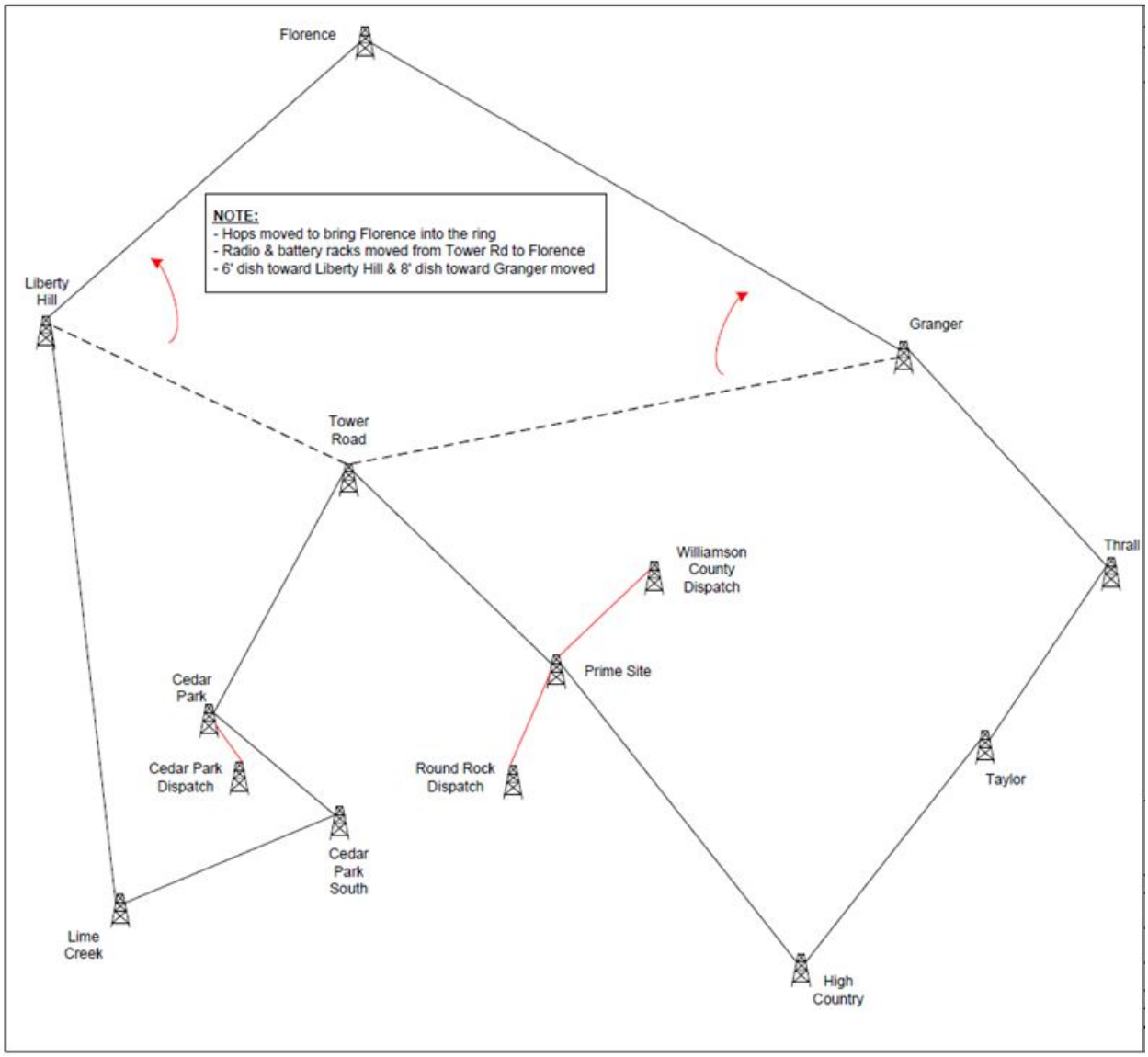


Figure 1-2: Williamson County's Proposed Microwave Network Diagram.

2.2.2 Path Design and Reliability

The relocation of the existing links to Florence from Tower Road has been designed to a path reliability of five-nines (99.999%) or better, which relates to 5.26 minutes of down time per year per link. This reliability metric is based on calculations involving received signal level (RSL) and microwave radio sensitivity levels, which have been determined from preliminary path calculations based on the following site coordinates in Table 1-1.

Use or disclosure of this proposal is subject
to the restrictions on the disclosure page.

Table 1-1: Path Design and Reliability.

Link	Site Name	Coordinates						Antenna Info	
		Lat (N)			Long (W)			MW Height (ft)	Azimuth (°)
		d	m	s	d	m	s		
Link 1	Granger	30	43	10.2	97	30	26.8	240	293.23
	Florence	30	49	48.3	97	48	25.1	190	113.07
Link 2	Florence	30	49	48.3	97	48	25.1	150	234.7
	Liberty Hill	30	44	49.8	97	56	34	200	54.63

Preliminary path calculations did not reveal obstructions. Field path surveys must be conducted to verify that above-terrain blockages do not exist; blockages such as buildings, water towers, etc. For this reason, at this point in time, these preliminary path reliability calculations are not guaranteed to work at five-nines reliability until the actual field surveys are conducted.

Once the project is purchased, full in-field path studies will be conducted during the implementation project. If at that time a path is discovered to be blocked by an above-terrain obstruction, Motorola Solutions and the Williamson County will work together to find a solution, but any associated costs with those adjustments will be the responsibility of Williamson County.

2.3 DESIGN ASSUMPTIONS

Motorola has based the system design on information gathered from meetings with Williamson County. All assumptions have been listed below for review by Williamson County. Should Motorola's assumptions be deemed incorrect or not agreeable to Williamson County, a revised proposal with the necessary changes and adjusted costs will be required.

- This proposal shall include all preconstruction studies cost prior to the installation of the tower and any grounding required.
- The customer is responsible for the acquisition and maintenance of the site location.
- Motorola has provided a quote to relocate and optimize the microwave link as described in this proposal. Motorola has included new waveguide but shall reuse the existing microwave dishes and radio equipment.
- Motorola assumes that the existing antennas and waveguide at Liberty Hill and Granger can be reused for the paths facing Florence, keeping the dishes on the same leg as they are currently installed.
- The paths that connect the Microwave network must have a Line-of-Site (LOS). If a physical path survey determines the path is not LOS, then an alternative path design may be required. If a new path is needed, the constituent in this proposal is responsible for the incurred cost for a new path design.
- Motorola assumes space is available on the tower at Granger and Liberty Hill adjustments to the microwave design as proposed in this proposal.
- Motorola has included the cost to conduct a tower study for the Granger and Liberty Hill tower. Motorola assumes the tower has the capacity to handle any necessary adjustment to the microwave dishes. In the event structural analysis fails due to relocation of the dishes, Williamson County shall be responsible for the cost of remediating the tower and any other cost associated with said remediation.
- Motorola has provided frequency coordination for the microwave FCC licensing.
- All FCC licensing outside the microwave FCC licensing shall the responsibility of the customer.
- No coverage guarantee/commitment is provided for the VHF paging repeater.
- The VHF paging repeater will reside on a new VHF license pair separate from the other paging sites to minimize interference.
- Approved local, State, or Federal permits, as may be required for the installation and operation of the proposed equipment, are the responsibility of the customer.
- Where necessary, the customer shall provide a dedicated delivery point—such as a warehouse—for receipt, inventory, and storage of equipment prior to delivery to the sites.

2.4 EQUIPMENT LIST

QTY	DESCRIPTION
	MSB
1	MSB 12X24 1-RM BLDG. INCLS LP GENERAC GEN & (2) 16KW UPS
1	DEL: DELETE 20KVA/16KW UPS (QTY 2)
1	ADD: INDOOR GENERATOR (ADDS 10' LENGTH TO BLDG, OD GEN TO ID GEN)
1	ALT: DIESEL GENERATOR (GENERAC) 80 KW
	TOWER SELF SUPPORTING
1	380' SELF SUPPORTING TOWER
	FLORENCE REPEATER
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
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1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio

1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
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1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC

1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
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1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
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1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
	FNE
1	GGM 8000 GATEWAY
1	ADD: DC POWER
1	GGM 8000 GATEWAY
1	ADD: DC POWER

2	2620-24 ETHERNET SWITCH
1	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM DC
1	FOUR PORT IRIG B TIME CODE FDM
4	FOUR PORT DDM
3	RACK 7.5' OPEN
2	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
2	SPD, RJ-45 OR HARDWIRE CONNECTED FOR T1/E1, PROTECTS 4 WIRES
3	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
	FLORENCE RFDS
1	MULTICOUPLER UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 48 VDC
1	PRESELECTOR 806-824 MHZ 10 MHZ BW 19 IN MOUNT (428 SERIES ONLY)
1	10 CHANNELS 851-869 10 CH 7/16 ANT, 150 KHZ MIN SEP BETWEEN CHANNELS
1	10 CHANNEL 851-869 10 CH 7/16 ANT, 150 KHZ MIN SEP BETWEEN CHANNELS
1	ADVANCED POWER MONITOR, 740-870 MHZ, 36-60V DC (INC SINGLE COUPLER)
1	ANT LINE COUPLER 740-960MHZ 40DB 4-PORTS SUIT APM748 AND APM8796
	TX ANTENNA LINE 1
1	OMNI, CORP COLLINEAR, 10.5DB, 746-870MHZ, 3DEG DT, PIM, 25KW PIP RATED
15	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
410	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
1	114EZ DIN FEMALE CONNECTOR
2	114EZ DIN FEMALE CONNECTOR
1	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL
1	BULKHEAD FLANGE MOUNT ADAPTER
40	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	221213 CABLE WRAP WEATHERPROOFING
2	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
8	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT
	TX ANTENNA LINE 2
1	OMNI, CORP COLLINEAR, 10.5DB, 746-870MHZ, 3DEG DT, PIM, 25KW PIP RATED
15	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
410	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
2	114EZ DIN FEMALE CONNECTOR

1	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL
1	BULKHEAD FLANGE MOUNT ADAPTER
40	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	221213 CABLE WRAP WEATHERPROOFING
2	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
8	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT
	RX ANTENNA LINE
1	OMNI, CORP COLLINEAR, 10.5DB, 746-870MHZ, 3DEG DT, PIM, 25KW PIP RATED
15	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
5	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
410	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORREGATED CABLE (AVA5-50FX)/FOOT
2	78EZNF-M N FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC)
410	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
1	RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT
1	RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT
40	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
40	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
2	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
2	221213 CABLE WRAP WEATHERPROOFING
2	L5SGRIP 7/8" SUPPORT HOIST GRIP
2	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
8	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
8	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
	VHF PAGING
1	GTR 8000 Base Radio
1	ADD: VHF (136-174 MHZ)
1	ADD: ANALOG ONLY CONV SW
1	ADD: DUPLEXER, 144-160 MHZ), THEN TX AND RX MUST BE 144-160

1	ADD: NARROW PRESELCTOR, 136-154 MHZ
1	ADD: EXT DUAL CIRCULATOR, 144-160 MHZ
1	ADD: WILDCARD W/GPIO
1	ADD: POWER CABLE, DC
1	ADD: RACK MOUNT HARDWARE
	VHF ANTENNA LINE
1	OMNI, MEANDER COLLINEAR, 6.0 DBD, 150-160 MHZ, PIM RATED
1	PIPE TO PIPE CLAMP, 1.5" TO 5" PIPE, SET OF 3 CLAMPS
15	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
410	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORREGATED CABLE (AVA5-50FX)/FOOT
1	7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE (MOTOROLA SPECIFIC)
1	7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE (MOTOROLA SPECIFIC)
1	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
40	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR
1	F4NR-HC 1/2" TYPE N MALE RIGHT ANGLE CONNECTOR
2	221213 CABLE WRAP WEATHERPROOFING
6	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
3	SSH-12 1/2" SNAPSTAK HANGER 10PK
1	BREAKER, 25 AMP
1	GGM 8000 GATEWAY
1	ADD: DC POWER
1	ADD: CONV CHAN GATEWAY
1	BREAKER, 5 AMP
	MOSCAD
1	SITE MANAGER ADVANCED
1	ADD: SDM ASTRO RTU FW CURR ASTRO REL
1	GMC_PER_DEVICE_SW_LICENSES
1	GMC_SW_LIC_PER_GTR8000_CONV_BR
15	GMC_SW_LIC_PER_GTR8000_MS_BR
1	GMC_SW_LIC_PER_TRAK_GPS
1	RTU_PER_DEVICE_SW_LICENSES
1	RTU_SW_LIC_PER_GTR8000_CONV_BR
15	RTU_SW_LIC_PER_GTR8000_MS_BR

1	RTU_SW_LIC_PER_TRAK_GPS
	DC POWER SYSTEM
1	BATTERY, 608AH 48VDC STRING CONSISTING OF (24) 2V CELLS MED RATE VLRA
1	STEEL FLOOR LOADING PLATE FOR A 90G15 BATTERY
2	50 AMP BREAKER FOR TYPE CDPD
2	80 AMP BREAKER FOR TYPE CDPD
4	SPD, 48VDC DISTRIBUTION POWER BUS PROTECTOR, SAD
	AVIAT MICROWAVE
1	AVIAT ECLIPSE ACU, WAVEGUIDE & ACCESSORIES

SECTION 3

IMPLEMENTATION PLAN

Use or disclosure of this proposal is subject
to the restrictions on the disclosure page.

3.1 STATEMENT OF WORK

Motorola will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Wilco
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	☑	☑
Furnish a performance bond in the full amount of the contract price as security for the faithful performance of Motorola Solutions' contractual obligations.	☑	☐
Purchase the required performance bond.	☐	☑
Assign a Project Manager as a single point of contact.	☑	☑
Assign resources.	☑	☑
Schedule project kickoff meeting.	☑	☑
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	☑	☑
Record and distribute project status meeting minutes.	☑	☐
Maintain responsibility for third-party services contracted by Motorola Solutions.	☑	☐
Complete assigned project tasks according to the project schedule.	☑	☑
Submit project milestone completion documents.	☑	☐
Upon completion of tasks, approve project milestone completion documents.	☐	☑
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.	☑	☐
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	☑	☑
Present project scope and objectives.	☑	☐
Review SOW responsibilities and project schedule.	☑	☑
Schedule Design Review.	☑	☑
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Present the system design and operational requirements for the solution.	☑	☐
Present installation plan.	☑	☐
Present preliminary cutover plan and methods to document final cutover process.	☑	☐
Present configuration and details of sites required by system design.	☑	☐

Tasks	Motorola Solutions	Wilco
Validate that customer sites can accommodate proposed equipment.	☑	☑
Provide approvals required to add equipment to proposed existing sites.	☐	☑
Review safety, security, and site access procedures.	☑	☐
Finalize site acquisition and development plan.	☑	☐
Present equipment layout plans and system design drawings.	☑	☐
Provide backhaul performance specifications and demarcation points.	☑	☐
Provide heat load and power requirements for new equipment.	☑	☐
Provide information on existing system interfaces.	☐	☑
Provide frequency and radio information for each site.	☐	☑
Complete the required forms required for frequency coordination and licensing.	☑	☐
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.	☐	☑
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	☑	☐
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	☑	☐
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.	☐	☑
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.	☐	☑
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.	☐	☑
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary equipment shelter, and tower for installation of system equipment.	☑	☐
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at the new site.	☑	☐
Provide adequate electrical power in proper phase and voltage at sites.	☐	☑
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.	☐	☑
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	☑	☐

Tasks	Motorola Solutions	Wilco
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.	☐	☑
Conduct one three-point ground resistance test of each site.	☑	☐
Prepare and submit Electromagnetic Energy (EME) plans for the site (as licensee) to demonstrate compliance with FCC RF Exposure Guidelines.	☑	☐
Prepare a lease exhibit and sketch of each site showing the proposed lease space and planned development at that site.	☑	☐
Prepare site construction drawings showing the layout of new and existing equipment.	☑	☐
Review and approve site construction drawings.	☐	☑
Obtain the permits needed to complete site development, including electrical, building, and construction permits.	☑	☐
Pay for application fees, taxes, and recurring payments for lease/ownership of property.	☐	☑
Deliverable: Information and permitting requirements completed at each site.		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	☑	☐
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	☑	☐
Deliverable: Equipment procured and ready for shipment.		
System Staging		
Ship all equipment needed for staging to Motorola Solutions' Customer Center for Solutions Integration (CCSi).	☑	☐
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.	☐	☑
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	☑	☐
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	☑	☐
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	☑	☐
Assemble required subsystems to assure system functionality.	☑	☐
Power up, load application parameters, program, and test all staged equipment.	☑	☐
Confirm system configuration and software compatibility with the existing system.	☑	☐
Inventory the equipment with serial numbers and installation references.	☑	☐
Review and approve proposed Factory Acceptance Test Plan.	☐	☑
Pay for travel, lodging, meals, and all incidental expenses for Customer personnel and representatives to witness the Factory Acceptance Testing.	☐	☑
Perform factory functional acceptance tests of system features	☑	☐

Tasks	Motorola Solutions	Wilco
Conduct site and system level testing.	☑	☐
Perform system burn-in 24 hours a day during staging to isolate and capture any defects.	☑	☐
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment .	☐	☑
Pack and ship solution equipment to the identified, or site locations.	☑	☐
Receive solution equipment.	☐	☑
Inventory solution equipment.	☑	☐
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	☑	☐
Coordinate receipt of and inventory solution equipment with designated contact.	☑	☐
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	☑	☐
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.	☐	☑
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	☑	☐
Connect installed equipment to the provided ground system.	☑	☐
Label equipment, racks, and cables.	☑	☐
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	☑	☐
Note any required changes to the installation for inclusion in the "as-built" system documentation.	☑	☐
Remove, transport, and dispose of old equipment that is not included in this proposal to be removed by Motorola	☐	☑
Deliverable: Equipment installed.		
Antenna Transmission Line Installation		
Install antennas, including supplying and installing new side arm mounts	☑	☐
Install towertop amplifiers.	☑	☐
Install transmission lines required for system.	☑	☐
Provide structure penetrations for transmission equipment (e.g. antennas or microwave line.).	☑	☐

Tasks	Motorola Solutions	Wilco
Install microwave waveguide and lines, as applicable.	☑	☐
Perform sweep tests on transmission lines.	☑	☐
Provide and install attachment hardware for supporting transmission lines on antenna support structure.	☑	☐
Supply and install ground buss bar at the bottom of each antenna support structure.	☑	☐
Deliverable: Antennas installed and grounded.		
ASTRO 25 Core and Remote Site installation and Configuration		
Configure ASTRO 25 system to support the new RF sites.	☑	☐
Integrate the RF sites into the system to ensure proper operation.	☑	☐
Deliverable: ASTRO 25 Core and remote site equipment installation completed.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	☑	☐
Verify that all audio and data levels are at factory settings.	☑	☐
Verify communication interfaces between devices for proper operation.	☑	☐
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	☑	☐
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	☑	☐
Witness the functional testing.	☐	☑
Document all issues that arise during the acceptance tests.	☑	☐
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	☑	☐
Resolve any minor task failures before Final System Acceptance.	☑	☐
Document the results of the acceptance tests and present for review.	☑	☐
Review and approve final acceptance test results.	☑	☐
Document all issues that arise during the acceptance tests.	☑	☐
Document the results of the acceptance tests and present to the Customer for review.	☑	☐
Deliverable: Completion of functional testing and approval by Customer.		
Coverage Testing		
Determine the required number of test vehicles for simultaneous testing of multiple service areas.	☑	☑

Tasks	Motorola Solutions	Wilco
Perform coverage testing according to the Coverage Acceptance Test Plan (CATP), Submit test reports within the agreed period.	☑	☐
For any area that fails, take corrective action.	☑	☐
Retest any areas for which corrective action has been taken.	☑	☐
Document all issues that arise during the coverage testing.	☑	☐
Submit final test reports, according to the agreed period.	☑	☐
Provide the required number of test vehicles, drivers, and resources to witness the coverage testing.	☐	☑
Review and approve test results.	☐	☑
Deliverable: Completion of coverage testing and approval by Customer.		
Cutover		
Finalize Cutover Plan.	☑	☑
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.	☐	☑
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.	☐	☑
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	☑	☐
Notify the personnel affected by the cutover of the date and time planned for cutover.	☐	☑
Provide ongoing communication with users regarding the project and schedule.	☑	☑
Cut over users and ensure that user radios are operating on system.	☐	☑
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	☑	☐
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.	☐	☑
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	☑	☐
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	☑	☐
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	☑	☐
Deliverable: Service information delivered and approved by Customer.		
Finalize Documentation and System Acceptance		

Tasks	Motorola Solutions	Wilco
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	☑	☐
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following:	☑	☐
• Site Block Diagrams.		
• Site Floor Plans.		
• Site Equipment Rack Configurations.		
• Antenna Network Drawings for RF Sites (where applicable).		
• ATP Test Checklists.		
• Functional Acceptance Test Plan Test Sheets and Results.		
• Equipment Inventory List.		
• Maintenance Manuals (where applicable).		
• Technical Service Manuals (where applicable).		
Drawings will be delivered in Adobe PDF format.		
Receive and approve documentation.	☐	☑
Execute Final Project Acceptance.	☑	☑
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

3.2 CIVIL DEVELOPMENT

1. **Site Development at Williamson County Florence Yard Site**
   Site Scope Summary

♦Engineering services for site drawings and regulatory approvals – Included.

♦Zoning Services – Included

♦New fenced compound/expansion size – up to 55-foot x 55-foot.

♦Clearing type – Light.

♦Road length requiring improvement – up to 150 feet.

♦New shelter size, 12' x 34' with indoor Diesel Generator

♦New generator size – 80 kW, Diesel – Indoor

♦New fuel tank size – 322 gallons, Diesel sub-base.

♦New tower to be used for antennas – 380-foot self-supported tower.

♦New tower foundation size – up to 210 cubic yards, Type – Pier and pad.

Motorola Responsibilities:

Site Zoning

♦Coordinate zoning and permitting of the new tower site such that it is in full compliance with applicable jurisdictional requirements.

Site Engineering

♦Prepare site construction drawings showing the layout of various new and existing site components.

♦Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).

♦Perform a boundary and topographic survey for the property on which the communication site is located or will be located.

♦Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.

♦Prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail.

♦Prepare record drawings of the site showing the as-built information.

♦Perform construction staking around the site to establish reference points for proposed construction.

♦Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a

significant environmental impact" and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included. Perform Cultural Resource studyas needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction

♦Conduct up to 80-foot deep soil boring test at each tower leg, backfill holes with spoils and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) - mounted rig is not included.

♦Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.

♦Check tower erection for plumbness, linearity and alignment after installation.

♦Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the "Site Plans" and document any deviations or violations.

♦Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing.

Site Preparation

♦Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.

♦Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

♦Perform light clearing of brush, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (up to 11,025 square feet).

♦Perform clear light brush, grub roots and dispose vegetation and shrub growth in a 15-foot wide access road to the site (not to exceed 150 feet in length).

♦Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 7,225 square feet).

♦Supply and install gravel surfacing to a depth of 6 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 5,041 square feet).

♦Provide a 15-foot wide access road (not to exceed 150 feet in length), including surface grading and graveling

♦Provide silt fence around the compound to control soil erosion (not to exceed 260 linear feet).

♦Supply and install 8-foot high chain-link fencing with a ten-foot wide gate around the shelter compound (not to exceed 260 linear feet).

♦Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

♦Construct 1 reinforced concrete foundation necessary for shelter and generator foundation.

♦Supply and install one (1) shelter at site.

♦Supply and install one 120/240-volt, 300-amp, single-phase meter pedestal and hook-up for electrical service by the local utility.

♦Provide all trenching, conduit, and cabling necessary for underground hook-up of power to the shelter from nearby utility termination located within 50 cable feet of the shelter.

♦Supply and install a perimeter grounding system with ground radials around the new site components (tower, shelter, generators, etc.) to meet current Motorola's R56 standards

♦Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.

♦Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).

Tower Work

♦Construct pier and pad type tower foundations including excavation, rebar and concrete (not to exceed 135 cubic yards).

♦Erect new 380-foot self-supported tower with strobe lighting.

♦Supply and install grounding for the tower-base for self-supported towers

Antenna and Transmission Line Installation

♦Install 3 antenna(s) for the RF system.

♦Install 1 GPS antenna(s).

♦Install 1 tower top amplifier(s).

♦Install up to 400 linear feet of 1/2-inch transmission line.

♦Install up to 400 linear feet of 7/8-inch transmission line.

♦Install up to 400 linear feet of 1-1/4-inch transmission line.

♦Perform sweep tests on transmission lines.

♦Provide and install attachment hardware for supporting transmission lines on the antenna support structure every three feet.

♦Supply and install 6 ground buss bars for grounding RF cables.

Existing Facility Improvement Work

♦Supply and install up to 10 20-amp breakers in the distribution panel and wire to outlets located on an average within 35 cable feet.

♦Ground all new metallic objects in the interior of the existing room, to meet current Motorola's Standards and Guidelines for Communications Sites (R56) requirements and terminate near equipment locations.

Miscellaneous Work

♦Estimated Tribal fees included

♦Procure and install new entry port for shelter

Williamson County Responsibilities:

♦If required, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.

♦As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.

♦Pay for all utility connection, pole or line extensions, and any easement or usage fees.

♦Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.

♦Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an on-going basis.

♦Pay for application fees, taxes and recurring payments for lease/ownership of the property.

♦Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.

♦As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system in order to comply withNFPA 70, Article 708

♦Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.

♦Provide a right of entry letter from the site owner for Motorola to conduct field investigations.

♦Provide additional temporary space for staging of the construction equipment during the construction of new site facilities (tower, shelter, generator, fuel tank etc.).

♦Provide space, HVAC, backup power (UPS, generator), grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.

♦Confirm that there is adequate utility service to support the new equipment and ancillary equipment.

♦Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.

♦If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.

Assumptions:

♦No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work.

♦All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).

♦All recurring and non-recurring utility costs [including, but not limited to, generator fuel, electrical, Telco] will be borne by the Customer or site owner.

♦Site will have adequate electrical service for the new tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included.

♦Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.

♦Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.

♦A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.

♦No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.

♦If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.

♦In absence of geotechnical reports, foundations and subsurface conditions for tower design are based on Presumptive Sand soil parameters, as defined by EIA-222. Also, rock coring, piling, extensive dewatering of foundations, permanent casings or hazardous material removal has not been included.

♦For zoning approvals, a maximum of 60 days will be required from time of submittal with attendance at maximum of two (2) required planning meetings.

♦The new tower location will pass the FAA hazard study, zoning, FCC and environmental permitting.

♦The restoration of the site surroundings by fertilizing, seeding and strawing the disturbed areas will be adequate.

♦Tower and foundation sizing is based on the tower loading requirements as a result of the RF Antenna System design and the Microwave Antenna System design (i.e. - dish sizes and locations obtained from paper path studies).

If after physical path studies, the dish sizes and locations change, then Motorola will then review the impact to tower structure and foundations and revise applicable costs.

♦If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communications facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included.

♦A waiver to zoning requirements like setbacks, tower height limitations, etc. can be obtained.

♦The soil resistivity at the site is sufficient to achieve resistance of ten (10) ohms or less.Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Communications Sites (R56).

♦Underground utilities are not present in the construction area, and as such no relocation will be required.

♦The existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10 ohms or less. Communication site grounding will be designed and installed per Motorola's R56 standards.

♦AM detuning or electromagnetic emission studies will not be required.

♦Protective grating over microwave dishes or the communications shelter has not been included in this proposal.

♦Restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate.

♦The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.

♦Underground utilities are not present in the construction area and as such no relocation will be required.

♦Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.

♦The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.

♦The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.

♦A clear obstruction-free access exists from the antenna location to the equipment room.

Civil Work

Site Development at Will Co old Florence Site

Site Scope Summary

♦Engineering services for site drawings and regulatory approvals – Not included.

♦Existing tower – 300 ' Self supported Tower.

Motorola Responsibilities:

Site Preparation

♦Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

♦Matts for crane

♦Retrieve MSB from old site and transport it 30 miles, and offload at Wireless Communication Building center for storage.

♦Demo of Ice bridge, 25' x 50', fencing, foundation.

♦Remove existing Will Co antennas, dish, TTA, and coax

Customer Responsibilities:

♦Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.

♦Provide a right of entry letter from the site owner for Motorola to conduct field investigations.

Assumptions:

♦No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work

♦All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).

♦Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.

♦No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.

♦If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.

♦Restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate.

Completion Criteria

♦Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any customer/Motorola approved changes) and approved by Florence DPS.

This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur.

♦All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and customer prior to project kick off; vendor solely responsible for conducting, coordinating and paying for all jurisdictional testing and inspections).

♦Motorola site development checklist shall be completed and signed off by contractor prior to customer inspection. (Review with project team and customer and amend checklist as required at project kick off or before work begins).

♦Site turn-over package completed and turned over to Motorola (As defined and agreed to with project team and customer).

♦All punch list and deficiencies shall be completed prior to customer and Motorola inspections.

Use or disclosure of this proposal is subject
to the restrictions on the disclosure page.

3.3 ACCEPTANCE TEST PLAN

Acceptance of the Simulcast Expansion project is based partially on completion of a Functional Acceptance Test Plan (FATP) and a Coverage Acceptance Test Plan (CATP) for the Florence site area. The site area for coverage testing shall be discussed and agreed upon during the Contract Design Review.

3.3.

3.3.1 Functional Acceptance Test

The FATP tests the functionality of the installed equipment included as part of this project to verify operation. Typical trunking features, such as Talkgroup Call and Patch Call will be tested, as well as applicable failure scenarios, such as Loss of Ethernet Switch and Loss of AC Service. A detailed Acceptance Test Plan will be presented and reviewed with Williamson County during the Contract Design Review (CDR). A high level acceptance test plan is presented below.

The proposed Florence Simulcast Site will be considered accepted after successful completion of the following tests:

- Verification of optimization parameters such as repeater power out and antenna sweeps.
- Completion of the FATP.
- Completion of a CATP.

3.3.2 Radio System - Coverage Acceptance Test for Florence Site

The radio system coverage is largely dependent upon the number of RF sites, their geographical locations, and their antenna heights. For this proposal, Williamson County provided Motorola with the location of its new Florence tower site as a preferred site location.

The CATP is for covered area reliability and tests the reliability of the painted coverage area shown on the coverage map for the new Florence RF site. The area to be tested will be for the new Florence site only, or as agreed upon between Motorola and Williamson County, and will be divided into one-square-mile test tiles. Smaller test tiles may be required to get enough test tiles to provide a reliable and statistically valid test. A Motorola representative and a Williamson County representative will test each grid that is completely painted by the coverage map for the Florence site. Each grid test will consist of a subjective talk-and-listen test, in which outbound audio to the team from dispatch and inbound audio from the team to dispatch is compared against the Delivered Audio Quality (DAQ) 3.4 requirement. All grids in which inbound and outbound audio pass the DAQ 3.4 test on the first try are considered a pass. In the event that inbound or outbound audio does not pass on the first try, one retry is allowed, for which the Williamson County representative will turn and take one step in any direction and repeat the test process. Inaccessible painted tiles will be excluded from the test, meaning they will not be counted as pass or fail, and will not be included in the total number of tested tiles. The final reliability will be calculated by dividing the number of passed tiles by the total number of tiles tested; a result of 95% or better will be considered a passed CATP.

A CATP (Coverage Acceptance Test Plan) for the VHF paging repeater is not included in this proposal.

SECTION 4

SUPPORT PLAN

Motorola will warrant and provide additional above-warranty services for the proposed equipment in accordance with the warranty and service provisions of the existing contract.

Use or disclosure of this proposal is subject
to the restrictions on the disclosure page.

SECTION 5

PRICING

Please see the pricing summary included below.

5.1 EQUIPMENT AND SERVICES SUMMARY

Description	Price
Florence Project Total	$2,403,179
HGAC Contract / City of Austin Pricing Discounts	($275,647)
Services During the Warranty Period	
Additional Incentive if we receive PO and Signed Contract by 4-30-18	($200,000)
System Discount	
Tax	
TOTAL SYSTEM	$1,927,532

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to the restrictions on the disclosure page.

SECTION 6

CONTRACTUAL DOCUMENTATION

Motorola proposes to include the equipment and services in the proposed solution as an amendment to the existing contract between Williamson County and Motorola.

SYSTEM PURCHASE AGREEMENT (Radio Systems)

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller") and _____, a body corporate and politic ("Purchaser").

WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Purchaser; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Purchaser) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract dated as of May 1, 2015 (the "Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

Exhibit A General Provisions.

Exhibit B Motorola Software License Agreement.

Exhibit C Technical and Implementation Documents, consisting of: _____ all dated _____.

Exhibit D Motorola/H-GAC Contract dated May 1, 2015.

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment and software as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

(1) Provide a designated Project Director.

(2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.

(3) Provide adequate telephone or other communications lines (including modem access and adequate interfacing networking capabilities) for the installation, operation and support of the equipment.

(4) Provide adequate space, air conditioning and other environmental conditions, and adequate and appropriate electrical power outlets, distribution, equipment and connections for the installation, operation and support of the equipment.

(5) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola and set forth in Exhibit C. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price or schedule adjustments are necessary as a result of these new or replacement sites, such adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement is predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, adverse environmental and/or latent conditions at any site differing from those indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall

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promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

Section 4 PERIOD OF PERFORMANCE

A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within the time interval specified in Exhibit C (if applicable). A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B. Whenever a party knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, the party shall within thirty (30) days give the other party notice thereof and may request an extension of time to perform the work.

C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that Purchaser will accept shipment, and make payment as required by this Agreement.

D. It is also agreed that equipment shipping dates reflected in this Agreement are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

Section 5 ACCEPTANCE CRITERIA

A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems or phases. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

Section 6 PAYMENT SCHEDULE

A. Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of _____ ($_____), which includes the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B. Payments to Motorola shall be made according to the following milestones:

1. 20% of the total contract price is due upon completion of kick off / design review;

2. 60% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;

3. 10% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and

4. 10% of the total contract price will be invoiced immediately after System Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. Payments to Motorola shall be made as follows:

(i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.

(ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of Motorola/H-GAC Contract dated May 1, 2015.

F. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

Section 7 PROJECT MANAGEMENT

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

Section 8 NOTICE ADDRESSES

A. Motorola Solutions, Inc.
1303 East Algonquin Road
Schaumburg, IL 60196
Attn.: Law Department

B.

C. Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Attn.: Public Services Manager

Section 9 ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

The main body of this Agreement.

Exhibit A General Provisions.

Exhibit B Motorola Software License.

Exhibit C Technical and Implementation Documents, consisting of: _____.

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable)

Exhibit D Motorola/H-GAC Contract dated _____.

Section 10 DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola and the Purchaser will bear their own costs but will share the cost of the mediator equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. All communications pursuant to the negotiation and mediation will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 11 SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

Section 13 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 6 (Payment Schedule) if any payment obligations exist; Section 9 (Order of Precedence); Section 10 (Disputes); Section 11 (Severability); Section 12 (Headings and Section References); Section 13 (Survival of Terms) and Section 14 (Full Agreement).

Section 14 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA SOLUTIONS, INC.	**PURCHASER**
By: _____ (Signature)	By: _____ (Signature)
Name: _____ (Print - Block Letters)	Name: _____ (Print - Block Letters)
Title: _____ (Print - Block Letters)	Title: _____ (Print - Block Letters)
Date: _____	Date: _____

EXHIBIT A
GENERAL PROVISIONS
MOTOROLA SOLUTIONS, INC.

Section 1 STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

Section 2 TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

Section 4 CHANGES IN THE WORK

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

Section 5 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action shall be brought for any breach of this contract more than two (2) years after the accrual of such cause of action except for money due upon an open account.

Section 6 EXCUSABLE DELAYS

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 7 DEFAULT

A. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by Purchaser for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Purchaser is the defaulting party, Motorola may stop work on the project until it approves the Purchaser's cure plan.

B. If a defaulting party fails to cure the default as provided above in Section 7.A, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting party will promptly return to the non-defaulting party any of its confidential information. If Purchaser is the non-defaulting party, terminates this Agreement as

permitted by this Section, and completes the System through a third party, Purchaser may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the contract price. Purchaser will mitigate damages and provide Motorola with detailed invoices substantiating the charges. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 8 DELAYS BY PURCHASER

If the Purchaser is responsible for delays in the schedule set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays if Motorola requests compensation. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 9 LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

Section 10 INDEMNIFICATION

Motorola agrees to and hereby indemnifies and saves Purchaser harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 11 WARRANTIES

A. WARRANTY PERIOD. Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software

is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. SYSTEM FUNCTIONALITY. Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola's control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola's control, including Purchaser or its employees, contractors, consultants or agents.

C. EQUIPMENT WARRANTY. Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.

b) Defects or damage occurring from misuse, accident, liquids, neglect or acts of God.

c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this System Purchase Agreement.

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.

e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.

f) Equipment that has had the serial number removed or made illegible.

g) Batteries (because they carry their own separate limited warranty).

h) Freight costs to the repair depot.

i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.

j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.

k) Software.

l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 12 CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and/or CONFIDENTIAL will be released as necessary under the following conditions:

(1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.

(2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.

(3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

Section 13 SOFTWARE LICENSE

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software pursuant to the Software License Agreement, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply and and the copyright owner will have all of Motorola's rights and protections under the Software License Agreement.

Section 14 PATENT INDEMNIFICATION

A. Motorola will defend at its expense any suit brought against Purchaser to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Purchaser promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Purchaser providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the

same conditions, Motorola will pay all damages finally awarded against Purchaser by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

B. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Purchaser the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Purchaser a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

C. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Purchaser's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Purchaser to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Purchaser extend in any way to royalties payable on a per use basis or the Purchaser's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Purchaser from sales or license of the infringing Motorola Product.

D. This Section 14 provides Purchaser's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Purchaser has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 5.

Section 15 DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 16 WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise a right or power hereunder shall not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

Section 17 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 18 ASSIGNABILITY

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Purchaser. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement..

Section 19 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2 (Taxes); Section 5 (Limitation of Liability); Section 7 (Default); Subsection 11.F (Disclaimer of Implied Warranties); Section 12 (Confidential Information); Section 13 (Software License); and Section 16 (Waiver); Section 17 (Governing Law) and Section 19 (Survival of Terms).

Section 20 ADMINISTRATOR LEVEL ACCOUNT ACCESS

Motorola will provide Purchaser with Administrative User Credentials. Purchaser agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Purchaser is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Purchaser may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Purchaser understands that changes made as the Administrative User can significantly impact the performance of the System. Purchaser agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User

may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Purchaser and Purchaser will pay Motorola on a time and materials basis for resolving the issue.

Section 21 MAINTENANCE SERVICE

If this Agreement contains a Warranty and Maintenance Plan, then, during the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Warranty and Maintenance Plan and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services during the Warranty Period, or any maintenance and support services after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance and support will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable

prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and confidential information and are Motorola's trade secrets. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Motorola. Licensee will take necessary and appropriate precautions to maintain the confidentiality and guard against the unauthorized disclosure of the Software and Documentation. Licensee will limit access

to the Software and Documentation only to Licensee's employees who "need to know" and are authorized to use the Software and Documentation as permitted by this Agreement.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be

guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

Exhibit C

Technical and Implementation Documents

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

Exhibit D

Motorola/H-GAC Radio Communications Equipment & Systems Agreement

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

Exhibit E

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER Contact

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it

under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writing unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties**.**

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola’s property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Texas.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
MOTOROLA SOLUTIONS, INC.
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2015, and to continue through April 30, 2018 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR.** The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS.**

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **RA05-15**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **RA05-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

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Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR .**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC. H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives. shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR** at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to **H-GAC** on a basis that provides prices more favorable than those provided to **H-GAC**, **CONTRACTOR** shall within ten (10) business days thereafter notify **H-GAC** of that offering. The contract with **H-GAC** shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same quantity discount to **H-GAC** and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to **H-GAC**.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "*pre-existing contracts*" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e 5/1/15.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars ($1,000,000.00) and above). The term "*Communications System*" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine. *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

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ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with **H-GAC's** policies and procedures, at contracted prices, and shall include approved order processing charges.
2. **END USER** will access the Cooperative Purchasing Program through the **H-GAC** website and /or by submission of any duly

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executed purchase order to a contractor having a valid contract with **H-GAC** and in a format acceptable to **H-GAC**.

3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.
4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and (2) **H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR's**,documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than $100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in Any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of $100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC's** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER.** All required equipment tests shall be borne by **CONTRACTOR.**
9. **CONTRACTOR** shall promptly provide **H-GAC** and **END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F.O.B. **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER's** purchase order for delivery of any products/services has received **H-GAC's** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston Area Council, Houston, Texas: _____
Jack Steele, Executive Director

Attest for Houston-Galveston Area Council, Houston, Texas: _____
Deidre Vick, Director of Public Services
Date: May 5, 2015

Signed for Motorola Solutions, Inc. Farmers Branch, Texas: _____

Printed Name & Title: Edward Fuerst MSSSI Vice President

Date: 4/30 2015

Attest for Motorola Solutions, Inc. Farmers Branch, Texas: _____

Printed Name & Title: Howard Chercoe MSSSI V.P.

Date: 4/30 2015

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Attachment A

Motorola Solutions, Inc.

Radio Communication/Emergency Response & Mobile Interoperability Equipment

Contract No.: RA05-15

Product Category	Description	Base Offered Price
OA, OB, OC	***Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.***	See APC Discounts per ECAT Pricebook Effective 2/14/2015
OD	**Motorola Integration Services LMR**	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	Project Management Daily Rate*	$ 1,818.00
OD	System Technologist Daily Rate*	$ 2,173.00
OD	Standard Shop Installation: Hourly Rate*	$ 150.00
OD	Standard Shop Installation: Daily Rate*	$ 1,200.00
OD	Mobile Radio Installation*	$180-$500
OD	Radio Programming*	$55-$125
OD	Data Installation*	$180-$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
OD	**Motorola Integration Services Advanced Services**	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	NG9-1-1 Consolting Services-Daily Rate*	$1,694
OD	Security Project/Program Management-Daily Rate*	$1,694
OD	Wireless Security Technician-Daily Rate*	$1,580
OD	Security Penetration Tester (Wired Network)-Daily Rate*	$1,580
OD	Secutriy Trainer-Daily Rate*	$1,328
OD	Application Security Code Reviewer-Daily Rate*	$2,033
OD	IT Incident Response and E-Discovery Assitance-Daily Rate*	$1,694
OD	IT Disaster Recovery Planner-Daily Rate*	$1,580
OD	IT Disaster Recovery Plan Tester-Daily Rate*	$1,580
OD	Buisness Continuity/Continuity of Government Planner-Daily Rate*	$1,580
OD	Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*	$1,580
OD	Mobile Application Services Project Management-Daily Rate*	$565
OD	Mobile Application Services Solution Architech-Daily Rate*	$2,033
OD	Mobile Application Services Application and Solution Design-Daily Rate*	$2,033
OD	Mobile Application Services Application and Solution Implementation-Daily Rate*	$2,033
OD	Application Integration and Customization Services Project Management-Daily Rate*	$1,694
OD	Application Integration and Customization Services Solution Architech-Daily Rate*	$2,033
OD	Application Integration and Customization Services Application and Solution Design-Daily Rate*	$2,033
OD	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	$1,694
OD	Unified Communications Services Project Management-Daily Rate*	$1,694
OD	Unified Communications Services Solution Architech-Daily Rate*	$2,033
OD	Unified Communications Services Application and Solution Design-Daily Rate*	$2,033
OD	Unified Communications Services Application and Solution Implementation-Daily Rate*	$1,694

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OD	Consulting Services Project Management-Daily Rate*	$1,694
OD	Consulting Services System Engineer-Daily Rate*	$1,694
OD	Consulting Services Solution Architech-Daily Rate*	$2,033
OD	Consulting Services Internet Protocol Network Accessment-Daily Rate*	$2,033
OD	Consulting Servics IP Network Design and Integration-Daily Rate*	$2,033
OD	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	$2,033
OD	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	$2,033
APC DISCOUNTS PER ECAT PRICEBOOK		
001	Portable Radiophone (Portables)	20%
020	CAD Equipment	List
039	CAD Equipment	5%
068	CAD Equipment	10%
232	CAD Equipment	5%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
548	CAD Equipment	10%
702	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%

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740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

904	Lifecycle Services	List
905	Lifecycle Services	List
051	LTE	10%
052	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
375	LTE	List
708	LTE	17%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15.00%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
941	Paging/Recievers	15%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
037	Portable Radiophone (Portables)	10%
087	Portable Radiophone (Portables)	10%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
458	Portable Radiophone (Portables)	20%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	20%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25.00%
756	Portable Radiophone (Portables)	25.00%

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
279	Records Management Software	List
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List
769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
080	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
606	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
Motorola SOLUTIONS Statement of Work Contract
Williamson County Florence Site Relocation

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is 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 "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. (hereinafter "Motorola"). Customer agrees to engage Motorola as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Waiver of Sovereign Immunity or Powers: Nothing in this contract will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

II.

No Assignment: Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

Compliance With All Laws: Motorola agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

Payment: 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.

Right to Audit: Motorola agrees that Customer 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 Motorola which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Customer shall have access during normal working hours to all necessary Motorola facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Motorola reasonable advance notice of intended audits.

VII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

VIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals this the 9 day of April, 2018.

WILLIAMSON COUNTY:	Motorola:
_____	_____
Authorized Signature	Authorized Signature

Commissioners Court - Regular Session **49.**

Meeting Date: 03/19/2019

WCEMS - HFD ILA

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding an Interlocal Agreement between Williamson County and Williamson County Emergency Services District #3 for the establishment of ambulance and personnel housing at Hutto Fire Station #2.

Background

This established an Interlocal Agreement with Williamson County ESD #3 for establishing EMS ambulance housing at Hutto Fire Station #2. This agreement has been reviewed by Williamson County legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCEMS - HFD ILA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/05/2019 02:35 PM
County Judge Exec Asst.	Andrea Schiele	03/06/2019 08:35 AM
Form Started By: Michael Knipstein		Started On: 03/05/2019 12:03 PM
Final Approval Date: 03/06/2019		

INTERLOCAL AGREEMENT
BETWEEN
WILLIAMSON COUNTY
AND
WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
FOR
ESTABLISHING EMS AMBULANCE AND PERSONNEL HOUSING
AT
THE HUTTO FIRE STATION No. 2
(Swindoll Lane off FM 1660)

THIS AGREEMENT ("Agreement") is made and entered into by and between Williamson County, a political subdivision of the State of Texas (the "County"), and Williamson County Emergency Services District No. 3 ("ESD No. 3"), for establishing housing of County Emergency Medical Services ("EMS) and Personnel in the Hutto Fire Station No. 2 ("Station"). The County and ESD No. 3 are referred to collectively herein as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties are local governments as that term is defined in Section 791.011 of the Texas Government Code; and

WHEREAS, the Parties find that this Agreement is necessary for the benefit of the public; that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; that any division of cost fairly compensates the performing Party for services performed under this Agreement; and the performance of this Agreement is in the common interest of both Parties; and

WHEREAS, the County desires to house Emergency Medical Services ("EMS") crews at a certain Hutto Fire Station, specifically, Fire Station No. 2 located at Swindoll Lane off FM 1660, Hutto, Texas; (the "Station") while such crews are not actively responding to an EMS call for service; and

WHEREAS, the County's ability to house EMS crews at the Station will enable County EMS crews to more effectively respond to locations that are in close proximity to the Station; and

WHEREAS, ESD No. 3 currently has available an area at the Station to serve the needs of a County EMS crew; and

WHEREAS, ESD No. 3 is willing to provide an area at the Station to the County as set forth herein and the County desires to occupy such area at the Station for the purposes set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

II. TERMS AND CONDITIONS

A. Primary Obligations of ESD No. 3. ESD No. 3 agrees to provide the County with the following:

1. One covered vehicle bay at the Station to house one County EMS ambulance;
2. The sole use of two bedrooms, one office space, an area in the vehicle bay for oxygen storage, and storage area for medical supplies; and
3. Reasonable shared use of one additional bedroom on an as needed basis and the reasonable usage of the common facilities in the Station, which shall include but not be limited to the dining area, day room(s), kitchen, laundry, supply closets, food locker, restrooms (bath/showers and toilets) as well as all amenities within the Station. ESD No. 3 shall determine, in cooperation with the County, what constitutes reasonable use by the County.

ESD No. 3 agrees to provide the County with the enjoyment and peaceful possession of the above-described areas during the term of this Agreement. In the event the above- described areas are not available in the Station, ESD No. 3 and County may agree upon alternative areas acceptable to both Parties.

B. Consideration. The County agrees to pay the amount of $300,000.00 toward the construction costs of an ambulance bay and provide any necessary improvements to the EMS sole occupied space to prepare same as move-in ready.

C. Payment of County's Financial Contribution: The County's payment shall be upon completion of the project. Billing will also occur at the completion of the project by ESD No. 3, and payment for any invoice is due within thirty (30) days of receipt by The County's Auditor. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code.

D. Term. This Agreement shall be effective upon the approval of the governing bodies of County and ESD No. 3, signed by the authorized individuals ("Effective Date"), and shall continue in force for ten (10) years or until such times as either Party terminates the Agreement as provided herein. After that initial term, this Agreement will automatically renew for successive terms of one (1) year each unless otherwise terminated as set out herein.

E.

F. Removal of County's Improvements. Upon the termination of this Agreement, County shall remove its personal property and may remove any of the improvements that the County made to the Station, so long as the removal of such improvements does not unreasonably damage the Station. In the event any damage is caused during the removal of such improvements, the County shall be obligated to repair or cause to be repaired any damage resulting from the removal of its improvements, normal wear and tear excepted.

G. Condition of the Station. The County shall not be responsible for maintaining and/or repairing: the Station' roof, foundation, parking, grounds, common areas, the structural soundness of the exterior walls, building exterior, electrical systems, plumbing systems, HVAC system, and all amenities within the Station. Except as noted above, the County shall repair, maintain and keep in a clean and neat condition all areas solely used by the County's EMS crew. The County and ESD No. 3 shall work in cooperation with one another in keeping the commonly used areas clean and neat.

H. Use of Premises. The County may only use the designated areas of the Station for the express purposes set forth herein. Use of the Station for any other purpose, shall require the written consent of ESD No. 3. The County shall not make any alterations, additions, improvements, to the Station without the prior written consent of ESD No. 3. This includes the installation of any equipment. The County shall perm it ESD No. 3 to enter, inspect, and make such repairs to its designated areas of the Station as often as ESD No. 3 reasonably desires at any reasonable time. The County agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements that are mandated by any and all state, federal and local accessibility legal requirements and that become necessary due solely to the County's use of the Station ("accessibility alterations"). In the event any alterations, additions, or improvements in or to the Station are made necessary by reason of the special use and occupancy by County and, provided that ESD No. 3 grants its prior written permission to County regarding such alterations, additions or improvements, County agrees that it will make all such alterations, additions, and improvements in or to the Station at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy.

I. Utilities and Service. ESD No. 3 shall provide and maintain, at its sole cost, the mains, conduits and other facilities necessary to dispose of garbage, water, gas, electricity, telephone, cable, internet services and sewage service to the Station. If any of the equipment or machinery necessary or useful for the provision of any of the above services breaks down or for any cause ceases to function properly, ESD No. 3 shall use reasonable diligence to repair the same promptly. If any of the area solely occupied by a County's EMS crew is in need of maintenance or repairs as solely determined by ESD No. 3, the County shall be financially responsible for any maintenance and/or repairs other than the above described services.

J. Damage or Injury. ESD No. 3 and County agree that if either of them is solely negligent in causing real or personal property damage or personal injury to the other that such party

will pay for the actual cost and expenses incurred for such damage or injury to the extent permitted by law.

K. Default. Either Party's failure to comply with any provision of this Agreement shall be considered a default. In the event that either Party defaults under this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying such default. If the defaulting Party has not cured such default within thirty (30) days after its receipt of such written notice, or, if the default cannot with due diligence be cured within a 30-day period and the defaulting Party has not commenced and proceeded diligently to cure such default, then the non-defaulting Party may terminate this Agreement. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies that may be available in this Agreement and/or under the law. The Parties have a duty to mitigate damages.

III. GENERAL PROVISIONS

A. Payments. Any payment made by a Party pursuant to this Agreement shall be made out of current revenues available to said Party as required by the Interlocal Cooperation Act. The Parties agree that there will be no monthly rental cost associated with this Agreement. Any payments for goods and services shall be governed by Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

B. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of Williamson County and of ESD No. 3.

C. Tax Exempt. 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 Ann. § 151.309, as amended, and the services subject hereof are being secured for use by County. Exemption certificates will be provided upon request.

D. 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.

E. Notices. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

ESD No. 3:	Williamson County Emergency Services District No. 3 P.O. Box 175 Hutto, Texas 78634
With Copy to:	Scott D. Kerwood, Fire Chief Hutto Fire Department 501 Exchange Blvd. Hutto, Texas 78674
County:	Williamson County Judge 710 Main Street, Suite 101 Georgetown, Texas 78626
With Copy to:	Williamson County EMS c/o: Mike Knipstein, Director P.O. Box 873 Georgetown, Texas 78627

F. 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 Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

G. Dispute Resolution. 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, claim for benefits, 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 at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

H. Termination for Convenience.

1.) The County may terminate this Agreement for convenience and without cause or further liability upon one hundred eighty (180) days written notice to ESD No. 3.

2.) Following the expiration of five (5) years from the date of final completion of construction of the Station, the ESD No. 3 may terminate this Agreement for convenience with or without cause or further liability upon one hundred eighty (180) days written notice to County, and the ESD No. 3 subject to the reimbursement provision set forth in Paragraph III, Subsection (I) of this Agreement.

3.) All parties to the contract may terminate upon written mutual consent signed and dated by all parties to this agreement setting forth the agreed upon date of termination.

4.) After the initial term of ten (10) years is completed, all parties to the contract may terminate this Agreement for convenience and without cause or further liability upon one hundred eighty (180) days written notice to the other party.

I. Reimbursement of Funds. Despite the agreed upon financial contribution by the County set forth above in Paragraph II, Subsection (B), ESD NO. 3 agrees to return a pro rata portion of funds to the County of the monies distributed to ESD NO. 3 if the Parties fail to achieve the intended long-term relationship or ESD NO. 3 exercises its termination for convenience option during years six through ten (6-10) of the initial term. Specifically, one half of the County's financial contribution or $150,000.00 must be returned by ESD No. 3 if it exercises termination for convenience or opts out in year six (6), and each subsequent year will be reduced by $30,000.00 in reimbursement obligation by ESD No. 3 if it exercises its termination for convenience or opts out in years seven through ten (7-10) as follows: ESD No. 3 shall reimburse the County $120,000.00 if it exercises termination for convenience or opts out in year seven (7); ESD No. 3 shall reimburse the County $90,000.00 if it exercises termination for convenience or opts out in year eight (8); ESD No. 3 shall reimburse the County $60,000.00 if it exercises termination for convenience or opts out in year nine (9); and ESD No. 3 shall reimburse the County $30,000.00 if it exercises termination for convenience or opts out in year ten (10) without completing the initial term.

J. 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.

K. 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.

L. 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 the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do 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.

M. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

N. No Agency Relationship: It is understood and agreed that County shall not in any sense be considered a partner or joint venture with ESD No. 3, nor shall any of the parties in any manner hold themselves out as an agent or official representative of The County.

O. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties 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 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.

EXECUTED TO BE EFFECTIVE this 28 day of February, 2019.

WILLIAMSON COUNTY, TEXAS	WILLIAMSON COUNTY ESD #3
By: _____	By: _____
Bill Gravell Jr.	Bill Brown
Title: Williamson County Judge	Title: Board President
Date: _____	Date: 28 February 2019

Commissioners Court - Regular Session **50.**

Meeting Date: 03/19/2019

WCEMS - CPFD ILA

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding an Interlocal Agreement between Williamson County and the City of Cedar park for the establishment of ambulance and personnel housing at Cedar Park Fire Stations.

Background

This establishes and Interlocal Agreement with the City of Cedar Park for the continued housing of Williamson County response resources at Cedar Park Fire Stations.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCEMS - CPFD ILA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/08/2019 01:18 PM
County Judge Exec Asst.	Andrea Schiele	03/08/2019 04:17 PM
Form Started By: Michael Knipstein		Started On: 03/08/2019 10:30 AM
Final Approval Date: 03/08/2019		

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF CEDAR PARK, TEXAS FOR THE ESTABLISHMENT OF EMS AMBULANCE AND PERSONNEL HOUSING AT CEDAR PARK FIRE STATIONS

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between the undersigned Local Governments of the State of Texas, namely Williamson County, a political subdivision of the State of Texas (the "County"), and the City of Cedar Park, Texas, a home rule municipal corporation (the "City"), both acting by and through their duly authorized representatives, pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code, Section 791 et seq. The County and the City are referred to collectively herein as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties are local governments as that term is defined in Section 791.003 of the Texas Government Code; and

WHEREAS, the Parties find that this Agreement is necessary for the benefit of the public; that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; that any division of cost fairly compensates the performing Party for services performed under this Agreement; and the performance of this Agreement is in the common interest of both Parties; and

WHEREAS, the County desires to house Emergency Medical Services ("EMS") crews at certain Cedar Park Fire Stations, specifically, Fire Station No. 2 located at 1570 Cypress Creek Rd., Cedar Park, Texas; Fire Station No. 3, located at 1311 Highland Dr., Cedar Park, Texas; Fire Station No. 4, located at 150 Church Park Rd., Cedar Park, Texas; and Fire Station No. 5, located at 1501 Cottonwood Creek Trail, Cedar Park, Texas (collectively the "Stations") while such crews are not actively responding to an EMS call for service; and

WHEREAS, the County's ability to house EMS crews at the Stations will enable County EMS crews to more effectively respond to locations that are in close proximity to the Stations; and

WHEREAS, the City currently has available an area at the Stations to serve the housing needs of a County EMS crew; and

WHEREAS, the City is willing to provide an area at the Stations to the County as set forth herein and the County desires to occupy such area at the Stations for the purposes set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. TERMS AND CONDITIONS

A. Primary Obligations of Cedar Park

The City agrees to provide the County with the following at Station 2:

1. One covered vehicle bay at the Station to house one County EMS ambulance;
2. The sole use of one bedroom, one office space, an area in bay for oxygen storage, and storage area for medical supplies; and
3. Shared use of one additional bedroom if available on an as needed basis and the reasonable usage of the shared facilities in the Station, which shall include but not be limited to the dining area, day room(s), kitchen, laundry, supply closets, restrooms (bath/showers and toilets) as well as all amenities within the Station.

The City agrees to provide the County with the following at Stations 3 and 4:

1. One covered vehicle bay at each of the Stations to house one County EMS ambulance;
2. The sole use of two bedrooms, one office space, an area in bay for oxygen storage, and storage area for medical supplies; and
3. Shared use of one additional bedroom if available on an as needed basis and the reasonable usage of the shared facilities in the Stations, which shall include but not be limited to the dining area, day room(s), kitchen, laundry, supply closets, restrooms (bath/showers and toilets) as well as all amenities within the Stations.

The City agrees to provide the County with the following at Station 5:

1. One enclosed vehicle housing bay at the Station with space for two County EMS ambulances and one EMS command vehicle;
2. Cedar Park agrees to provide to County EMS personnel the sole use of five bedrooms, two offices, one shared food locker with Cedar Park Fire Department personnel and one large heated and cooled storage room at the Station; and
3. Cedar Park agrees to provide to County EMS personnel the reasonable usage of the shared facilities in the Station, which shall include but not limited to the dining area, day room(s), kitchen, laundry, supply closets, restrooms (bath/showers and toilets) as well as all amenities within the Station.

The City agrees to provide the County with the enjoyment and peaceful possession of the above-described areas during the term of this Agreement. In the event the above-described areas are not available in each of the Stations, the City and County may agree upon alternative areas acceptable to both Parties.

B. Consideration. The County agrees to make a one-time payment in the amount of Four Hundred Thousand Dollars ($400,000) to Cedar Park for constructing Station #5 facilities to house County EMS equipment and personnel in the Station and for the County's use of the Station for the entire term of this Agreement, as set forth herein. The County's reimbursement amount shall be paid to the City upon completion of Fire Station #5. Billing will be made at the completion of the project by the City, and payment for any invoice is due within thirty (30) days of receipt by the County. The said consideration shall only be applied towards the acquisition and construction costs and expenses associated with the Station, which the City of Cedar Park agrees and accepts as a fair, reasonable and final amount paid by County for such acquisition and construction costs and expenses.

The County agrees to provide improvements to the areas identified above to be solely occupied by the County's EMS crew and to prepare the solely occupied spaces for move-in by the County EMS crews.

C. Term. This Agreement shall be effective upon the approval of the governing bodies of County and City, signed by the authorized individuals ("Effective Date"), and shall continue in force for ten (10) years or until such times as either Party terminates the Agreement as provided herein.

D. Removal of County's Improvements. Upon the termination of this Agreement, County shall remove its personal property and may remove any of the improvements that the County made to the Stations, so long as the removal of such improvements does not unreasonably damage the Stations. In the event any damage is caused during the removal of such improvements, the County shall be obligated to repair or cause to be repaired any damage resulting from the removal of its improvements, normal wear and tear excepted.

E. Condition of the Stations. The County shall not be responsible for maintaining and/or repairing, the Stations' roofs, foundations, parking, grounds, common areas, the structural soundness of the exterior walls, building exteriors, electrical systems, plumbing systems, HVAC systems and all amenities within the Stations. The County shall be responsible for keeping the areas solely used by the County's EMS crew in a clean and neat condition. The County and City shall work in cooperation with one another in keeping the commonly used areas clean and neat.

F. Use of Premises. The County may only use the designated areas of the Stations for the express purposes set forth herein. Use of the Stations for any other purpose, shall require the written consent of the City. The County shall not make any alterations, additions, or improvements to the Stations without the written consent of the City. This includes the installation of any equipment. The County shall permit the City to enter, inspect, and

make such repairs to its designated areas of the Stations as often as the City reasonably desires at any reasonable time. The County agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements that are mandated by any and all state, federal and local accessibility legal requirements and that become necessary due solely to the County's use of the Stations ("accessibility alterations"). In the event any alterations, additions, or improvements in or to the Stations are made necessary by reason of the special use and occupancy by County and, provided that the City grants its prior written permission to County regarding such alterations, additions or improvements, County agrees that it will make all such alterations, additions, and improvements in or to the Stations at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy.

G. Utilities and Service. The City shall provide and maintain, at its sole cost, the mains, conduits and other facilities necessary to dispose of garbage, and to furnish water, gas, electricity, telephone, cable, internet services and sewage service to the Stations. If any of the equipment or machinery necessary or useful for the provision of any of the above services breaks down or for any cause ceases to function properly, the City shall use reasonable diligence to repair the same promptly. If any of the area solely occupied by a County's EMS crew is in need of maintenance or repairs as solely determined by the City, the County shall be financially responsible for any maintenance and/or repairs other than the above described services.

H. Use of Additional Fire Stations. The County and City may mutually agree to allow County EMS crews to house in additional Cedar Park Fire Stations not described herein, without the consent of the Parties' governing bodies, provided the Parties abide by the terms of this Agreement for any and all additional Fire Stations.

I. Damage or Injury. The City and the County agree that if either Party is solely negligent in causing real or personal property damage or personal injury to the other that such responsible Party shall pay for the actual cost and expenses incurred for such damage or injury to the extent permitted by law.

J. Default. Either Party's failure to comply with any provision of this Agreement shall be considered a default. In the event that either Party defaults under this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying such default. If the defaulting Party has not cured such default within thirty (30) days after its receipt of such written notice, or, if the default cannot with due diligence be cured within a 30-day period, and the defaulting Party has not commenced and proceeded diligently to cure such default, then the non-defaulting Party may terminate this Agreement. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies that may be available in this Agreement and/or under the law. The Parties have a duty to mitigate damages.

II. GENERAL PROVISIONS

A. Payments. Any payment made by a Party pursuant to this Agreement shall be made out of current revenues available to said Party as required by the Interlocal Cooperation Act.

The County and City agree that there will be no monthly rental cost associated with this Agreement.

B. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of Williamson County and of the City of Cedar Park.

C. Tax Exempt. The County and the City are bodies corporate and politic under the laws of the State of Texas and claim exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services subject hereof are being secured for use by County. Exemption certificates will be provided upon request.

D. 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.

E. Notices. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

City of Cedar Park:
City of Cedar Park
Attn: City Manager
450 Cypress Creek Rd.,
Bldg. #1
Cedar Park, TX 78613

With Copy to:
City of Cedar Park
Attn: City Attorney
450 Cypress Creek Rd,
Bldg. #1
Cedar Park, TX 78613

and

Cedar Park Fire
Department
Fire Chief
450 Cypress Creek Blvd.,
Bldg. #6
Cedar Park, TX

County: Williamson County Judge
Bill Gravell, Jr.
710 Main Street, Suite 101
Georgetown, Texas 78626

With Copy to: Williamson County EMS
c/o: Mike Knipstein, Director
P.O. Box 873
Georgetown, Texas 78627

F. 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 Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

G. Dispute Resolution. The Parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between the Parties which arises out of or relates to this Agreement whether stated in tort, contract, statute, claim for benefits, 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 at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

H. Termination for Convenience.

1.) The County may terminate this Agreement for convenience and without cause or further liability upon one-hundred and eighty (180) days written notice to Cedar Park, and in this event County shall not be entitled to any return of its consideration with regard to the construction of Fire Station #5.

2.) Fire Station #5 - Following the expiration of ten (10) years from the date of this agreement, the City may terminate this Agreement for convenience with or without cause or further liability upon one (1) year's written notice to County, and the City would have no further liability to County.

3.) Fire Station 2, 3 and 4 – The City may terminate this agreement for convenience with or without cause or further liability upon one (1) year written notice to County.

4.) All Parties to the contract may terminate upon written mutual consent signed and dated by all Parties to this agreement setting forth the agreed upon date of termination.

I. 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.

J. 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.

K. 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 the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do 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.

L. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either Party shall have the right to terminate this Agreement at the end of any Party's fiscal year if the governing body of either Party does not appropriate sufficient funds as determined by the Party's budget for the fiscal year in question. Either Party may affect such termination by giving written notice of termination at the end of its then-current fiscal year.

M. No Agency Relationship: It is understood and agreed that the Parties shall not in any sense be considered partners or joint ventures with each other, nor shall any of the Parties in any manner hold themselves out as an agent or official representative of the other Party.

N. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written, including: any and all existing executed agreements governing EMS ambulance housing at Cedar Park Fire Stations #2 and #3; Interlocal Agreement Between Williamson County and the City of Cedar Park for Establishing EMS Ambulance Housing at Cedar Park Fire Station #4, executed by the parties to be effective September 23, 2008; and Interlocal Agreement Between Williamson County and the City of Cedar Park for Establishing EMS Ambulance Housing at Cedar Park Fire Station #5, executed by the parties to be effective June 20, 2017. This Agreement may be amended only by written instrument signed by each Party to this Agreement. 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.

[Signatures on the following page.]

EXECUTED TO BE EFFECTIVE this_____day of_____, 2019.

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Title: Williamson County Judge

Date: _____

CITY OF CEDAR PARK, TEXAS

By: Corbin Van Arsdale
Corbin Van Arsdale

Title: Mayor

Date: 2/28/19

Commissioners Court - Regular Session **51.**

Meeting Date: 03/19/2019

M2 Pictures Access Agreement with WCSO for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action for approval of Access Agreement between Williamson County Sheriff's Office and M2 Pictures to be part of a television program tentatively entitled "Police Woman CSI" including authority for County Judge to sign same.

Background

Police Woman CSI television program will feature the Williamson County Sheriff's Office, its works, procedures, personnel and stories surrounding the work to solve past cold cases. The term of agreement is 12 months.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

M2 Pictures Access Agreement

M2 Cert. of Insurance

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/14/2019 11:09 AM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:27 AM
Form Started By: Starla Hall		Started On: 03/14/2019 07:31 AM
Final Approval Date: 03/14/2019		



m2 PICTURES

ACCESS AGREEMENT

This Access Agreement ("**Agreement**") is entered into between M2 Pictures ("**Producer**") and Williamson County Sheriff's Office (**"Department"**), acting by and through the Williamson County Commissioner Court, in connection with the filming and recording (the "**Recording(s)**" and, each such activity, to "**Record**") by Producer and its designees, of Department's business operations, Department personnel and locations and facilities owned, operated and/or controlled by Department, including but not limited to all Department property, any and all locations where the Department is performing official business, and in Department vehicles and equipment, including, without limitation, in Department vehicles while Department personnel conduct official business (collectively, the "**Facilities**") in connection with a television program tentatively entitled Police Woman CSI (wt) (the "**Program**").

In consideration of Producer's time and effort developing and producing the Program, and for other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

1. Producer, in cooperation with Department, desires to produce the Program featuring Department, its work, procedures, personnel and stories surrounding the work to solve past cases.

2. Department hereby grants Producer and its designees access to the Facilities, Department personnel and past cases (otherwise known as "cold" cases) of any and all kind and nature in connection with producing one or more episode(s) (the "**Episode(s)**") of the Program. Department shall be permitted to deny Producer access to the Facilities, Department personnel and past cases at its sole discretion.

3. The term of this Agreement shall commence upon the date of the last party's execution hereof and shall continue for a period of twelve (12) months (the **"Term"**); provided, however, the Department or Producer may terminate this Agreement, with or without cause, upon thirty (30) days notice to the other party.

4. The Department agrees not to grant any third party rights similar to or the same as the rights being granted in this Agreement for the purpose of producing any other production highlighting the featured cold cases for a period commencing as of the date hereof through and continuing until the conclusion of the Term.

5. Department hereby exclusively grants to Producer, its licensees, successors the right to use video and/or audio provided by Department or captured by producer and approved by Department and any other operational audio and/or video in all media in perpetuity, including, without limitation, advertisements, promotions, marketing and other material.

6. This Agreement shall be interpreted under the laws of the State of Texas applicable to contracts entered into and fully to be performed therein. The parties consent to the exclusive jurisdiction of the state and federal courts located in Williamson County in the State of Texas over any action or proceeding arising out of or relating to this Agreement or the breach thereof, consent to the personal jurisdiction of such courts, and agree to accept service by mail. No waiver of any term hereof shall be deemed to be continuing or be deemed to waive any other term hereof. Each party's rights and remedies

herein shall be cumulative and the exercise of any right or remedy shall not limit any other right or remedy hereunder, at law or in equity. This Agreement may not be modified nor any provision waived except by a writing signed by both of the parties. This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof; all prior negotiations and understandings are merged herein. Each party acknowledges that it has not relied upon any representations of the other in entering into this Agreement except as set forth herein. If any provision hereof is deemed to be illegal or unenforceable, then the remainder of the provisions shall be deemed to continue in full force and effect, and the illegal or unenforceable provision shall be deemed modified in such a way that its intent is nevertheless complied with to the fullest extent possible. The parties may execute this Agreement in counterparts, each of which is deemed an original and all of which only constitute one original.

7. Department and its representatives shall not issue any press releases or public statements about Producer or the Program without Producer's prior written permission, except as required by law or any policy or procedure proscribed by the county.

8. In furtherance of the foregoing, prior to distributing, publishing, or otherwise exploiting the Program, Producer shall provide Department with access to a rough cut of the Program (the "Rough Cut"). Department shall have five (5) business days following receipt of the Rough Cut (the "Review Period") to review the Rough Cut and identify any factual inaccuracies in the Rough Cut, as well as any material appearing in the Rough Cut that may impede, interfere with, or otherwise jeopardize any present or future criminal investigation by the Williamson County Sheriff's Office and/or convictions resulting from such investigations. Participant shall have the ability to ensure that no material in the rough cut impinges on the Sheriff's oath, obligations or responsibilities. Producer agrees to remove or remedy any such issues identified by the Department.

9. Department acknowledges that Producer is not obligated to actually use the Facilities or produce the Program or include the Recordings in the Program for which it was shot or otherwise use or exploit the Recordings and rights herein granted to Producer. Department further acknowledges that Producer has full editorial control over the Program, including but not limited to direction, editing, production, marketing, promotion and advertising. Department reserves the right to deny any material, content or product to the extent that such, in the Department's sole discretion, sheds a negative light on the Department, the county or any employee or representively therein.

10. Producer may assign its rights in the Recordings and/or Program, in whole or in part, to any individual or entity subject to any entitlement the Department may have in law or by this contract.

11. Department and the Williamson County Commissioners Court hereby represent and warrants that: (i) it has the right, power and authority to enter into this Agreement and grant all rights granted hereunder; (ii) no other authorization or permission is necessary to enable Producer to use the Facilities, conduct the Recordings and include the Marks in any Recordings; (iii) Department will not engage in any activity, perform any services, make any agreement, or accept any engagements that may directly or indirectly interfere in any way with the services or rights granted by Department hereunder; (iv) neither Department's grant of the rights granted herein nor Producer's exercise of the rights granted herein shall infringe on the rights of any third party; and (v) Department has complied and will continue to comply with all applicable laws, codes, permit requirements, rules, orders, judgments, decrees, ordinances and/or provisions of any foreign, federal, state or local government agency, authority or court.

12. Department Personnel and Department Property shall not be used for the production of any still pictures, motion pictures, videotapes, photographs or sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of the Department Personnel and Department Property that would be defamatory to Williamson County, Texas ("County"), Department Personnel and

Department Property; provided that the foregoing shall not apply to statements made by third parties (e.g., statements by suspects and/or other third party who may come in contact with the Department Personnel or Department Property). In the event Producer should use Department Personnel or Department Property for such purposes, (subject to the aforementioned exception for third party statements), such use shall be deemed a material breach of this Agreement and Department may immediately terminate this Agreement and avail itself of any remedies allowed at law or in equity.

13. It is expressly understood and agreed that the parties do not by this Agreement intend to form an employment relationship or agency relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, agency relationship, partnership or joint venture. Producer shall have the exclusive right to control the details of its operations and activities and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees and representatives. Department and Department Personnel shall at all times continue to independently conduct their operations and activities as they customarily operate, without regard to any other creative or logistical demands placed upon them by, or as a result of, the filming and production of the Program.

14. Producer shall carry the following insurance coverage with a company that is licensed to do business in Texas:

14.1 Commercial General Liability

a. Combined limit of not less than $2,000,000 per occurrence; $4million aggregate or
b. Combined limit of not less than $1,000,000 per occurrence; $2,000,000 aggregate and Umbrella Coverage in the amount of $4,000,000. Umbrella policy shall contain a follow-form provision and shall include coverage for personal and advertising injury.
c. Defense costs shall be outside the limits of liability.

14.2 Automobile Liability Insurance covering any vehicle used by Producer under this Agreement, including owned, non-owned, or hired vehicles, with a combined limit of not less than $1,000,000 per occurrence.

14.2.1 Statutory Workers' Compensation and Employers' Liability Insurance requirements per the amount required by statute.

14.3 General Insurance Requirements:

14.3.1 All applicable policies shall name "Williamson County, Texas" as an additional insured thereon, as its interests may appear. The term "Williamson County, Texas" shall include its employees, officers, officials, agents, and volunteers.

14.3.2 A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage shall be provided to the County. Ten (10) days' notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the Williamson County Judge, 710 Main Street, Suite 101, Georgetown, Texas 78626.

14.3.3 Certificates of Insurance evidencing that the Producer has obtained all required insurance shall be delivered to and approved by the Williamson County Sheriff prior to execution of this Agreement.

14.3.4 Any deductible will be the sole responsibility of the Producer and may not exceed $50,000 without the written approval of the County. Coverage shall be claims-made, with a retroactive or prior acts date that is on or before the effective date of this Agreement. Coverage shall be maintained for the duration of the contractual agreement and for one (1) year following completion or termination of this Agreement.

15. Indemnification and Assumption of Risk.

PRODUCER HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY OF ANY KIND, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF PRODUCER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, PRODUCERS OR INVITEES, REGARDLESS OF THE CAUSE.

DURING ANY TERM OF THIS AGREEMENT, PRODUCER COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, DEPARTMENT, THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF PRODUCER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, PRODUCERS OR INVITEES, REGARDLESS OF THE CAUSE.

Producer, in using the Department Property and other equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. County shall not be liable for any damages to property or damages arising from personal injuries sustained by Producer or any of its agents, contractors, employees, patrons, Producers, invitees, performers or guests, while in, on or about the Department Property, including buildings, parking area walkways of the Department Property or that occur during activities conducted under this Agreement. Producer assumes full responsibility for any property damage or injury which may occur to Producer, its agents, contractors, employees, patrons, Producers, invitees, performers or guests which occur in, on or about the Department Property or that occur during activities conducted under this Agreement.

Producer acknowledges that County lacks legal authority to grant permission for the use of the names or likenesses of third-party individuals (i.e., non-county employees and/or contractors) who might appear in the Producer's Program. Producer shall be solely and exclusively responsible and liable with respect to obtaining any filming and photography releases required with respect to such third-party persons and third-party property. PRODUCER AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY THIRD-PARTY CLAIMS RELATING TO THE UNAUTHORIZED USE, FILMING, TAPING, RECORDING, OR PHOTOGRAPHING OF ANY INDIVIDUAL OR THIRD-PARTY PROPERTY.

IT IS FURTHER AGREED THAT PRODUCER SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COUNTY FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, ACTIONS, OR EXPENSES OF EVERY TYPE AND DESCRIPTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE OUTSIDE ATTORNEY'S FEES, TO WHICH COUNTY MAY BE SUBJECTED ARISING OUT OF OR RELATED TO PRODUCER'S USE OF ANY THIRD-PARTY INTELLECTUAL PROPERTY BY REASON OF AN

ALLEGED OR ACTUAL INTELLECTUAL PROPERTY VIOLATION. COUNTY EXPRESSLY ASSUMES NO OBLIGATION TO REVIEW OR OBTAIN APPROPRIATE LICENSING, AND ALL SUCH LICENSING SHALL BE THE EXCLUSIVE OBLIGATION OF PRODUCER.

16. Any notices or communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service and mailed by certified or registered mail, return receipt requested, postage prepaid, to the address set out in each party's signature block.

17. The undersigned represent that they are authorized to execute this Agreement on behalf of their respective party, binding such party to the terms hereof.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date of the last party's execution below.

DEPARTMENT

Williamson County, Texas,
on behalf of the Williamson County Sheriff's Office

By: _____
Judge Bill Gravell, Jr.

Title: County Judge

Date: _____, 20___

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

PRODUCER

By: _____
MIKE SINCLAIR

Title: PRESIDENT

Date: MARCH 13, 2019

Address: 27 West Queens Way
Hampton, VA 23669

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scott Insurance (Rich) 1700 Bayberry Court Ste. 200 Richmond VA 23226	**CONTACT NAME:** Carolyn Varnier **PHONE (A/C, No, Ext):** 804-545-2211 **FAX (A/C, No):** 434-485-8798 **E-MAIL ADDRESS:** cvarnier@scottins.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Federal Insurance Company (A++) — 20281 **INSURER B :** CINCINNATI INS CO (A+) — 10677 **INSURER C :** Hartford Underwriters Insurance Company (A+) — 30104 **INSURER D :** **INSURER E :** **INSURER F :**
INSURED METRO-9 M2 Pictures, LLC 27 West Queens Way Hampton, VA 23669	

COVERAGES **CERTIFICATE NUMBER:** 1071786119 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			7951-36-65	3/1/2019	3/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Incl in Genl Agg
B B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAA 5225819 EBA 0521831	3/1/2019 3/1/2019	3/1/2020 3/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			7983-28-52	3/1/2019	3/1/2020	EACH OCCURRENCE AGGREGATE Follow form over all	$ 2,000,000 $ 2,000,000 $ liability lines
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		14WECI7806	3/1/2019	3/1/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 day notice of cancellation will be provided to the certificate holder except for nonpayment of premium.

CERTIFICATE HOLDER

Williamson County
710 Main Street
Suite 101
Georgetown TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stacy W. Hall

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Commissioners Court - Regular Session **52.**

Meeting Date: 03/19/2019

2015 Certificates of Obligation

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2015 Certificates of Obligation budget transfer to move $150,000 from SO Training Building (P323) to SO Gun Range Ammunition Building (P470).

Background

This was approved in Commissioner's Court on October 30, 2018, agenda item 42.

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	03/13/2019 09:54 AM
Form Started By: Emmeline Palma		Started On: 03/12/2019 11:56 AM
Final Approval Date: 03/13/2019		

Commissioners Court - Regular Session **53.**

Meeting Date: 03/19/2019

Jail North Intercom System

Submitted By: Sarah Crain, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on increasing the fund for Jail Kitchen/Plumbing Project (P#411) from FY 2019 Capital Improvement Project available funds.

Background

The original project included replacing the intercom system on the south side of the building. An additional $340,000 is requested to replace the intercom system on the north side of the building. Funding to come from the available FY 2019 CIP Program funds.

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	03/14/2019 08:52 AM
Form Started By: Sarah Crain		Started On: 03/04/2019 03:58 PM
Final Approval Date: 03/14/2019		

Commissioners Court - Regular Session **54.**

Meeting Date: 03/19/2019

Request to terminate Auto-Chlor System contract for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding termination notice of contract (dishwashing machine) with Auto-Chlor System LLC upon recommendation of the Williamson County Sheriff's Office, and authorize County judge to sign notice of termination letter.

Background

Corrections Command Staff has met with Auto-Chlor's representative numerous times however they have failed to remedy the cleaning deficiencies with this particular unit. Command Staff has reiterated to the company that this unit is unacceptable and has given them the opportunity to replace the unit with a properly designed one that will accommodate the food trays that the jail uses unfortunately this has not occurred. We respectfully ask the Commissioners Court to terminate this contract with Auto-Chlor System LLC.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Auto-Chlor System Agreement

Auto-Chlor System Termination Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2019 08:32 AM
Form Started By: Starla Hall		Started On: 03/05/2019 11:34 AM
Final Approval Date: 03/06/2019		

Auto-Chlor SYSTEM

STANDARD DISHWASHING MACHINE AGREEMENT

AGREEMENT, made this 30th day of January 20 18, between AUTO-CHLOR SYSTEM ("Auto-Chlor") and Williamson County, (check one: a ___ proprietorship, a ___ partnership, a ___ corporation), which has its principal office located at 508 South Rock street Georgetown, Texas 78626 ("Customer").

Auto-Chlor, by its acceptance hereof, hereby agrees to provide to Customer the following-described equipment (the "Equipment"), cleaning agents and services, all in accordance with the terms and conditions hereof and other related contract exhibits or attachments that may apply.

I. **EQUIPMENT:** Auto-Chlor will provide the following equipment:

	MAKE	MODEL	SERIAL NUMBER
DISH MACHINE (1)	Auto Chlor	AC44 Conveyor	
DISH MACHINE (2)			
DISPENSING EQUIPMENT			
OTHER EQUIPMENT			

Auto-Chlor will provide all necessary parts and service to maintain the Equipment in satisfactory working condition. Auto-Chlor will also provide all detergent, rinse aid, and sanitizing solution necessary for operation of the dish machine provided a rack charge rate is used as discussed in Section II D below. Any excess detergent, rinse aid and sanitizing solution used will be charged to the customer at current prices.

II. **PAYMENTS:** Customer agrees to pay Auto-Chlor the following sums:

A. A security deposit of $ Ø, payable upon execution of this Agreement.

B. A delivery fee of $ Ø and an initial installation charge of $ Ø, both payable upon execution of this Agreement.

C. A base fee of $ 225.00 payable in advance of each twenty eight day (28) service period. The first period's payment is due upon execution of the Agreement. Thereafter the payment is payable in advance at the beginning of each service period.

D. A rack charge of N/A ¢ per rack for racks washed in excess of N/A during each twenty-eight (28) day period. Payments shall be based upon a counter attached to the machine and shall be due upon receipt of invoices.

E. All applicable sales and personal property taxes levied upon the Equipment and purchases of goods and services. Auto-Chlor shall be reimbursed for any such amounts paid by it on behalf of Customer.

F. Customer agrees to purchase a minimum of $ N/A of Auto-Chlor ancillary chemical products during each twenty-eight (28) day service period. Purchases shall be current prices in effect at time of product delivery. Payments shall be due upon receipt of invoices.

III. **TERM OF AGREEMENT:** This agreement shall be for an initial term of 5 year(s) commencing upon the date of delivery of the Equipment and shall be automatically renewed for an additional one (1) year period on each annual anniversary of the date of this Agreement thereafter unless either party gives written notice to the other sixty (60) days prior to the expiration of the initial term or any extension thereof.

IV. **EQUIPMENT LOCATION:** The Equipment will be located at the following address: same

If the equipment is located at other than property owned by Customer, the name and address of the property owner or agent is same

V. **OTHER:** An environmental fee of $7.50 will be applied once per 28 day period.

THE TERMS ON THIS PAGE AND ON THE REVERSE SIDE HEREOF CONTAIN THE ENTIRE AGREEMENT OF THE PARTIES. SUCH TERMS MAY BE MODIFIED ONLY BY A WRITING SIGNED BY BOTH PARTIES.

AUTO-CHLOR SYSTEM Entity:
#18 Austin
BY: Jackie Oliver

CUSTOMER:
BY: [signature]
(Signature)
[signature]
(Print Name Signed Above)
County Judge 09-12-18
Title Date

FOR OFFICE USE ONLY
Agreement binding upon Auto-Chlor only upon Acceptance and counter signature by appropriate official at the Company's office.

AUTO-CHLOR SYSTEM Entity:

BY: _____
Authorized Signature Date

Telephone number of customer:

WHITE AND YELLOW COPY TO HOME OFFICE PINK TO BRANCH GOLD TO CUSTOMER

F043 (REV 12/07)

Auto-Chlor SYSTEM

STANDARD DISHWASHING MACHINE AGREEMENT

AGREEMENT, made this 30th day of January 20 18, between AUTO-CHLOR SYSTEM ("Auto-Chlor") and Williamson County, (check one: a ____ proprietorship, a ____ partnership, a _____ corporation), which has its principal office located at 508 South Rock street Georgetown, Texas 78626 ("Customer").

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	MAKE	MODEL	SERIAL NUMBER
DISH MACHINE (1)	Auto Chlor	AC44 Conveyor	
DISH MACHINE (2)			
DISPENSING EQUIPMENT			
OTHER EQUIPMENT			

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B. A delivery fee of $ Ø and an initial installation charge of $ Ø, both payable upon execution of this Agreement.

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D. A rack charge of N/A ¢ per rack for racks washed in excess of N/A during each twenty-eight (28) day period. Payments shall be based upon a counter attached to the machine and shall be due upon receipt of invoices.

E. All applicable sales and personal property taxes levied upon the Equipment and purchases of goods and services. Auto-Chlor shall be reimbursed for any such amounts paid by it on behalf of Customer.

F. Customer agrees to purchase a minimum of $ N/A of Auto-Chlor ancillary chemical products during each twenty-eight (28) day service period. Purchases shall be current prices in effect at time of product delivery. Payments shall be due upon receipt of invoices.

III. **TERM OF AGREEMENT:** This agreement shall be for an initial term of 5 year(s) commencing upon the date of delivery of the Equipment and shall be automatically renewed for an additional one (1) year period on each annual anniversary of the date of this Agreement thereafter unless either party gives written notice to the other sixty (60) days prior to the expiration of the initial term or any extension thereof.

IV. **EQUIPMENT LOCATION:** The Equipment will be located at the following address: same

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V. **OTHER:** An environmental fee of $7.50 will be applied once per 28 day period.

THE TERMS ON THIS PAGE AND ON THE REVERSE SIDE HEREOF CONTAIN THE ENTIRE AGREEMENT OF THE PARTIES. SUCH TERMS MAY BE MODIFIED ONLY BY A WRITING SIGNED BY BOTH PARTIES.

AUTO-CHLOR SYSTEM Entity: #18 Austin

BY: Jackie Oliver

CUSTOMER:

BY: _____

(Signature)

(Print Name Signed Above)

Title _____ Date _____

Telephone number of customer: _____

FOR OFFICE USE ONLY
Agreement binding upon Auto-Chlor only upon Acceptance and counter signature by appropriate official at the Company's office.

AUTO-CHLOR SYSTEM Entity:

BY: _____

Authorized Signature Date

WHITE AND YELLOW COPY TO HOME OFFICE PINK TO BRANCH GOLD TO CUSTOMER

F043 (REV 12/07)

TERMS AND PROVISIONS

1. **Equipment Maintenance:** Auto-Chlor System will provide (a) delivery of the Equipment (as defined on the reverse side) to the installation site, (b) supervision of Equipment installation, and (c) parts and service as necessary to maintain the Equipment under ordinary operating conditions. Customer, at its own expense, shall provide all plumbing and electrical connections, all governmental permits and all sheet metal materials necessary for the installation and operation of the Equipment. Utilities, including sufficient water temperature and pressure and electricity, necessary to operate the Equipment properly shall be the Customer's responsibility. Auto-Chlor System will not be responsible for problems resulting from lack of hot or soft water, equipment abuse, or the failure by Customer to perform minimum cleaning requirements on the Equipment as outlined by Auto-Chlor System. Customer is responsible for the cost of all service calls and replacement parts that result from any abnormal use or misuse of the Equipment, as well as any service calls initiated by Customer that do not relate to proper operation of the Equipment.

2. **Title:** Title to and ownership of the Equipment shall at all times remain solely and exclusively in Auto-Chlor System. Customer acquires no ownership, title or other property rights to or in the Equipment, other than the right to use the Equipment as provided in this Agreement. The Equipment shall at all times remain personal property. Customer shall keep the Equipment free from any and all liens, claims and security interests. Customer shall not do or permit any act or thing whereby Auto-Chlor System's title or rights may be encumbered or impaired. Customer hereby appoints Auto-Chlor System as Customer's attorney-in-fact to sign and file on behalf of Customer a standard form of financing statement (e.g. UCC-1). Customer acknowledges that Auto-Chlor System's filing of the same will constitute only notice of this Agreement and shall not be construed as giving Customer any rights to the Equipment except as a lessee as contained herein. Customer shall not permit the removal or defacement of any identifying labels and serial numbers affixed to the Equipment. Customer shall not disconnect or remove the Equipment or any of its components from the location at which it was installed without prior written approval from Auto-Chlor System. Auto-Chlor System and its authorized representatives shall at all times have a right of access to the Equipment for the purpose of providing services required herein and for the purpose of protecting its rights hereunder.

3. **Acceptance:** Customer shall inspect the Equipment thoroughly upon delivery. Absent prompt written notice to Auto-Chlor System to the contrary, the Equipment will be deemed accepted by Customer in good condition.

4. **Warranty:** Except as to title, AUTO-CHLOR SYSTEM MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF ITS MATERIAL OR WORKMANSHIP, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" and that all such risks, as between Auto-Chlor System and Customer are to be borne by Customer at Customer's sole risk and expense. Customer agrees not to assert any claim whatsoever against Auto-Chlor System based on any such representation or warranty.

5. **Care:** Customer shall follow all instructions for use of the Equipment specified by Auto-Chlor System; perform minimum cleaning requirements on the Equipment; not change, alter or repair the Equipment without the express consent of Auto-Chlor System; not use any chemicals in operation of the Equipment except those purchased from Auto-Chlor System; and, promptly report to Auto-Chlor System any problems with the Equipment. Customer shall maintain adequate plumbing and drainage for the Equipment. Auto-Chlor System shall not be responsible for unsatisfactory performance of the Equipment caused by insufficient water temperature or pressure, irregular water conditions, improper use of the Equipment, failure to follow operating instructions, abuse to the Equipment and other similar causes unrelated to the Equipment itself. In the event that repair of or service to the Equipment is necessitated by abuse to the Equipment or failure to follow operating instructions or other causes not resulting from normal operation of the Equipment, Customer agrees to pay for all parts, labor and service at then current applicable prices. Upon termination of this Agreement for any reason, the Equipment shall be returned to Auto-Chlor System in good condition, ordinary wear and tear excepted.

6. **Insurance and Liability:** Customer agrees at its own cost and expense to maintain at all times public liability, property damage, fire with extended coverage, theft and comprehensive insurance in an amount satisfactory to Auto-Chlor System, protecting Auto-Chlor System's interest in full. Certificates of such insurance shall be delivered to Auto-Chlor System upon request and shall specify that the policies may not be cancelled without 30 days prior written notice. Customer will be solely liable for, and shall fully indemnify and hold Auto-Chlor System harmless from and against, all liabilities, claims and expenses arising out of Customer's breach of any of the terms and conditions hereof or arising out of the operation or use of the Equipment, including, but not limited to, Worker's Compensation claims, or incurred by reason of the removal and/or disposition of any existing equipment necessary to accommodate the installation of the Equipment, as well as for compliance with any and all federal, state and local laws or ordinances pertaining to use, connection or location of the Equipment. Auto-Chlor System shall not be held liable for any money damages by reason of failure of the Equipment to operate or the faulty operation of the Equipment. Auto-Chlor System shall not be responsible for any direct and/or consequential damages or losses resulting from the use or operation of the Equipment.

7. **Fees; Security Deposit:** Auto-Chlor System reserves the right to adjust all prices during the term of this Agreement upon notice to Customer. In such event, Customer may terminate this Agreement by providing, within thirty (30) days after the effective date of the price adjustment, written notice to Auto-Chlor System to be effective sixty (60) days after the date of notice to Auto-Chlor System. Throughout said notice period Customer shall pay Auto-Chlor System for products and services at the new rate. Customer shall return all empty chemical containers deemed to be returnable to Auto-Chlor System or pay for the same at then current prices. The Security Deposit shall be held by Auto-Chlor System for security for Customer's performance under this Agreement. Should Customer fail to meet its obligations under this Agreement prior to Equipment installation or thereafter, Auto-Chlor System may retain the Security Deposit and seek any other remedies provided by law. Following cancellation of this Agreement at any time by Auto-Chlor System without cause, or by Customer after the expiration date of the initial Term, Auto-Chlor will refund the Security Deposit to Customer without interest and subject to Auto-Chlor System's right to set off for any sums that may be due to Auto-Chlor System under this Agreement. Customer agrees to pay as additional charges all applicable taxes that may be assessed on the Equipment while in Customer's possession.

8. **Termination:** Any outstanding obligations of Customer shall survive expiration or any termination of this Agreement, regardless of the cause therefore.

8A. **Termination by Auto-Chlor System.** In the event of termination due to any default by Customer, Customer shall be responsible for all costs associated with disconnection and removal of the Equipment. Customer shall pay all costs incurred by Auto-Chlor System, including reasonable attorney's fees, to enforce any portion of this Agreement or to regain possession of the Equipment. Auto-Chlor System shall have the right to immediate possession of the Equipment (a) upon expiration of the initial Term or any renewal term, or (b) upon non-payment of any amounts due and owing Auto-Chlor System, or (c) in the event of a default by Customer in performance of any of Customer's obligations contained herein [other than non-payment of monies due and owing Auto-Chlor System],provided Customer has received written notice of the default and has failed to cure said default within thirty (30) days following receipt of said notice or (d) if Customer is a voluntary or involuntary party to any proceeding under the Federal bankruptcy laws or any state insolvency laws, or (e) if Customer makes an assignment for the benefit of its creditors, or (f) if Customer permits or allows the Equipment to be operated contrary to the provisions of this Agreement, (g) upon the termination, cessation or liquidation of Customer's business for any reason whatsoever, or (h) Auto-Chlor System on commercially reasonable grounds deems itself to be insecure with respect to Customer's obligations hereunder. Upon expiration or any termination hereof and regardless of the reason therefore, including without limitation the failure of Customer to pay amounts owed Auto-Chlor System as and when due, Auto-Chlor System shall have the right to enter upon the premises for the purpose of removing the Equipment there from without liability for trespass.

8B. **Termination by Customer.** Customer shall have the right to terminate this Agreement only for default by Auto-Chlor System and then only in the event that Auto-Chlor System is given written notice of said default and not less than thirty days to cure said default to the reasonable satisfaction of Customer.

9. **Delinquency:** Auto-Chlor System reserves the right to immediately discontinue service in the event of any default or delinquency.

10. **Force Majeure:** Auto-Chlor System shall not be liable for incidental, consequential or any other damages resulting from any cause beyond the reasonable control of Auto-Chlor System, including but not limited to, acts of God or government, manufacturing delays, strikes, lockouts, accidents, fires or transportation delays.

11. **Assignment:** Customer may not assign this Agreement or the Equipment without the express written approval of Auto-Chlor System. Auto-Chlor System may assign, encumber or grant a security interest in its rights to the Equipment and its interest in this Agreement.

12. **Authority:** Customer represents that it has full right and authority to enter into this Agreement.

13. **Entire Agreement:** This Agreement, including any Riders and Exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in writing and signed by the parties. The failure of either party to require performance by the other of any promise contained herein shall not constitute a waiver of that promise, or any other promise contained herein. This Agreement will be binding upon the parties hereto and their respective heirs, successors and assigns.

Addendum to Auto-Chlor Agreement for Williamson County Jail

Texas Law Special Provisions

- 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 ninety (90) days written notice thereof. In the event of termination, The County will only be liable for their 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: AUTO-CHLOR 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 AUTO-CHLOR which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. AUTO-CHLOR agrees that licensee shall have access during normal working hours to all necessary AUTO-CHLOR 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 AUTO-CHLOR reasonable advance notice of intended audits.

ADDENDUM TO PARAGRAPH 6

Insurance and Liability: Customer agrees at its own cost and expense to maintain at all times public liability, property damage, fire with extended coverage, theft and comprehensive insurance in an amount satisfactory to Auto-Chlor System. **To the extent authorized under Texas law,** customer will be solely liable for, and shall fully indemnify and hold Auto-Chlor System harmless from and against, all liabilities, claims and expenses arising out of Customer breach of any of the terms and conditions hereof or arising out of the operation or use of the Equipment, including, but not limited to, Workers Compensation claims, or incurred by reason of the removal and/or disposition of any existing equipment necessary to accommodate the installation of the Equipment, as well as for compliance with any and all federal, state and local laws or ordinances pertaining to use, connection or location of the Equipment.

CLAUSE TO SECTION 8b

Non Appropriation Clause: If, for any fiscal year, funds are not appropriated or defunded for Customer's obligations under this Agreement and such non-appropriation or defunding for this Agreement is memorialized in a Budget Order entered by the Williamson County Commissioners Court, this Agreement shall become void and Customer shall promptly give notice to AUTO-CHLOR of the non-appropriation of funds or defunding.

ADDENDUM TO SECTION 8b:

Termination by Customer: Customer shall have the right to terminate this Agreement only for default by Auto-Chlor System and then only in the event that Auto-Chlor System is given written notice of said default and not less than ninety (90) days to cure said default to the reasonable satisfaction of Customer.

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: 03-22, 2018

SERVICE PROVIDER:

Authorized Signature

Printed Name

Date: 3-20, 2017

ADDENDUM TO PARAGRAPH 6

Insurance and Liability: Customer agrees at its own cost and expense to maintain at all times public liability, property damage, fire with extended coverage, theft and comprehensive insurance in an amount satisfactory to Auto-Chlor System. **To the extent authorized under Texas law,** customer will be solely liable for, and shall fully indemnify and hold Auto-Chlor System harmless from and against, all liabilities, claims and expenses arising out of Customer breach of any of the terms and conditions hereof or arising out of the operation or use of the Equipment, including, but not limited to, Workers Compensation claims, or incurred by reason of the removal and/or disposition of any existing equipment necessary to accommodate the installation of the Equipment, as well as for compliance with any and all federal, state and local laws or ordinances pertaining to use, connection or location of the Equipment.

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WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____, 2017

SERVICE PROVIDER:

_____
Authorized Signature

Ronnie Self
Printed Name

Date: 2-20, 2017

Clean Ware and Sanitation Solution

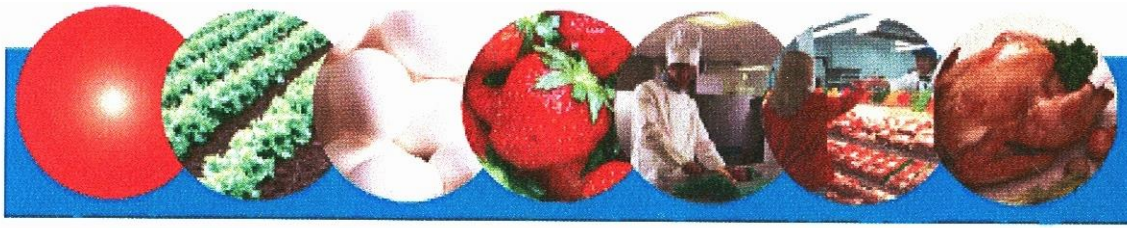
WILLIAMSON COUNTY
1848

Auto-Chlor® SYSTEM

Jackie Oliver
Account Executive
16905 Joe Barbee Drive
Round Rock, TX 78664
Cell: 512.517.0093
Jackie.o@acs-llc.net

December 29, 2017

Total Service. Total Satisfaction.



Auto-Chlor® SYSTEM







The Auto-Chlor System

- ✓**Service**
- ✓**Delivery**
- ✓**Equipment**
- ✓**Chemical**
- ✓**Training**







Provide worry free kitchen sanitation to your facility





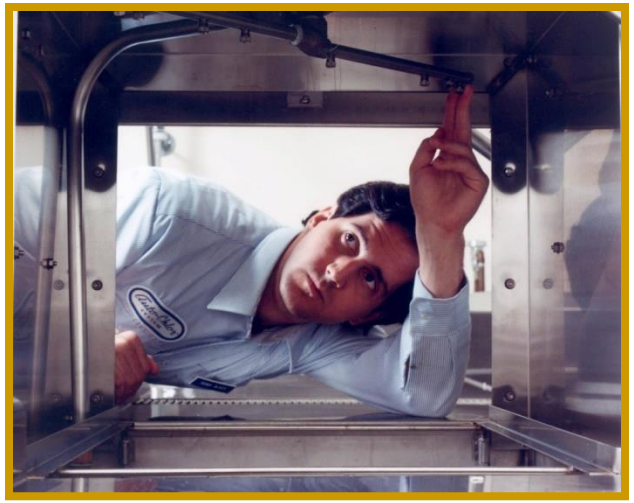




80 Years delivering

Unmatched Experience and Dedication

- **U.S. leader** in the development and installation of Low Energy and Low Water Dishmachines**.**
- **Coast-to-coast service network** providing solutions for warewashing, laundry, housekeeping and floorcare
- **Servicing over 70,000 customers** nationwide.







Auto-Chlor SYSTEM







THE AUTO-CHLOR FULL SERVICE and SATISFACTION SYSTEM

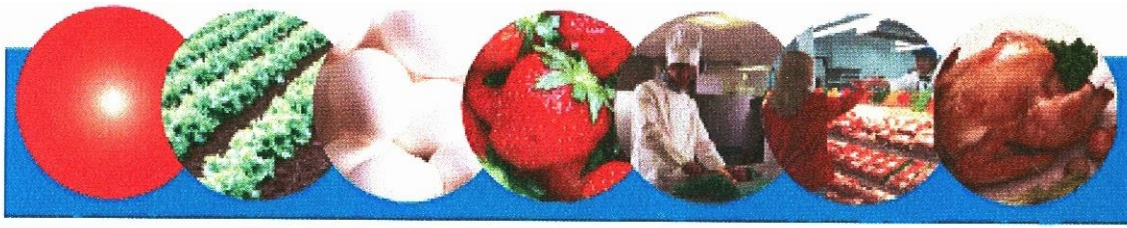
- **Operational Efficiency & Quality**
- **Scheduled service** program ensures predictability of quality and attention for all your operational needs.
- All Chemicals delivered with scheduled service
- **Local** office, **Local** warehouse, **Local** service TEAM
- Same Day **emergency availability** 24/7/365

SUPERIOR SERVICE – Routine Maintenance, Delivery, Installation, Inventory Management and Results.

CONVEYOR	HIGH-SPEED WASH	$225.00
CHEMICALS	PER 2400 TRAYS + POTS/PANS DAILY	$500.00
TOTAL EST. MONTHLY COST	**MACHINE LEASE+CHEMS**	**$725.00**

Energy Efficient Dishmachines

ENERGY STAR



Auto-Chlor SYSTEM







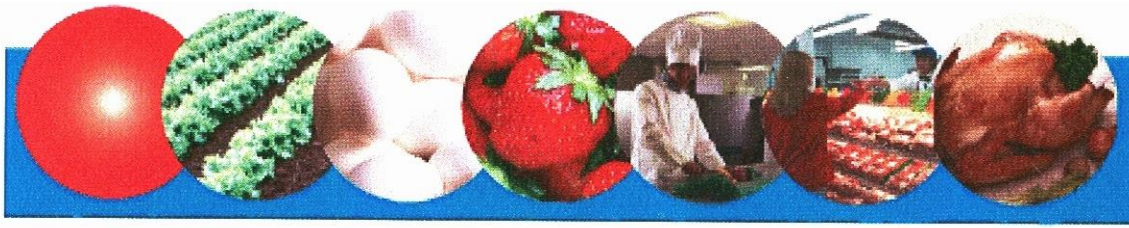
Incentive





Auto-Chlor will provide Williamson County Sherriff's Office with $225.00 opening credit allowance towards customized dish racks when account and/or five year agreement is implemented.

Energy Efficient Dishmachines



Auto-Chlor® SYSTEM

OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

March 19, 2019

Via electronic mail: Jackie.o@acs-llc.net
Auto-Chlor System
Attn: Jackie Oliver, Account Executive
16905 Joe Barbee Dr.
Round Rock, TX 78664

In re: ***Notice of Contract Termination (Williamson County, Dishwashing Machine for Sheriff's Office)***

To Whom It May Concern:

As you are aware, Williamson County is currently in a contract with your company for a dishwashing machine at the county jail. The Williamson County Commissioners Court, as the legislative body for the county, has approved changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the dishwashing machine agreement, Addendum for Texas Law Special Provisions, which allows for termination, the controlling contract states as follows:

> **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 ninety (90) days written notice thereof. In the event of termination, The County will only be liable for their pro rata share of services rendered and goods actually received.**

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such termination will be effective in ninety (90) calendar days from the date of this notice.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

_____

Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Mr. Randolph Doyer, Sheriff's Office

BG/sos

Commissioners Court - Regular Session **55.**

Meeting Date: 03/19/2019

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	02/22/2019 09:37 AM
Form Started By: Lydia Linden		Started On: 02/22/2019 09:23 AM
Final Approval Date: 02/22/2019		

Commissioners Court - Regular Session **56.**

Meeting Date: 03/19/2019

Surveying And Mapping (SAM) WA9 Survey Svcs Live Oak & S San Gabriel

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 9 in the amount of $100,000.00 to expire June 30, 2020 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated February 9, 2015 for Design Survey Services & ROW Delineation Within Live Oak & South San Gabriel Ranches Subdivisions.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Surveying And Mapping (SAM) WA9 Survey Svcs Live Oak & S San Gabriel

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/07/2019 02:10 PM
County Judge Exec Asst.	Andrea Schiele	03/07/2019 03:10 PM
Form Started By: Vicky Edwards		Started On: 03/01/2019 11:58 AM
Final Approval Date: 03/07/2019		

WORK AUTHORIZATION NO. 9

PROJECT: Design Survey Services & ROW Delineation Within Live Oak & South San Gabriel Ranches Subdivisions

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 9, 2015** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping, LLC (SAM)** (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$100,000.00**.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **June 30, 2020**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 2019.

SURVEYOR:

Surveying And Mapping, LLC (SAM)

By: _____
Signature

Scott Brashear
Printed Name

Project Manager
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

The County shall:

A. Designate a project manager to serve as the County's point of contact with the Surveyor.

B. Provide the specification requirements for all surveys.

C. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in Attachment C.

D. It is assumed the Right-of-Entry (ROE) will not be required during this Work Authorization. If ROE is required, Williamson County will coordinate with the Property Owners prior to the Surveyor entering private property.

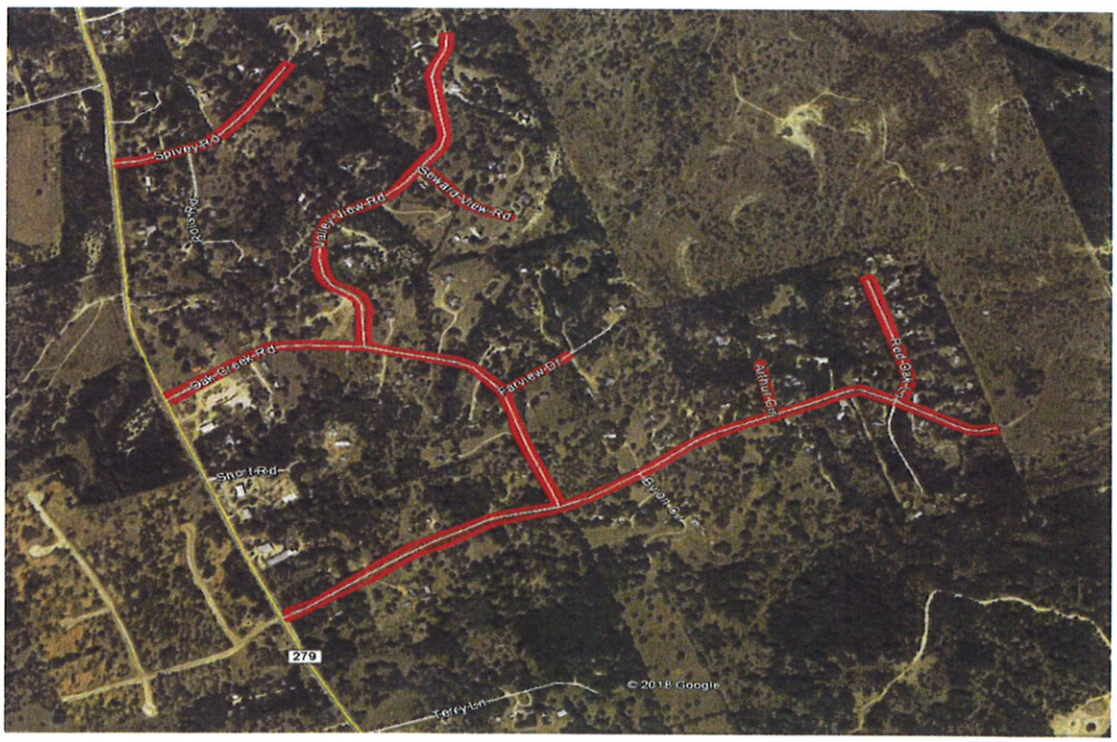
ATTACHMENT B

SERVICES TO BE PROVIDED BY THE SURVEYOR (SAM)

Project Limits –

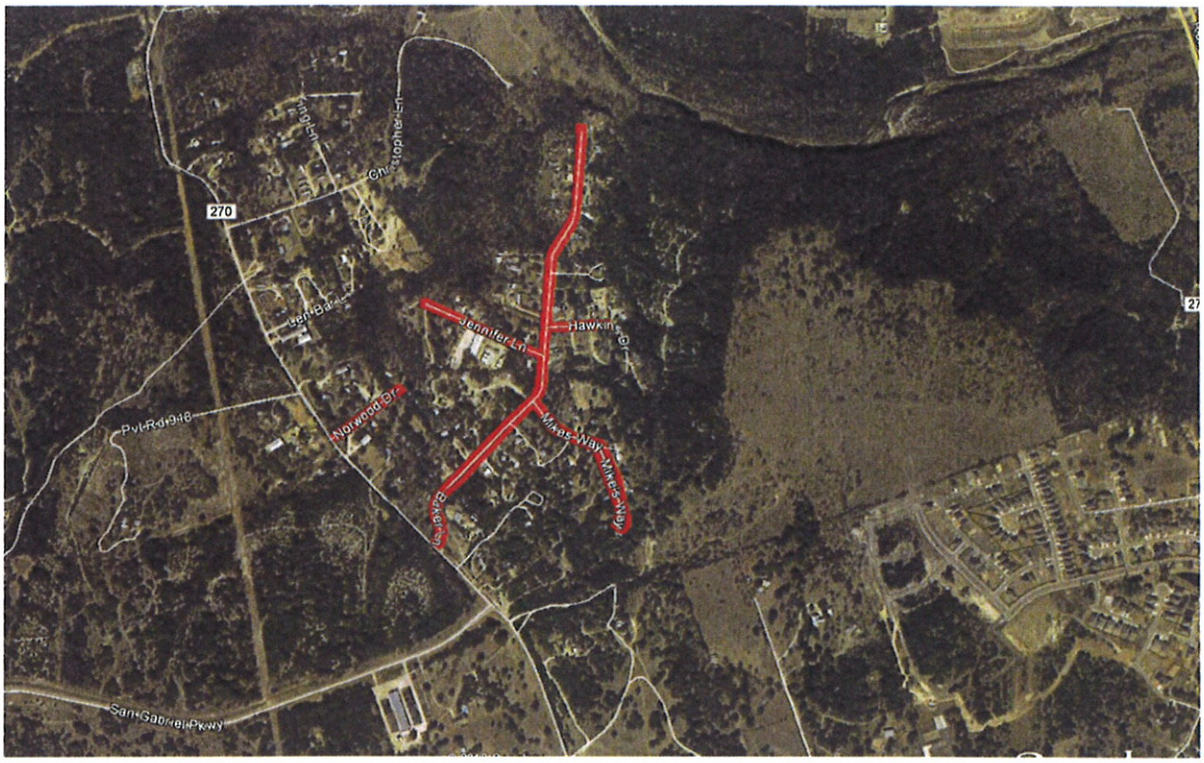
Throughout Live Oak Subdivision, Live Oak Road from city limits to east end (4,480'), Red Oak Lane (1,152'), Arthur Circle (474'), Oak Creek Road from city limits to Live oak Road (3,028'), Fairview Circle (562'), Valley View Road (3,318'), Seward View Road (790'), & Spivey Road from city limits to east end (734'). As depicted in Exhibit "A".

Exhibit "A"



Throughout South San Gabriel Ranches Subdivision, Baker Lane (3,784'), Jennifer Lane (1,042'), Hawkins Drive from Baker Lane to begin of curve (510'), Norwood Drive (712'), & Mikes Way from Baker Lane to the south property line of 240 Mikes Way (1,130'). As depicted in Exhibit "B".

Exhibit "B"



Project Control

The Surveyor shall establish horizontal & vertical control including a minimum of 5 points within the survey project limits at Live Oak subdivision and a minimum of 3 points at South San Gabriel Ranches subdivision. The survey control points (5/8" iron rods with Williamson County caps) will be set in locations that will likely be undisturbed by construction or maintenance. The project control will be placed on horizontal & vertical datum's [NAD83/2011/NAVD88 values (Texas Coordinate System, Central Zone)] with a scale factor of 1.00012 or as provided by the county. Elevations will be derived from GPS observations using Geoid 2012B model. Secondary control points will be set throughout the project corridors as needed to complete the scope of work.

Design/Topographic Survey

I. SAM will obtain design survey data within the project limits at approximate 50' intervals and major grade breaks necessary to produce a one-foot interval contour DTM. This data will typically include as follows: edge of pavement/gutter & back of curb, crown (physical centerline), roadway striping , top and bottom of drainage ditches, sidewalk, fences, guardrails, signs (with text), mailboxes, retaining walls, paved areas, buildings, driveways (with type noted), driveway pipes, visible utilities

and visible evidence of underground utilities only. Design survey limits will be from fence line to fence line within the existing right-of-way. No trees will be located during this work authorization.

Right-of-Way Delineation Survey

I. Upon notice to proceed, the Surveyor will conduct research at the Williamson County Appraisal District/County Clerk's Office in order to obtain the most recent plat & right-of-way information. The Surveyor will recover monuments/front property corners marking the existing ROW lines (if any). This shall be done in conjunction with the design survey. Utilizing the records research and data collected from the field survey, the Surveyor shall determine locations of the existing ROW lines.

Project Deliverables (same deliverables for each site)

a. 2D planimetrics & 3D DTM (Microstation V8i)
b. GPK & TIN file
c. 1-Foot Contour map in Microstation V8i DGN format
d. 2D DGN of existing ROW delineation
e. PDF Field Book copies
f. ASCII file of points

ADDITIONAL SERVICES - In addition to the services described in the foregoing Scope of Services, the SURVEYOR can provide additional services if requested by Williamson County, on a time and materials basis, after submittal of an estimated budget and receipt of written authorization. These additional services could include, but are not limited to, the following:

- ROW surveying and mapping services beyond that scoped herein
- Replacement of any missing control monumentation
- Subsurface Utility Engineering services.
- Additional surveying to support engineering and or architectural design, beyond the scope described herein.
- Obtaining permission to access adjoining properties.
- Providing construction surveying or layout services
- Safeguarding or maintenance of control or benchmarks during construction.

Wilco Road Topos/ROW Delineation
(Live Oak South San Gabriel Ranches Subdivisions)

ATTACHMENT C - WORK SCHEDULE

Surveying and Mapping,LLC

	Week 1 (3/4)	Week 2 (3/11)	Week 3 (3/18)	Week 4 (3/25)	Week 5 (4/1)	Week 6 (4/8)	Week 7 (4/15)
Establish Project Control							
Collect Design Survey							
Locate Existing Right of Way							
QA/QC & Prepare Final Deliverables							
Williamson County Review							

* Dependant upon weather and Right-of-Entry

SAM, LLC has sufficient office & field staff available to accommodate accelerated work schedules that may become necessary during the course of the project. Please contact us immediately upon becoming aware of this situation to discuss compressing the schedule, along with associated fees, to deliver the final product to meet the new deadline.

ATTACHMENT D
TIME & MATERIALS PAYMENT BASIS
SURVEY SERVICES

Project: Wilco Road Topo/ROW Delineation
Proposal Number: 1019048091

TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT MANAGER	STAFF SURVEYOR	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	FIELD COORDINATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
Control Survey	1	2		10	10	50				$8,595.00
Topo/ROW Survey (Live Oak Subdivision)				16	40	250				$37,140.00
Abstract Map	8	24		48	24					$10,400.00
Final Deliverables	1	2			8					$1,035.00
										$0.00
Control Survey	1	2		10	10	30				$5,895.00
Topo/ROW Survey (South San Gabriel Ranches Subdivision)				12	30	150				$22,980.00
Abstract Map	4	16		30	16					$6,560.00
Final Deliverables	1	2			8					$1,035.00
										$0.00
SUB-TOTALS	16	48	0	126	146	480	0	0	0	$93,740.00
HOURS SUB-TOTALS	16	48	0	126	146	480	0	0	0	816
CONTRACT RATE PER HOUR	$145.00	$125.00	$110.00	$90.00	$80.00	$130.00	$160.00	$85.00	$60.00	
TOTAL LABOR COSTS	$2,320.00	$6,000.00	$0.00	$11,340.00	$11,680.00	$62,400.00	$0.00	$0.00	$0.00	$93,740.00

OTHER DIRECT EXPENSES	#####	# OF UNITS	COST/UNIT							
Mileage (number x current state rate)		3600	$0.545							$1,962.00
GPS Receiver		120	$25.00							$3,000.00
Courier Services			$30.00							$0.00
Deed Copies		50	$1.00							$50.00
SUBTOTAL DIRECT EXPENSES										$5,012.00

SUMMARY	#####	
LABOR COSTS		$93,740.00
NON-SALARY (OTHER DIRECT EXPENSES)		$5,012.00
TOTAL SAM SURVEY		$98,752.00

Commissioners Court - Regular Session **57.**

Meeting Date: 03/19/2019

1802-216 Cast in Place Concrete renewal 1

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of Cast in Place Concrete contract #1802-216 for the same pricing, terms and conditions as the existing contract, for the term of April 7, 2019 - April 6, 2020, with RHB Construction.

Background

This is the first extension for this contract. The Road and Bridge Department submitted a Vendor Performance Report (VPR) showing the vendor met all County requirements on this contract and requests to renew for the first renewal period. The funding source is Roadway Construction/Maintenance 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1802-216 Cast in Place Concrete renewal 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/14/2019 09:02 AM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 09:04 AM
Form Started By: Dianne West		Started On: 03/08/2019 02:59 PM
Final Approval Date: 03/14/2019		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Material/Labor	**Department:**	Road & Bridge
Vendor Name:	RHB Construction		
Vendor Address:	402 W Palm Valley Blvd A, Round Rock, TX 78664		
Purpose/Intended Use of Product or Service (summary):			
Cast in Place Concrete			
P.O./Contract Number:	1802-216	**Effective Date:**	04/07/2019
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	04/06/2020
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	April 7, 2019 – April 6, 2020
Initial Contract Period	April 7, 2018 – April 6, 2019

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor RHB Construction
Name Tracey Hummel
Title President
Signature
Date 03-04-2019.

Williamson County, 710 Main St., Georgetown, TX 78626
Bill Gravell
Williamson County Judge
Signature
Date

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **58.**

Meeting Date: 03/19/2019

Balcones Geotechnical Contract Amendment No 1 Server Room

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Balcones Geotechnical LLC and Williamson County dated January 8, 2019 for Geotechnical Engineering Services - Inner Loop Carport & Justice Center Server Room.

Background

This Contract Amendment No 1 is to allow for the addition of drilling and lab testing to be included in the fee schedule.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Balcones Geotechnical Contract Amendment No 1 Server Room

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/14/2019 11:09 AM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:26 AM
Form Started By: Vicky Edwards		Started On: 03/13/2019 08:06 AM
Final Approval Date: 03/14/2019		

CONTRACT AMENDMENT NO. __1___
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

This Contract Amendment No. __1__ to Williamson County Contract for Engineering Services ("Amendment No. __1__") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Balcones Geotechnical, LLC** (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective **January 8, 2019**, wherein Engineer agreed to perform certain professional engineering services in connection with the **Geotechnical Engineering Services – Justice Center Server Room 1811-279** ("Project");

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Exhibit ___D___ - Rate Schedule

Pursuant to the CPI Rate Adjustments provisions set forth in the original Rate Schedule of the Contract, County and Engineer hereby agree the Rate Schedule attached hereto as Attachment 1 shall supplant and replace the current Rate Schedule and become effective as of the last party's execution below.

II. Terms of Contract Control and Extent of Amendment No. _____

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

III. **IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. __1___, in duplicate, to be effective as of the date of the last party's execution below.**

Engineer:

Balcones Geotechnical, LLC

By: John A Wooley

Printed Name: John A. Wooley

Title: Principal

Date: March 12, 2019

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _Bill Gravell, Jr.____

Title: _Williamson County Judge___

Date: _____, 2019

Attachment 1

Please see next page.

Balcones Geotechnical
5926 Balcones Drive, Suite 230 Austin, Texas 78731 Phone: 512-380-9969
TBPE Firm Registration F-15624

FEE SCHEDULE FOR GEOTECHNICAL FIELD, LABORATORY AND ENGINEERING SERVICES

1. Field Investigation: Drilling and Pavement Testing

1.1	Mobilization and demobilization, per mobilization and setup		
1.1.1	Drill truck, water truck, pickup, and crew	$	4.25/ mile
1.1.2	All-terrain drill rig, pickup, and crew	$	6.00/ mile
1.1.3	Setup and moving between boring locations	$	150.00/each
1.2.	Specialty Drilling		
1.2.1	All-terrain vehicle with drill rig (additional charge)	$	850.00/ day
1.2.2	Pavement Cores through HMAC and Base	$	400.00/ea
1.2.3	Pavement Cores through Concrete and Base	$	550.00/ea
1.3.	Drilling and sampling, continuous to 10 ft and 5 ft intervals thereafter		
1.3.1	Drilling and sampling 0 to 50 ft	$	22.00 /foot
1.3.2	Drilling and sampling 50 to 100 ft	$	28.00/ foot
1.4.	Thin walled tube sample	$	20.00/each
1.5.	Standard Penetration or TxDOT Cone Penetration Tests	$	30.00/each
1.6.	Rock coring, NX or similar core barrel		
1.6.1	Drilling in soft rock	$	32.50/ foot
1.6.2	Drilling in hard rock or vuggy rock	$	35.00/ foot
1.7.	Wash or auger borings drilled and logged from cuttings:		
1.7.1	Soil	$	14.00/ foot
1.7.2	Rock	$	20.00/ foot
1.8.	Casing of boreholes	$	15.00/ foot
1.9.	Hourly charges for boring layout, excessive time spent gaining access to boring locations, backfilling boreholes, cleaning up site, installing piezometers, and for other reasons beyond our control	$	200.00/hour
1.10.	Rental of concrete core drilling equipment or equipment to gain site access, or traffic control devices	$	Cost
1.11.	Materials for piezometers, grouting, etc	$	Cost
1.12.	Surveying, Traffic Control or other outside contractors	$	Cost
1.13.	Standby	$	250.00/hour
1.14.	High-pressure steam cleaner	$	400.00/ day
1.15	OVA meter	$	On Request
1.16.	55 Gallon Steel drums for drill cuttings	$	85.00/each
1.17.	Plugging boreholes with bentonite chips	$	9.00/foot
1.18.	Downhole Borehole Photography		
1.18.1	Mobilization	$	1,250.00/ea
1.18.2	Downhole Camera Base Rate	$	3,000.00/wk
1.18.3	Photography Operating Rate	$	125.00/hr

2. Laboratory Tests

2.1.	Natural water content and soil classification	$	15.00/each
2.2.	Plastic and liquid limits	$	85.00/each

2.3.	Free swell test	$	95.00/each
2.4.	Pressure swell test	$	150.00/each
2.5.	Uniaxial pressure-strain test	$	65.00/each
2.6.	Sieve analysis (No. 4, 40, and 200 sieves)	$	85.00/each
2.7.	Percent material passing a single sieve	$	45.00/each
2.8.	Minus No. 200 sieve	$	45.00/each
2.9.	Hydrometer analysis	$	200.00/each
2.10.	Unit dry weight determination and natural water content	$	18.00/each
2.11.	Unconfined compression test, soil	$	75.00/each
2.12.	Unconfined compression test, rock	$	85.00/each
2.13.	Unconsolidated-undrained triaxial compression test	$	95.00/each
2.14.	Standard Proctor (ASTM D-698) compaction test	$	230.00/each
2.15.	Modified Proctor (ASTM D-1557) compaction test	$	230.00/each
2.16.	Texas Triaxial (TxDOT TEX-117-E)	$	1,800.00/each
2.17.	California Bearing Ratio (CBR)	$	275.00/point
2.18.	Consolidation test, 7-load increments	$	750.00/each
	Additional load increments	$	100.00/each
2.19.	Permeability of silt or clay	$	250.00/each
2.20.	Specific gravity	$	50.00/each
2.21.	Volumetric shrinkage	$	75.00/each
2.22.	Chemical and analytical testing by outside laboratory	$	Cost

3. Engineering and Technical Personnel

3.1.	Senior Consultant/ Project Principal	$	255.00/hour
3.2.	Senior Project Manager	$	215.00/hour
3.3.	Project Manager	$	185.00/hour
3.4.	Senior Geotechnical Engineer	$	175.00/hour
3.5.	Registered Geologist	$	165.00/hour
3.6.	Laboratory Manager	$	95.00/hour
3.7.	System Specialist	$	165.00/hour
3.8.	Senior Engineering Technician	$	95.00/hour
3.9.	Technician and Draftsperson	$	85.00/hour
3.10.	Admin. Assistant	$	65.00/hour

4. Report Reproduction and Miscellaneous

4.1	Outside services, printing, reproduction, etc.	$	Cost
4.2.	Outside technical assistance	$	Cost
4.3.	Transportation	$	Current IRS rate
4.4.	Pickup Truck	$	75.00/day
4.5.	Per Diem for out of town, overnight lodging	$	155.00/day

Rates for other tests and services quoted on request
January, 2018

Commissioners Court - Regular Session **59.**

Meeting Date: 03/19/2019

Discuss consider and take appropriate actions regarding proposed changes to the WILCO Conceptual Corridor Plan

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

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

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss consider and take appropriate actions regarding proposed changes to the Williamson County Conceptual Corridor Plan.

Background

Based on preliminary planning work accomplished and public comment received; the following changes are proposed to the Conceptual Corridor Plan:

1. Relocate the southern extension of Corridor E into Travis county from FM 3349 to FM 973
2. Revise the conceptual corridor layout east of IH 35 and north of Ronald Reagan to provide better traffic flow with IH 35

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

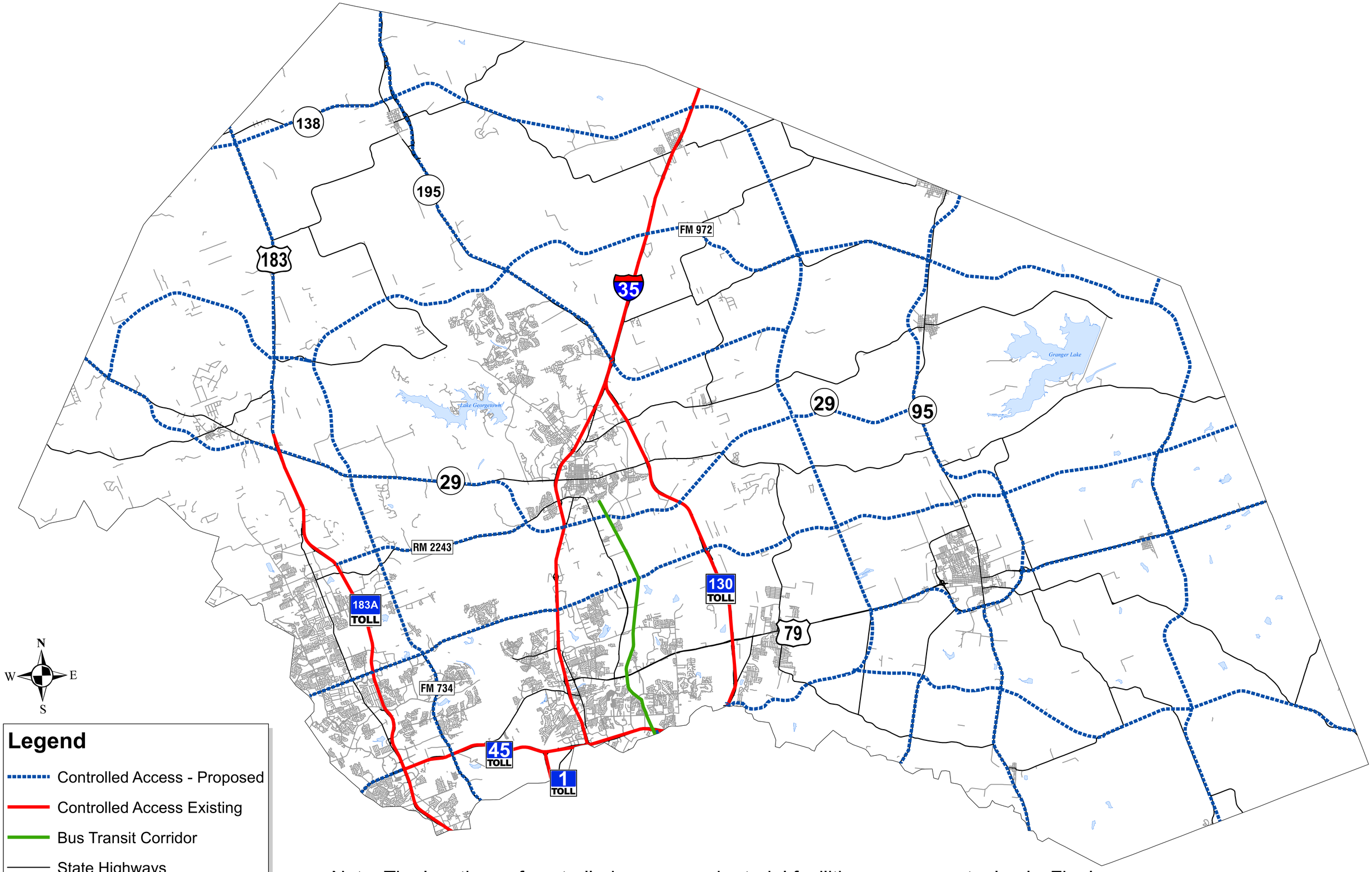
Controlled Access Conceptual

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 10:12 AM
Form Started By: Lydia Linden		Started On: 03/14/2019 09:46 AM
Final Approval Date: 03/14/2019		

03/13/2019

Conceptual Map of Proposed Controlled Access Facilities



Legend

- Controlled Access - Proposed
- Controlled Access Existing
- Bus Transit Corridor
- State Highways
- Non-State Roads

Revised: 3/14/2019

0 2.5 5 10 Miles

Note: The locations of controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

User Name: andrew.brown

Document Path: V:_Documents\URS Office Docs\Transportation Plan\Maps and Data\Maps\Long-Range Plan Maps\ControlledAccessConceptual_March2019.mxd

Commissioners Court - Regular Session **60.**

Meeting Date: 03/19/2019

Road Bond Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge the March 2019 Construction Summary Report and PowerPoint Presentation for the Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March 2019 CSR

March 2019 PowerPoint

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:27 AM
Form Started By: Dawn Haggard		Started On: 03/12/2019 09:41 AM
Final Approval Date: 03/14/2019		

ROAD BOND PROGRAM

Construction Summary Report

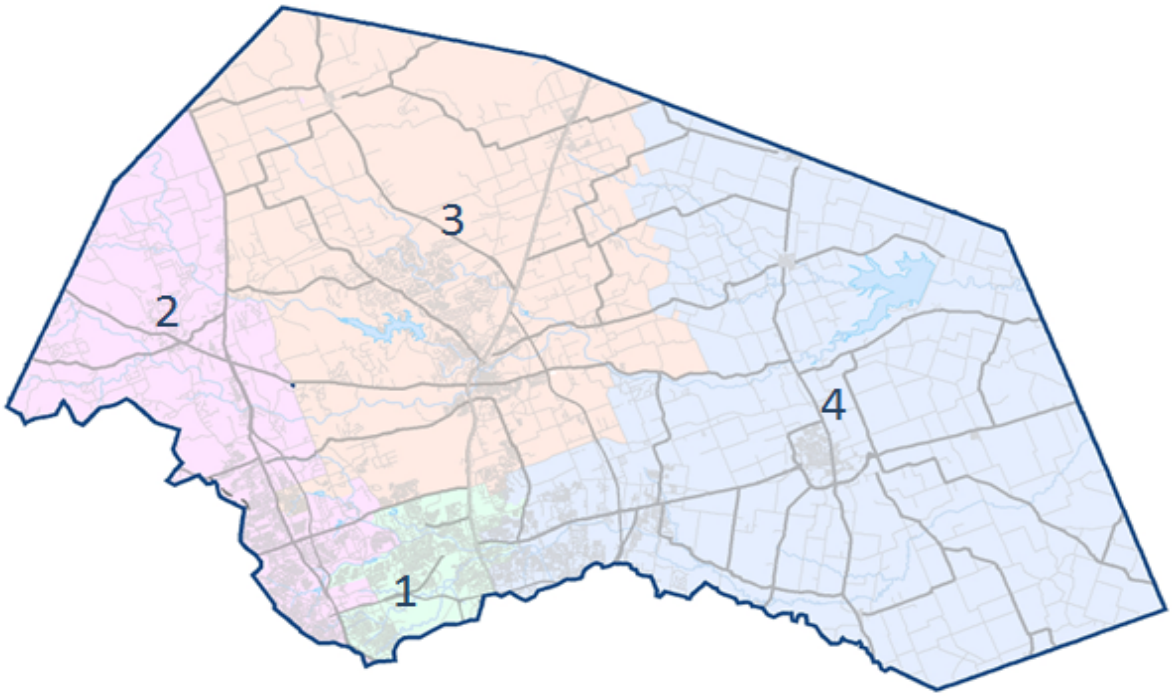
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

March 2019

WWW.ROADBOND.ORG

Volume XVIII - Issue No.03



Presented By:

PRIME STRATEGIES, INC.

HNTB

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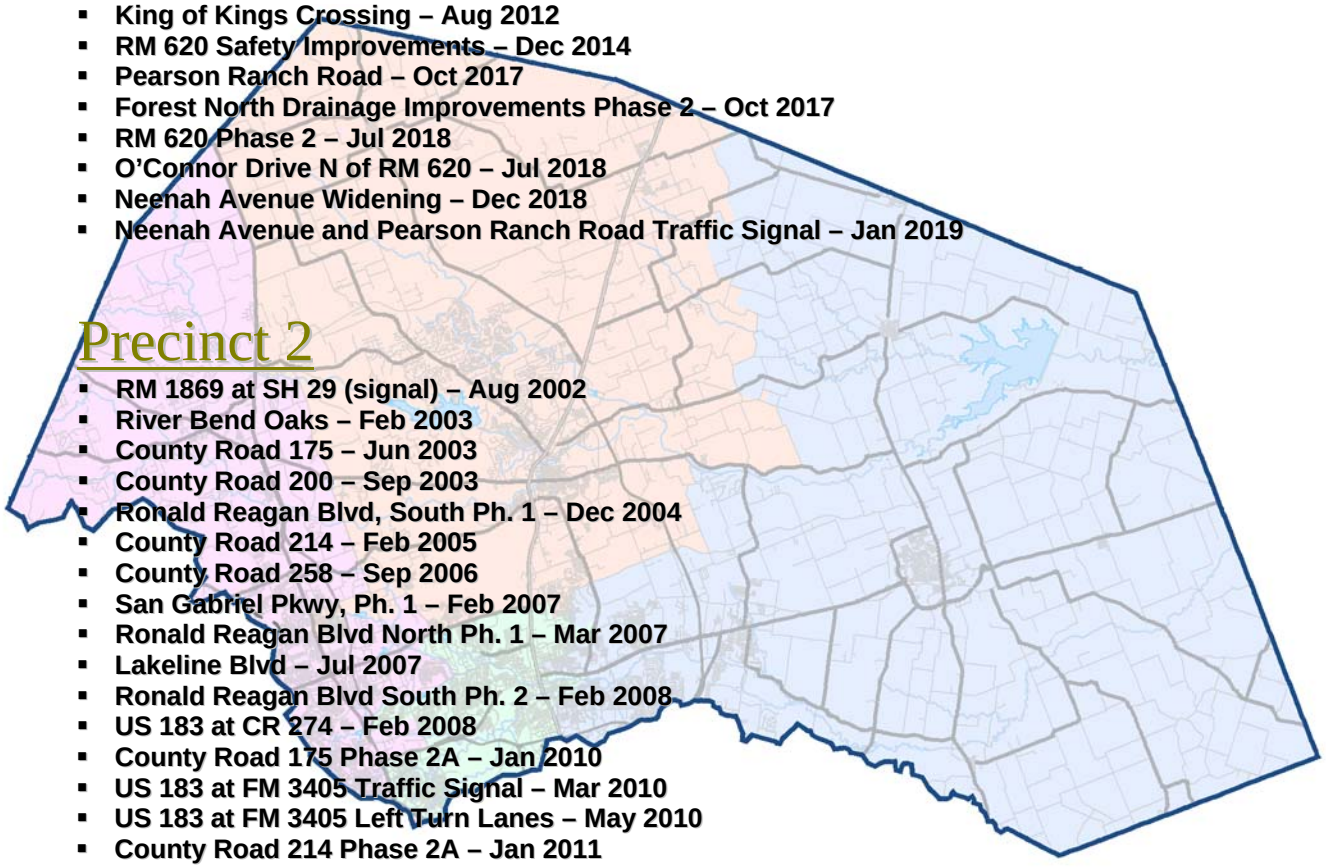
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WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2019



Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Pearson Ranch Road – Oct 2017**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **RM 620 Phase 2 – Jul 2018**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019**

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**

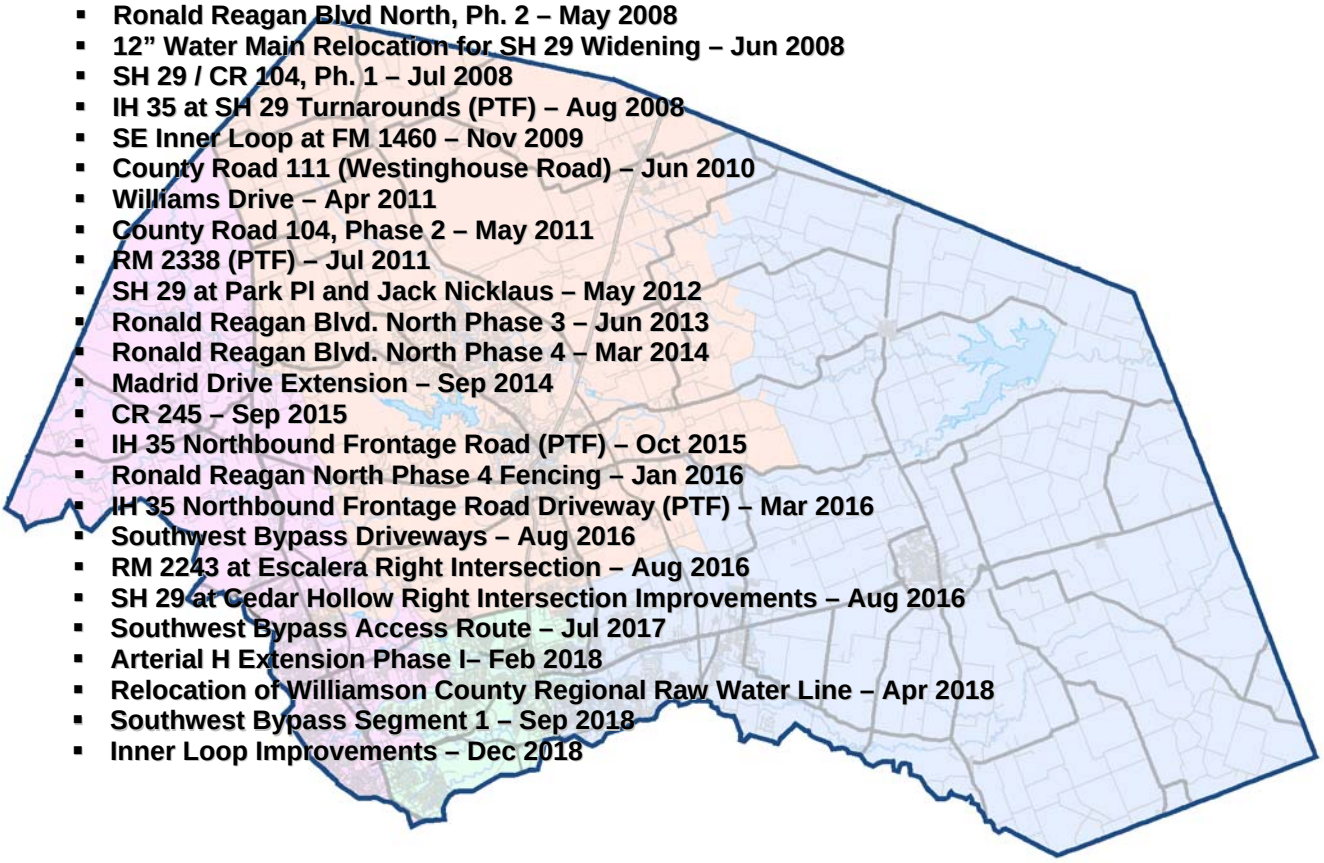
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2019

Precinct 3

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



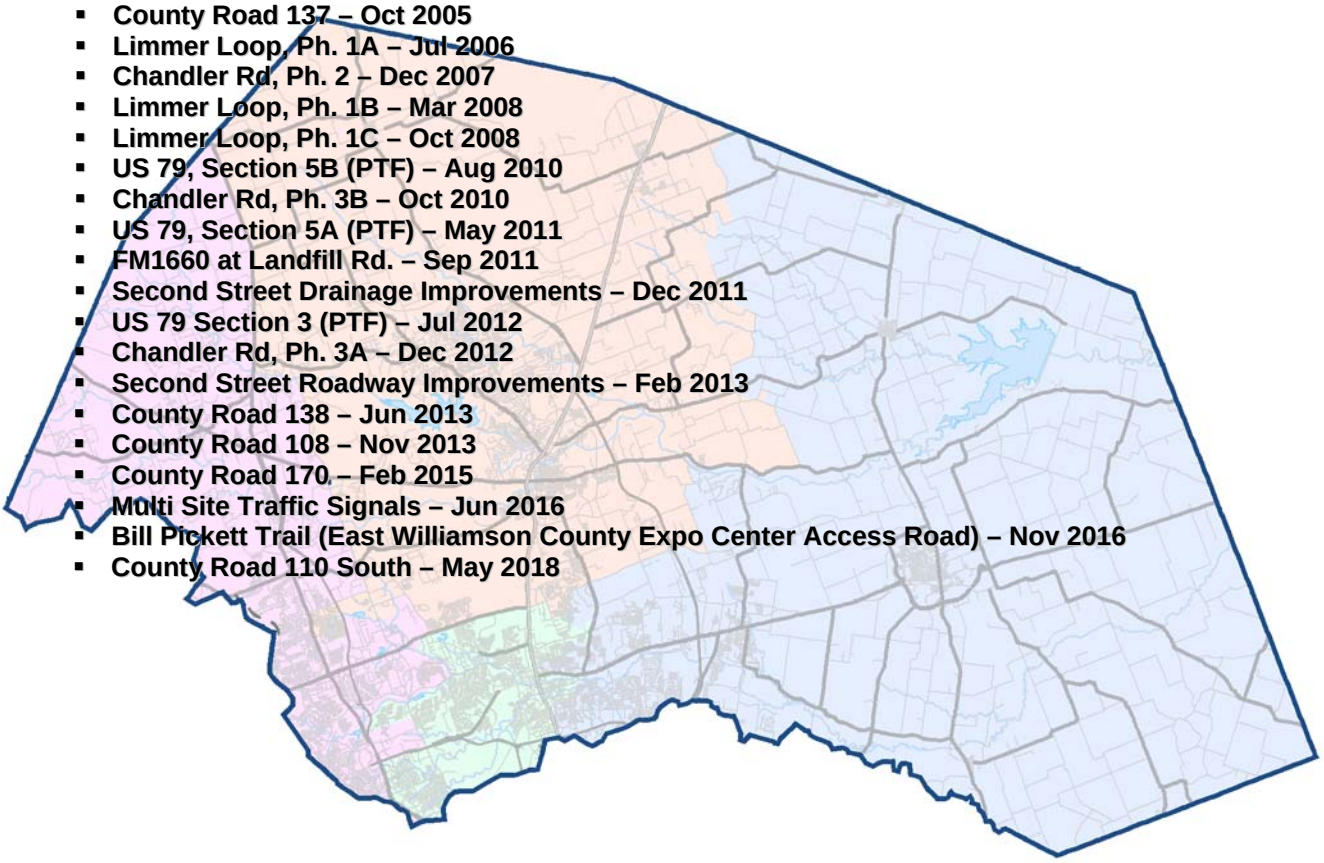
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

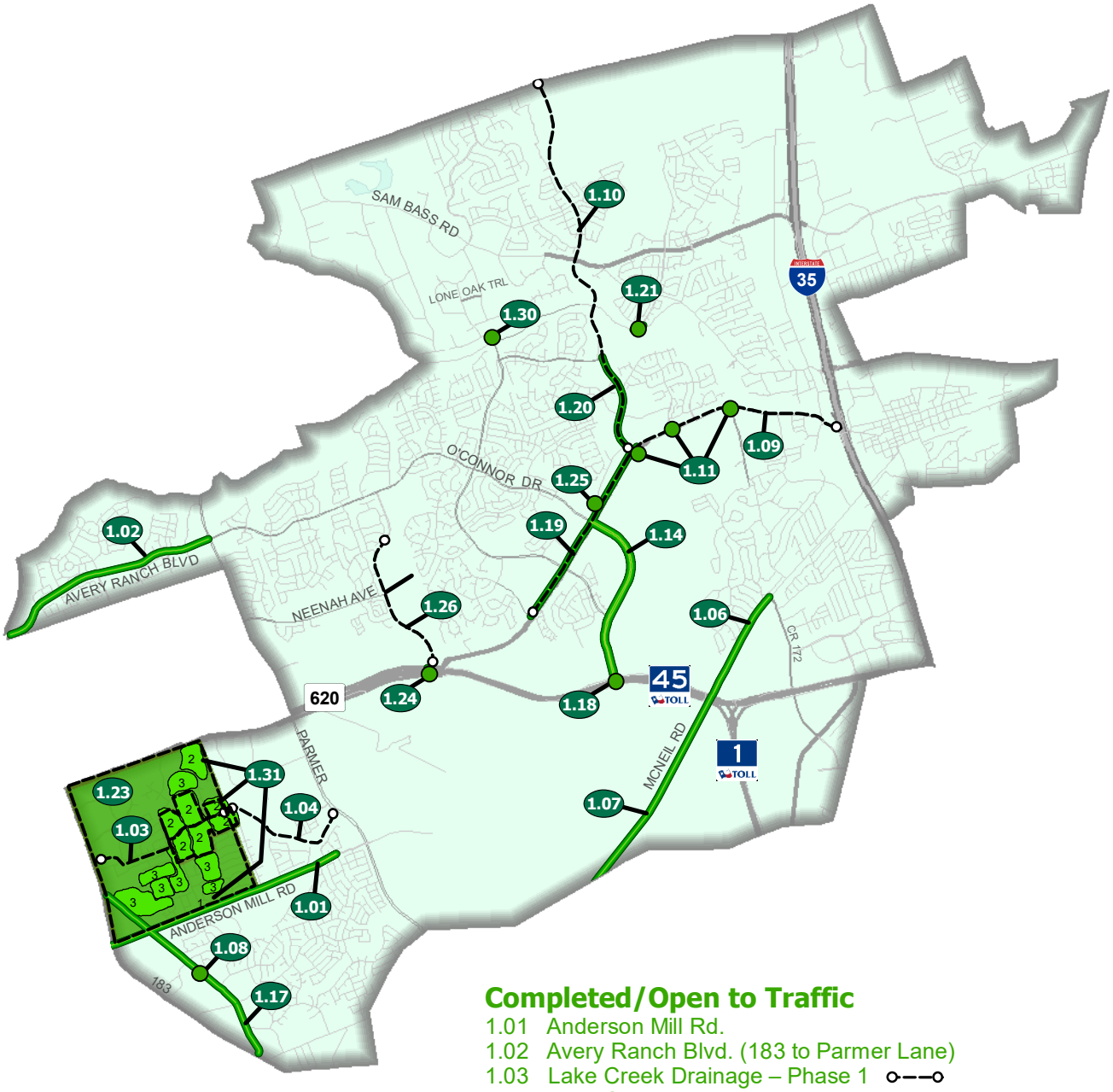
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2019

Precinct 4

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



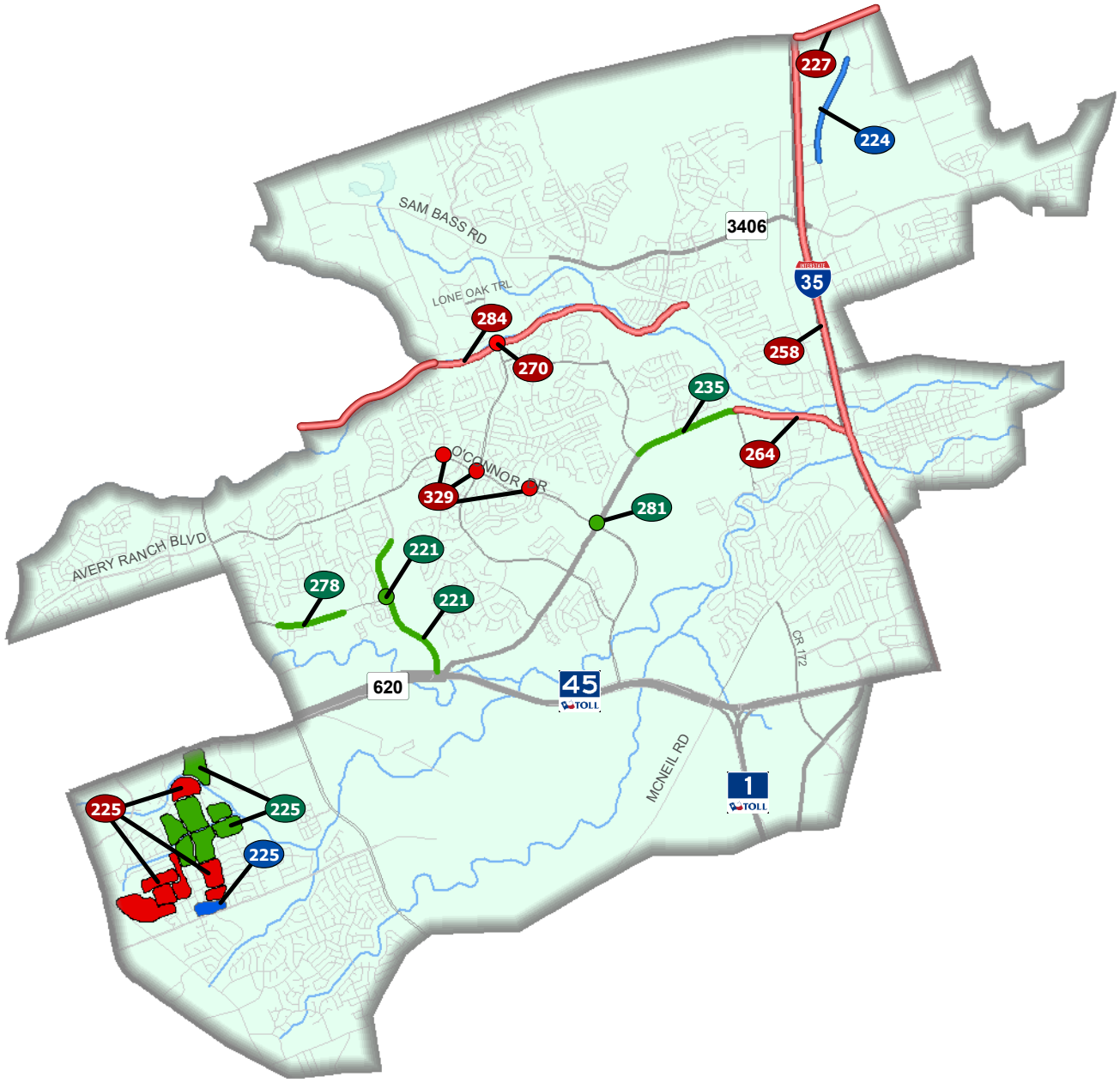
2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

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

2013 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

221 Pearson Ranch Road

221 Neenah Avenue and Pearson Ranch Road Traffic Signal

225 Forest North Drainage Improvements Phase 2

235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)

278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)

281 O'Connor Drive North of RM 620

Under Construction/Bidding

224 North Mays Street Extension Phase 1 Arterial M (Paloma Drive to Oakmont Drive)

225 Forest North Drainage Improvements Anderson Mill Zone

In Design

225 Forest North Drainage Improvements Phase 3

227 University Blvd Widening (IH 35 to Sunrise Road)

258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)

264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

270 Great Oaks Drive Bridge at Brushy Creek Study

284 Hairy Man Road/Brushy Creek Road Safety Improvements Traffic Study (Brushy Bend to Sam Bass Road)

329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

RM 620 Phase 2 (Wyoming Springs to Deep Wood / O Coonnor Drive N of RM 620)

Project No. 1608-108 Original Contract Price = $6,082,225.70

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
9/28/2016	11/30/2016	1/3/2017	1/13/2017	7/18/2018			425	30	455

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

3/1/2019 Comments - The Balancing Change Order is being processed.

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

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

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

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

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

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

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

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

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

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

Adjusted Price = $6,289,321.47

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

Original Contract Price = $2,529,398.54

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
10/15/2017	12/6/2017	1/26/2018	2/5/2018	12/4/2018			350	0	350

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/5/2018	2/23/2018	19	$125,365.50	$125,365.50	$13,929.50	$13,929.50	5	5
2	2/24/2018	3/23/2018	28	$150,775.20	$276,140.70	$16,752.80	$30,682.30	12	13
3	3/24/2018	4/25/2018	33	$191,501.10	$467,641.80	$21,277.90	$51,960.20	20	23
4	4/26/2018	5/25/2018	30	$161,682.75	$629,324.55	$17,964.75	$69,924.95	28	31
5	5/26/2018	6/25/2018	31	$247,558.88	$876,883.43	$27,506.54	$97,431.49	38	40
6	6/26/2018	7/25/2018	30	$213,856.20	$1,090,739.63	$23,761.80	$121,193.29	48	49
7	7/26/2018	8/25/2018	31	$208,142.94	$1,298,882.57	$23,127.00	$144,320.29	57	58
8	8/26/2018	9/25/2018	31	$137,292.48	$1,436,175.05	$15,254.72	$159,575.01	63	67
9	9/26/2018	10/25/2018	30	$98,959.95	$1,535,135.00	$10,995.55	$170,570.56	67	75
10	10/26/2018	11/30/2018	36	$310,666.25	$1,845,801.25	$34,518.47	$205,089.03	81	85
11	12/1/2018	12/31/2018	31	$283,617.15	$2,129,418.40	-$161,631.51	$43,457.52	86	94

3/1/2019 Comments - Punchlist items are ongoing.

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

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

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

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

Adjusted Price = $2,536,271.96

Neenah Avenue at Pearson Ranch Road Traffic Signal
Project No. 1804-222

Original Contract Price = $267,031.15

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
5/16/2018	6/5/2018	7/20/2018	7/30/2018	1/18/2019			150	0	150

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/30/2018	8/25/2018	27	$9,538.66	$9,538.66	$1,059.85	$1,059.85	4	18
2	8/26/2018	11/30/2018	97	$58,180.50	$67,719.16	$6,464.50	$7,524.35	27	83
3	12/1/2018	12/21/2018	21	$77,850.00	$145,569.16	$8,650.00	$16,174.35	57	97
4	12/22/2018	1/18/2019	28	$85,015.03	$230,584.19	$9,446.12	$25,620.47	91	115

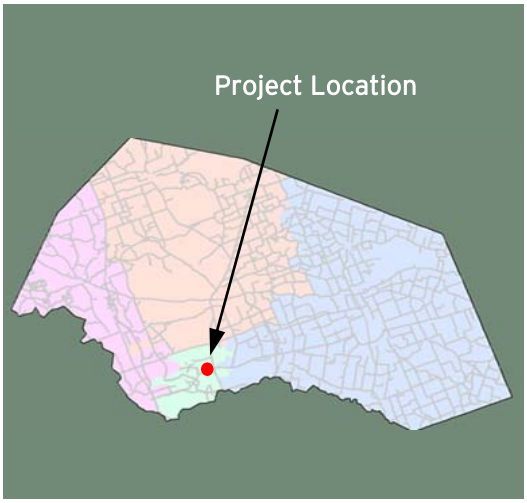
3/1/2019 Comments - Punchlist items are ongoing.

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

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

Adjusted Price = $282,031.15





North Mays Street Extension Phase 1
(Paloma Drive to Oakmont Drive)

Project Length: 1 mile
Roadway Classification: Arterial Collector

Project Schedule: January 2019 - March 2020
Estimated Construction Cost: $10.8 Million



FEBRUARY 2019 IN REVIEW

02/08/2019: Subcontractor Austin Wood Recycling continues clearing ROW.

02/15/2019: Subcontractor Austin Wood Recycling completed clearing the ROW and began hauling off mulch.

02/22/2019: Subcontractor Austin Wood Recycling completed hauling off mulch.

03/01/2019: No work performed.



Design Engineer: LJA Engineering
Contractor: Capital Excavation
Construction Observation:
Ryan Rivera, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265

Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019				150	0	410

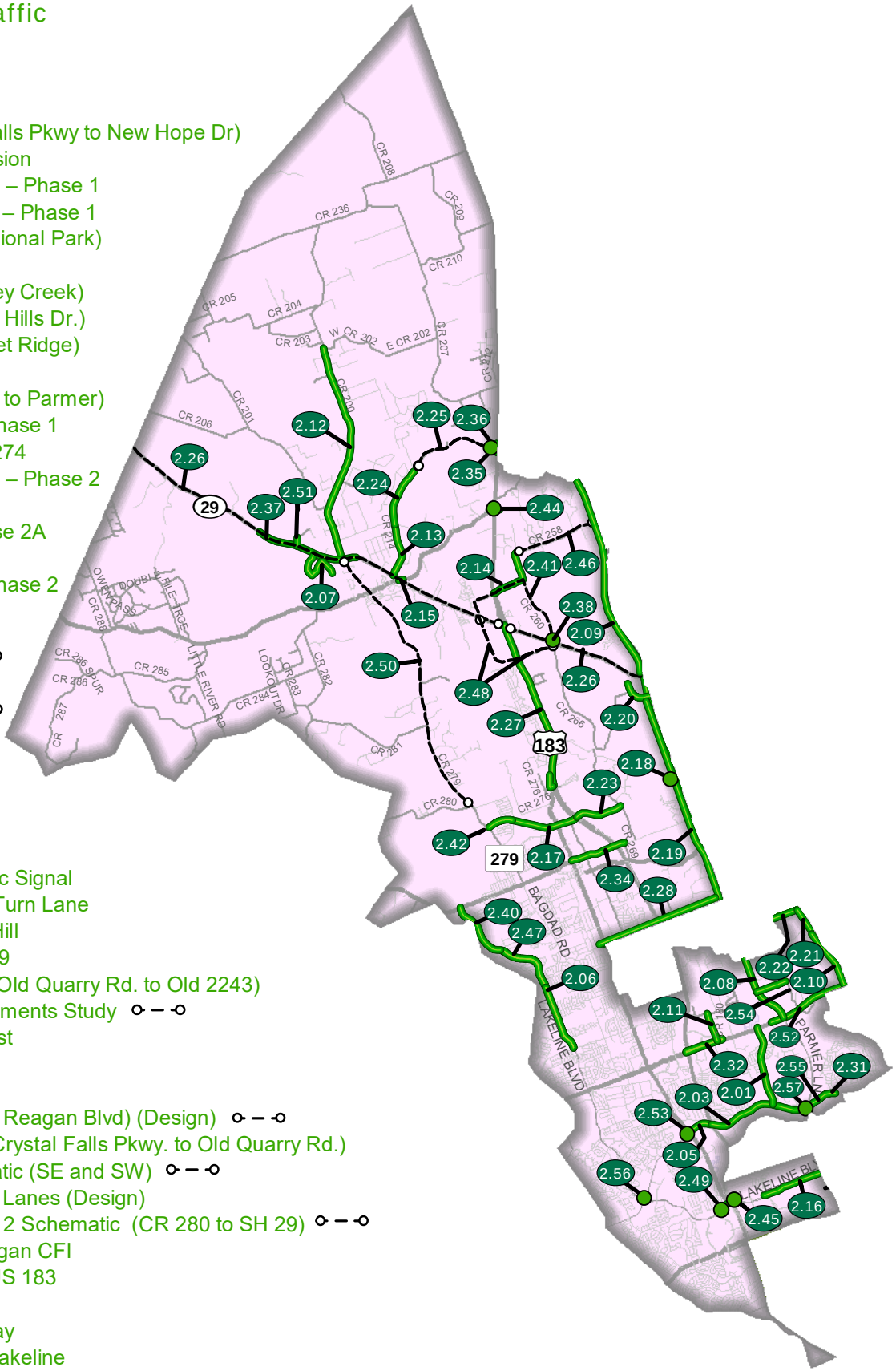
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1

Adjusted Price = $10,775,835.75

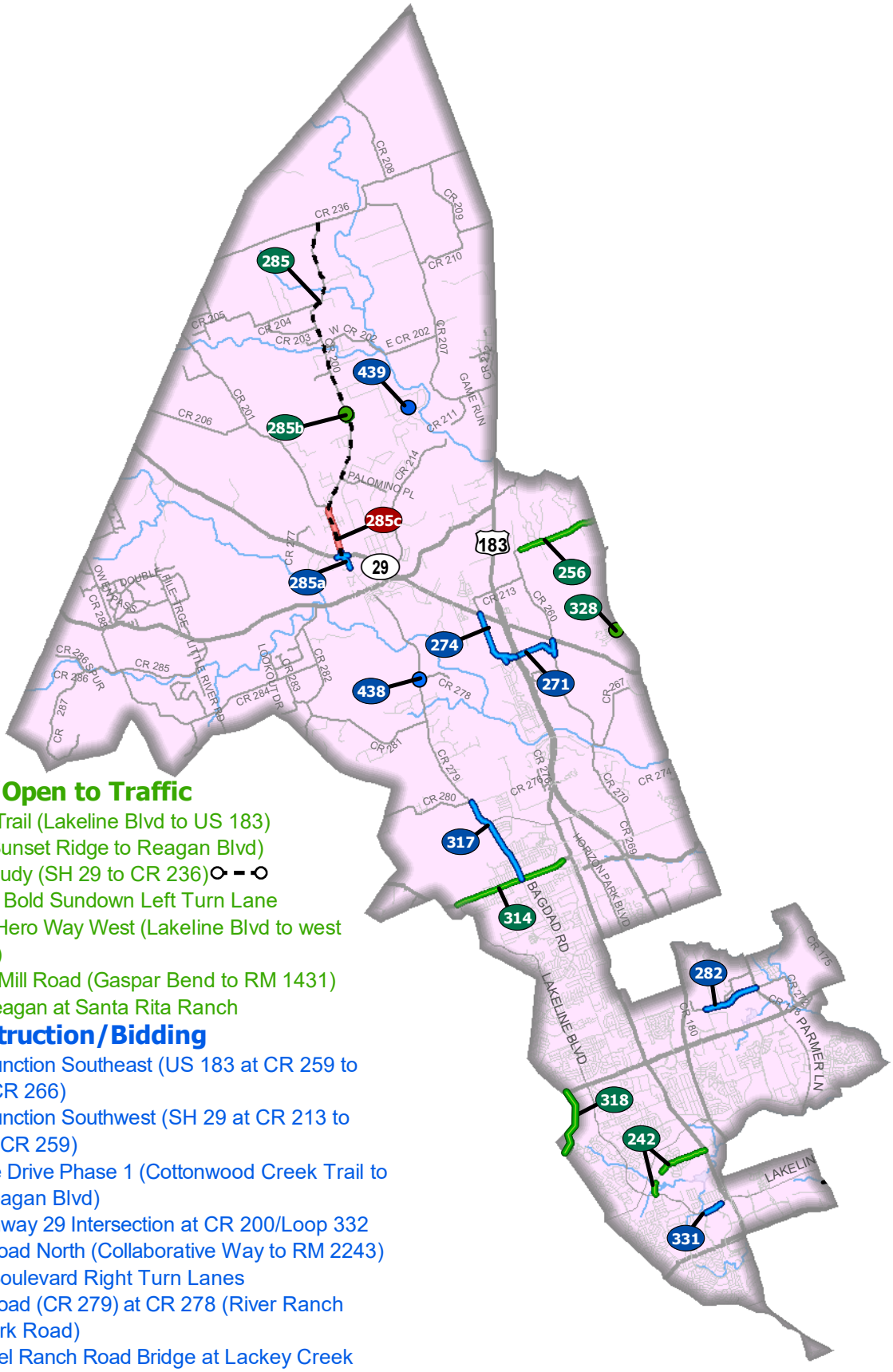
2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

Completed/Open to Traffic

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



2013 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

242 Little Elm Trail (Lakeline Blvd to US 183)
256 CR 258 (Sunset Ridge to Reagan Blvd)
285 CR 200 Study (SH 29 to CR 236)
285b CR 200 at Bold Sundown Left Turn Lane
314 Old 2243/Hero Way West (Lakeline Blvd to west of US 183)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita Ranch

Under Construction/Bidding

271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Blvd)
285a State Highway 29 Intersection at CR 200/Loop 332
317 Bagdad Road North (Collaborative Way to RM 2243)
331 Lakeline Boulevard Right Turn Lanes
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

In Design

285c CR 200 (CMTA Railroad to CR 201)

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

Original Contract Price = $1,232,539.10

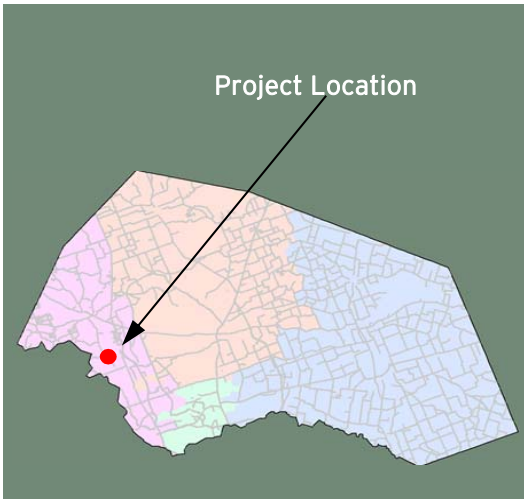
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
4/11/2018	4/24/2018	6/27/2018	7/9/2018	10/30/2018			45		45

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/9/2018	7/31/2018	17	$74,180.25	$74,180.25	$8,242.25	$8,242.25	7	38
2	8/1/2018	8/31/2018	17	$82,674.72	$156,854.97	$9,186.08	$17,428.33	14	76
3	9/1/2018	9/30/2018	4	$39,983.49	$196,838.46	$4,442.61	$21,870.94	18	84
4	10/1/2018	10/30/2018	6	$98,140.59	$294,979.05	$10,904.51	$32,775.45	27	98
5	11/1/2018	11/30/2018	0	$8,377.36	$303,356.41	$930.82	$33,706.27	27	98
6	12/1/2018	12/31/2018	0	$6,351.20	$309,707.61	$705.69	$34,411.96	28	98

3/1/2019 Comments - Vegetation establishment is the final punchlist item. The Balancing Change Order is being processed.

Adjusted Price = $1,232,539.10





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

Project Length: .99 Miles
Roadway Classification: Rural Arterial

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



FEBRUARY 2019 IN REVIEW

02/08/2019: Champion Site Prep continued excavation for the southbound ditch. Subcontractor Metalink installed ROW fence along the east side. Subcontractor BMP installed rock filter dams at the northeast and the southeast ends of the project. AT&T continued tying in the new copper line.

02/15/2019: Removal of the existing ROW fence continued. Subcontractor Metalink continued installing new ROW fence. AT&T continued working on the fiber optic line.

02/22/2019: Clearing of the park road and bike trail continued. ROW points and stakes were verified. Subcontractor Austin Wood Recycle hauled off branches. Subcontractor AWP replaced drums with grab cones and installed "Truck Entering/Exiting" signs. AT&T continued working on fiber optic line.

03/01/2019: Subgrade continued to be prepared for the southbound lanes from River Ranch County Park to the north end of the project. Excavation for the southbound ditch has begun. Excavation for the park road and clearing for the bike trail continued. Subcontractor Davey completed trimming limbs and branches. Subcontractor Austin Wood Recycling hauled branches off the project.



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

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
Project No. 1805-229

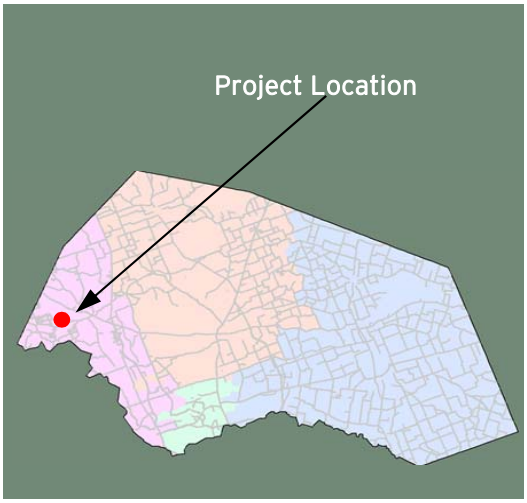
Original Contract Price = $2,959,000.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
8/15/2018	9/11/2018	10/18/2018	10/28/2018				480		480

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/28/2018	12/31/2018	65	$7,295.69	$7,295.69	$810.74	$810.74	0	14
2	1/1/2019	1/31/2019	31	$204,653.21	$211,948.90	$22,739.25	$23,549.99	8	20
3	2/1/2019	2/28/2019	28	$159,772.72	$371,721.62	$17,752.52	$41,302.51	14	26

Adjusted Price = $2,959,000.00





SH 29 Intersection at CR 200 / Loop 332

(Intersection Improvements at CR 200 and SH 29)

Project Length: .35 Miles
Roadway Classification: Rural Major Collector

Project Schedule: December 2018-May 2019
Estimated Construction Cost: $1.7 Million



FEBRUARY 2019 IN REVIEW

02/08/2019: Cox Commercial Construction finished testing the 8" water line and 3" force main. First course flexible base was processed for the westbound widening along SH 29. Subcontractor Rucoba & Maya finished placing riprap at the west end of Culvert 1.

02/15/2019: Ditch excavation and subgrade excavation for northbound CR 200 continued. Subcontractor Rucoba & Maya began installing 3'x2' box culverts (Culvert 1) across CR 200. The westbound lane of SH 29 was closed for the installation of Culvert 1.

02/22/2019: First course flexible base placement for the eastbound widening of SH 29 continued. Ditch excavation and subgrade excavation for northbound CR 200 continued. Subcontractor Rucoba & Maya continued installing 3'x2' box culverts west of CR 200.

03/01/2019: First course flexible base placement was completed and second course flexible base placement began for the eastbound widening of SH 29. First course flexible base for the northbound CR 200 continues to be processed. Subcontractor Rucoba & Maya began installing 18" reinforced concrete pipe for Culvert 2 along southbound CR 200.



Design Engineer: O'Brien Engineering
Contractor: Cox Commercial Construction
Construction Observation:
Steven Shull / Feng Chen, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements at CR 200 and SH 29)

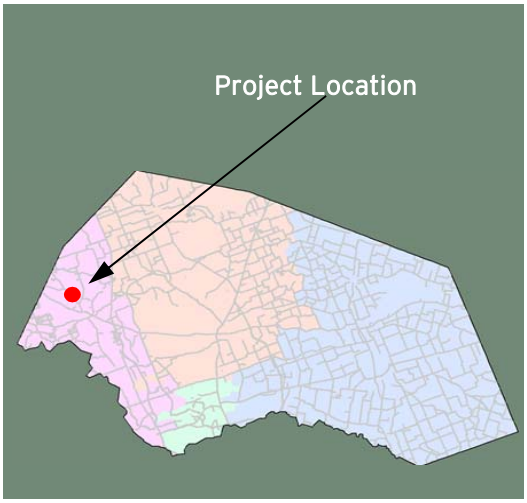
Project No. 1805-232 Original Contract Price = $1,705,061.70

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
9/28/2016	8/28/2018	11/20/2018	12/3/2018				180		180

	Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used	
	1	12/3/2018	12/31/2018	29	$111,968.00	$111,968.00	7	16	
	2	1/1/2019	1/31/2019	31	$284,815.54	$396,783.54	23	33	

Adjusted Price = $1,705,061.70





San Gabriel Ranch Road Bridge at Lackey Creek
(Remuda Drive and San Gabriel Ranch Road)

Project Length: .09 Miles
Roadway Classification: Bridge

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



FEBRUARY 2019 IN REVIEW

02/08/2019: Siphoning continued to reduce water levels. AT&T's new utility line is in place but has not yet been spliced.

02/15/2019: Siphoning continued to reduce water levels. The lake continued draining out of the existing secondary spillway naturally.

02/22/2019: Siphoning continued to reduce water levels. The lake stopped draining out of the existing secondary spillway naturally.

03/01/2019: Siphoning continued to reduce water levels. The lake stopped draining out of the existing secondary spillway naturally. AT&T crew began splicing the temporary utility line.



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

Williamson County
Road and Bridge

HNTB

PRIME STRATEGIES, INC.

San Gabriel Ranch Road Bridge at Lackey Creek (Remuda Drive to San Gabriel Ranch Road)

Project No. 1807-252 Original Contract Price = $1,425,301.90

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
9/5/2018	9/18/2018	10/12/2018	10/22/2018				125		125

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2018	11/30/2018	0	$20,025.00	$20,025.00	$2,225.00	$2,225.00	2	0
2	12/1/2018	12/31/2018	0	$6,088.77	$26,113.77	$676.53	$2,901.53	2	0
3	1/1/2019	1/31/2019	0	$12,825.00	$38,938.77	$1,425.00	$4,326.53	3	0

Adjusted Price = $1,425,301.90

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

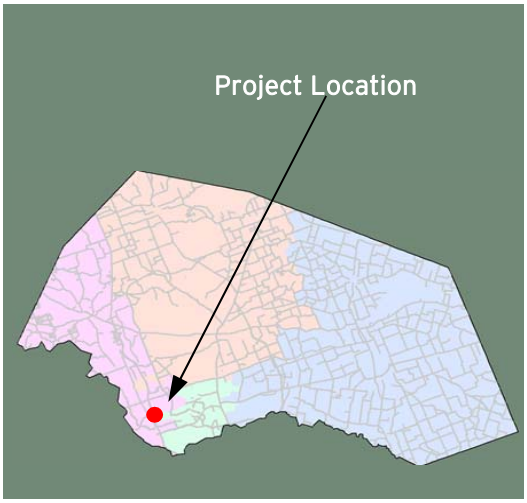
Original Contract Price = $420,608.60

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
9/25/2018	10/9/2018	10/24/2018	11/5/2018	1/18/2019			30		30

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/24/2018	10/31/2018	0	$8,237.61	$8,237.61	$915.29	$915.29	2	0
2	11/1/2018	11/30/2018	14	$22,500.00	$30,737.61	$2,500.00	$3,415.29	8	14
3	12/1/2018	12/31/2018	7	$71,658.00	$102,395.61	$7,962.00	$11,377.29	27	7
4	1/1/2019	1/31/2019	7	$235,576.80	$337,972.41	$26,175.20	$37,552.49	89	7
5	2/1/2019	2/28/2019		$40,546.86	$378,519.27	$4,505.21	$42,057.70	100	93

Adjusted Price = $420,608.60





Lakeline Boulevard Right Turn Lanes
(Intersection Improvements)

Project Length: .1 Miles
Roadway Classification: Urban Arterial

Project Schedule: January 2019-September 2019
Estimated Construction Cost: $.42 Million



FEBRUARY 2019 IN REVIEW

02/08/2019: Smith Contracting completed the removal of the existing sidewalk and began roadway excavation.

02/15/2019: Roadway excavation continued. Excavation began on the rain garden.

02/22/2019: The roadway and rain garden excavations were completed.

03/01/2019: No work performed.



Design Engineer: Kimley Horn
Contractor: MA Smith Contracting
Construction Observation:
Ryan Rivera, HNTB

Williamson County
Road and Bridge

HNTB

PRIME STRATEGIES, INC.

Lakeline Boulevard Right Turn Lane
Project No. 1809-259

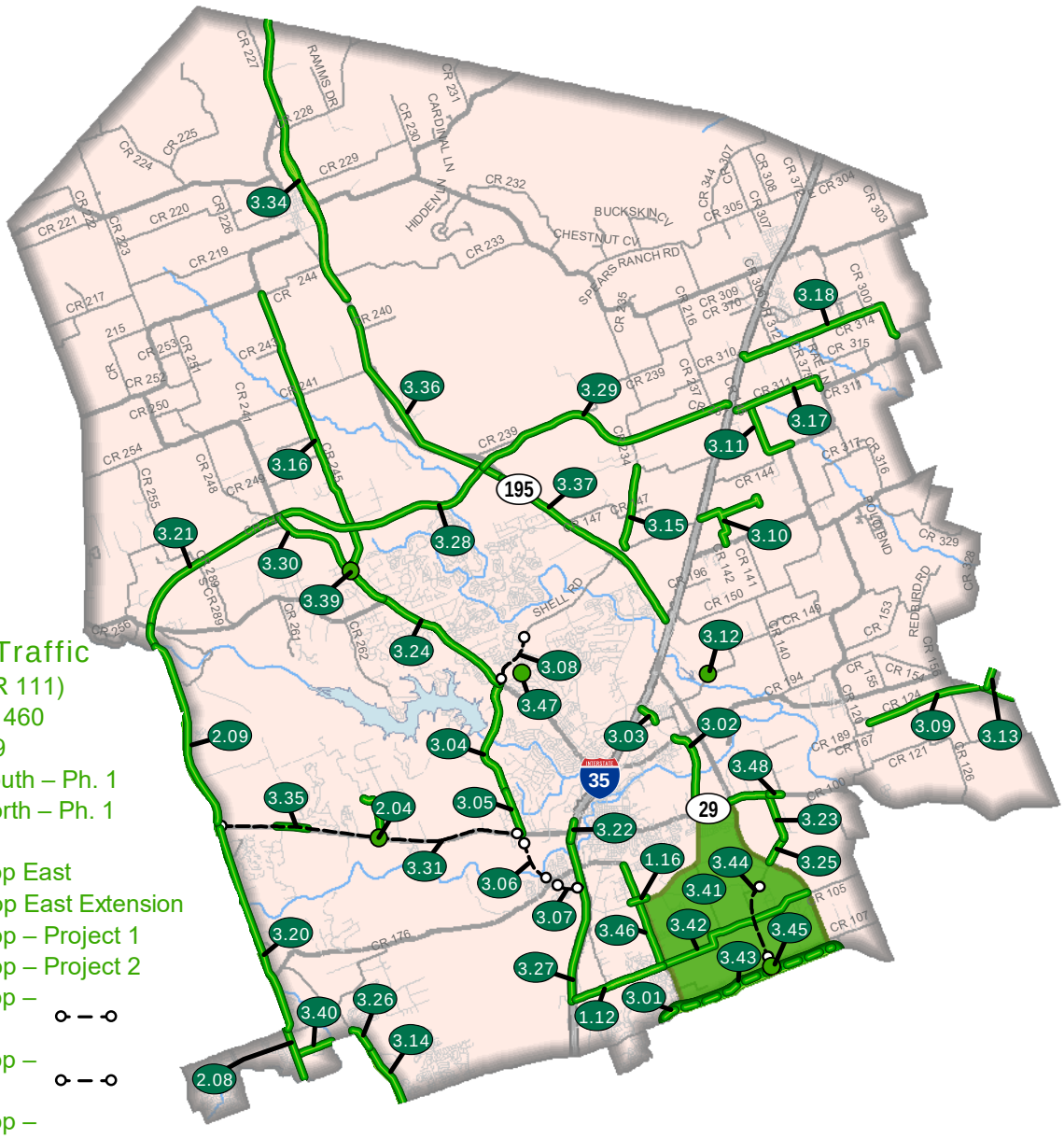
Original Contract Price = $567,792.55

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
10/24/2018	11/14/2018	12/20/2018	1/2/2019				30		267

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/2/2019	2/28/2019	58	$91,717.65	$91,717.65	$10,190.85	$10,190.85	18	22

Adjusted Price = $567,792.55

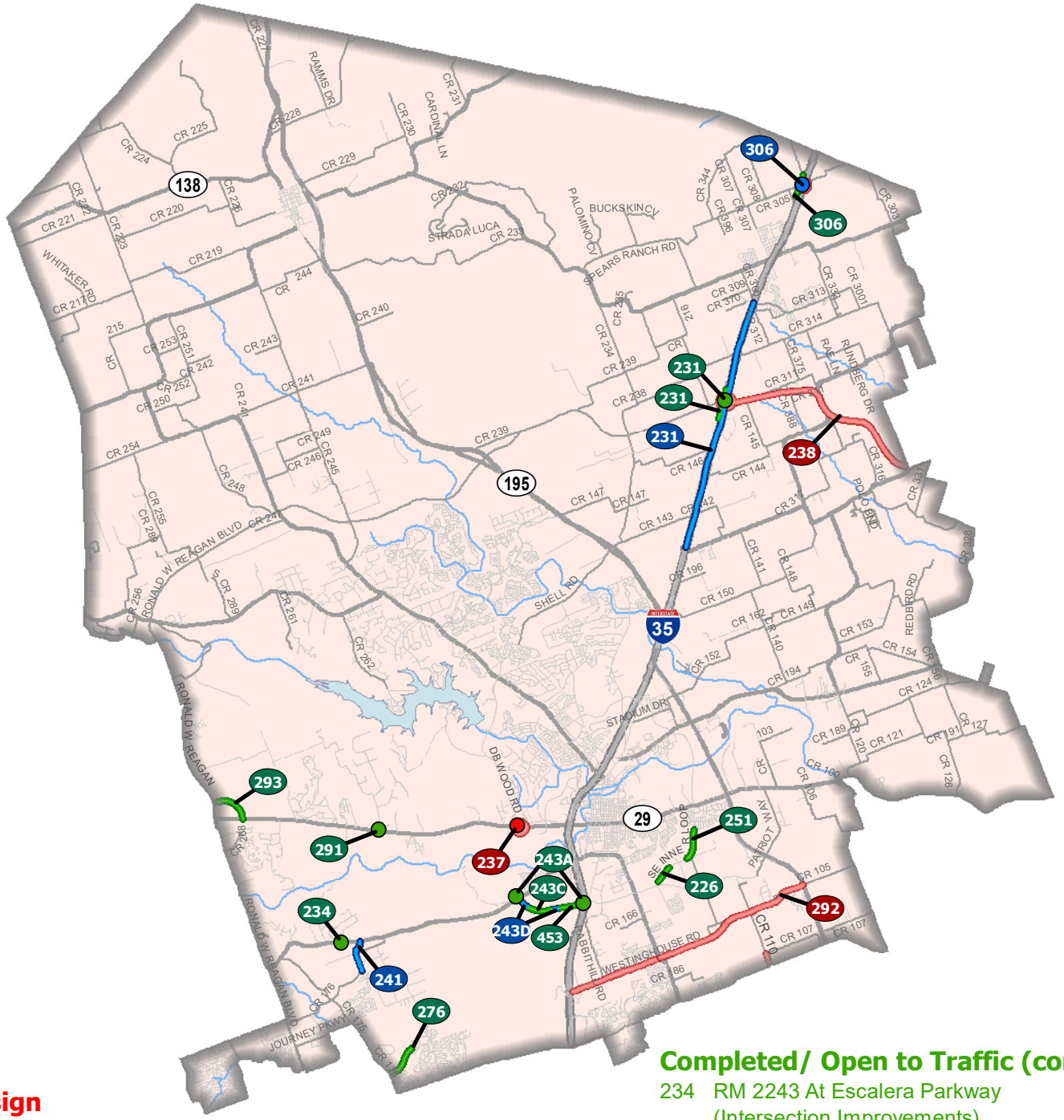
2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



Completed / Open to Traffic

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

2013 Road Bond Program Projects
Precinct 3 - Commissioner Covey



In Design

237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Blvd Extension Planning (IH 35 to SH 95)
292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)

Under Construction/Bidding

231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231 Ronald Reagan Blvd at IH 35 (Bridge Replacement)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
306 CR 305 At IH 35 (Bridge Replacement)

Completed/ Open to Traffic

226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
231 Relocation of 48" Williamson County Regional Raw Waterline - Line B

Completed/ Open to Traffic (con't)

234 RM 2243 At Escalera Parkway (Intersection Improvements)
243a Southwest Bypass Driveways
243c Southwest Bypass Access Route
251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
291 SH 29 At Cedar Hollow (Intersection Improvements)
293 Kauffman Loop Phase 1 - Two Lanes (NE quadrant of Reagan at SH 29)
306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

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

Original Contract Price = $5,599,200.86

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
6/27/2017	7/26/2017	8/21/2017	8/21/2017	9/25/2018			337	0	337

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/21/2017	9/30/2017	41	$481,587.30	$481,587.30	$25,346.70	$25,346.70	9	12
2	10/1/2017	10/31/2017	31	$458,144.63	$939,731.93	$24,112.88	$49,459.58	17	21
3	11/1/2017	11/30/2017	30	$165,940.58	$1,105,672.51	$8,733.71	$58,193.29	20	30
4	12/1/2017	12/31/2017	31	$175,800.58	$1,281,473.09	$9,252.66	$67,445.95	24	39
5	1/1/2018	1/31/2018	31	$568,442.13	$1,849,915.22	$29,918.01	$97,363.96	34	49
6	2/1/2018	2/28/2018	28	$282,226.98	$2,132,142.20	$14,854.05	$112,218.01	39	57
7	3/1/2018	3/31/2018	31	$696,205.12	$2,828,347.32	$36,642.70	$148,860.71	52	66
8	4/1/2018	4/30/2018	30	$424,409.91	$3,252,757.23	$22,337.04	$171,197.75	60	75
9	5/1/2018	5/31/2018	31	$267,712.89	$3,520,470.12	$14,089.28	$185,287.03	65	84
10	6/1/2018	6/30/2018	30	$352,872.20	$3,873,342.32	$18,572.22	$203,859.25	71	93
11	7/1/2018	7/31/2018	31	$149,691.68	$4,023,034.00	$7,878.51	$211,737.76	74	102
12	8/1/2018	8/31/2018	31	$857,510.85	$4,880,544.85	$45,133.02	$256,870.78	90	112
13	9/1/2018	9/25/2018	25	$154,914.24	$5,035,459.09	$8,153.38	$265,024.16	93	119
14	9/26/2018	11/30/2018	0	$228,483.14	$5,263,942.23	$12,025.43	$277,049.59	97	119
15	12/1/2018	1/31/2019	0	$191,866.04	$5,455,808.27	-$227,049.59	$50,000.00	96	119

3/1/2019 Comments - Substantial Completion was granted as of 9/25/18. A Balancing Change Order is being reviewed.

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

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

Adjusted Price = $5,713,278.44

Inner Loop Improvements (Wilco Way to Belmont Dr.)
Project No. 1706-168 Original Contract Price = $5,352,696.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
8/9/2017	8/30/2017	9/18/2017	9/28/2017	12/21/2018			300	90	390

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/28/2017	10/31/2017	34	$324,036.00	$324,036.00	$36,004.00	$36,004.00	6	9
2	11/1/2017	11/30/2017	30	$429,129.00	$753,165.00	$47,681.00	$83,685.00	15	16
3	12/1/2017	1/31/2018	62	$460,398.44	$1,213,563.44	$51,155.38	$134,840.38	24	32
4	2/1/2018	2/28/2018	28	$52,007.22	$1,265,570.66	$5,778.58	$140,618.96	25	39
5	3/1/2018	3/31/2018	31	$346,718.46	$1,612,289.12	$38,524.28	$179,143.24	32	47
6	4/1/2018	4/30/2018	30	$616,068.50	$2,228,357.62	$68,452.05	$247,595.29	44	55
7	5/1/2018	5/31/2018	31	$625,661.55	$2,854,019.17	$69,517.95	$317,113.24	57	63
8	6/1/2018	6/30/2018	30	$940,709.70	$3,794,728.87	$104,523.31	$421,636.55	76	71
9	7/1/2018	7/31/2018	31	$464,007.65	$4,258,736.52	$51,556.40	$473,192.95	85	79
10	8/1/2018	8/31/2018	31	$164,300.22	$4,423,036.74	$18,255.58	$491,448.53	88	87
11	9/1/2018	9/30/2018	30	$55,348.69	$4,478,385.43	$6,149.85	$497,598.38	89	94
12	10/1/2018	10/31/2018	31	$35,315.10	$4,513,700.53	$3,923.90	$501,522.28	90	102
13	11/1/2018	11/30/2018	30	$68,351.25	$4,582,051.78	$7,594.58	$509,116.86	91	110
14	12/1/2018	12/22/2018	22	$67,106.34	$4,649,158.12	$7,456.26	$516,573.12	93	116
15	12/23/2018	2/28/2019	0	$32,411.02	$4,681,569.14	$3,601.23	$520,174.35	93	116
						$3.00			

3/1/2019 Comments - Substantial Completion was requested as of 12/21/18. The Contractor is working on ADA violations.

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

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

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

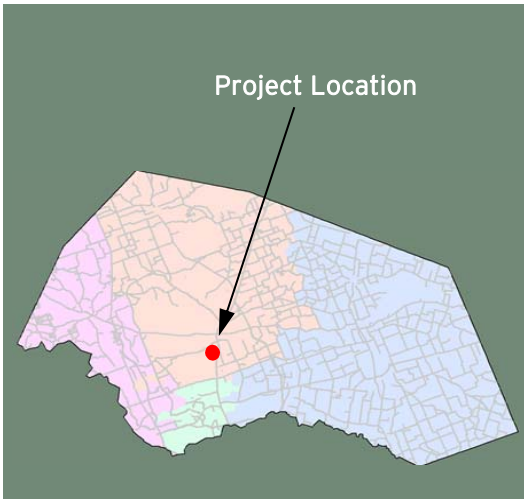
3F: County Convenience. Additional work desired by the County. This Change Order pays for various additional items of work on the Central Maintenance portion of the project that include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, level up asphalt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

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

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

Adjusted Price = $5,580,209.02





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

Project Length: 1.6 Miles
Roadway Classification: Major Urban Collector

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



FEBRUARY 2019 IN REVIEW

02/08/2019: James Construction excavated the top of the quarry at the west end of the project and the spoils were hauled to the north pond and Wall 6 area. Surveyors laid out the roadway from the east end of the project to the west end of the project.

02/15/2019: The top of the quarry at the west end of the project continued to be excavated and the spoils continued to be hauled to the north pond and Wall 6 area. Surveyors staked the east end of the project for the cut and fills and placed the center lines on some bridge bents.

02/22/2019: The top of the quarry at the west end of the project continued to be excavated and the spoils continued to be hauled to the north pond and Wall 6 area. Surveyors staked the roadway thru the Wall 6 area and the pond area.

03/01/2019: The top of the quarry at the west end of the project continued to be excavated and the spoils continued to be hauled to the north pond and Wall 6 area. Subcontractor Metalink placed fence posts and wire on the west end top. Subcontractor Evan & Sons mobilized rock crushing equipment to create riprap for MSE walls and for the flexible base.



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

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

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

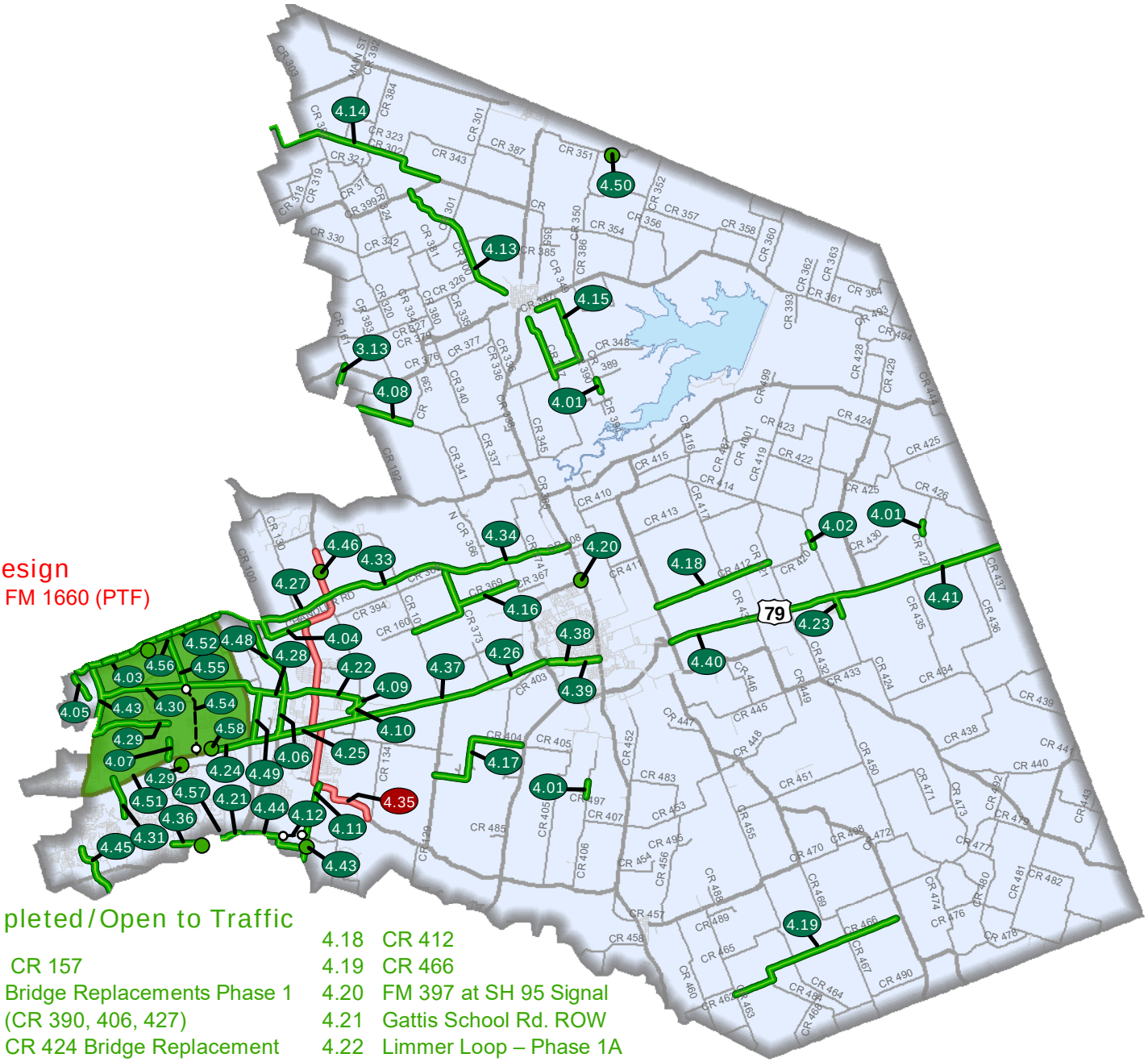
Original Contract Price = $8,087,943.77

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
5/9/2018	6/19/2018	9/14/2018	9/24/2018				420	0	420

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/24/2018	10/25/2018	32	$650,245.50	$650,245.50	$72,249.50	$72,249.50	9	8
2	10/26/2018	11/25/2018	31	$282,139.19	$932,384.69	$31,348.80	$103,598.30	13	15
3	11/26/2018	12/25/2018	30	$935,358.18	$1,867,742.87	$103,928.69	$207,526.99	26	22
4	12/26/2018	1/25/2019	31	$150,358.76	$2,018,101.63	$16,706.52	$224,233.51	28	30
5	1/26/2019	2/25/2019	31	$87,117.34	$2,105,218.97	$9,679.71	$233,913.22	29	37

Adjusted Price = $8,087,943.77

2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



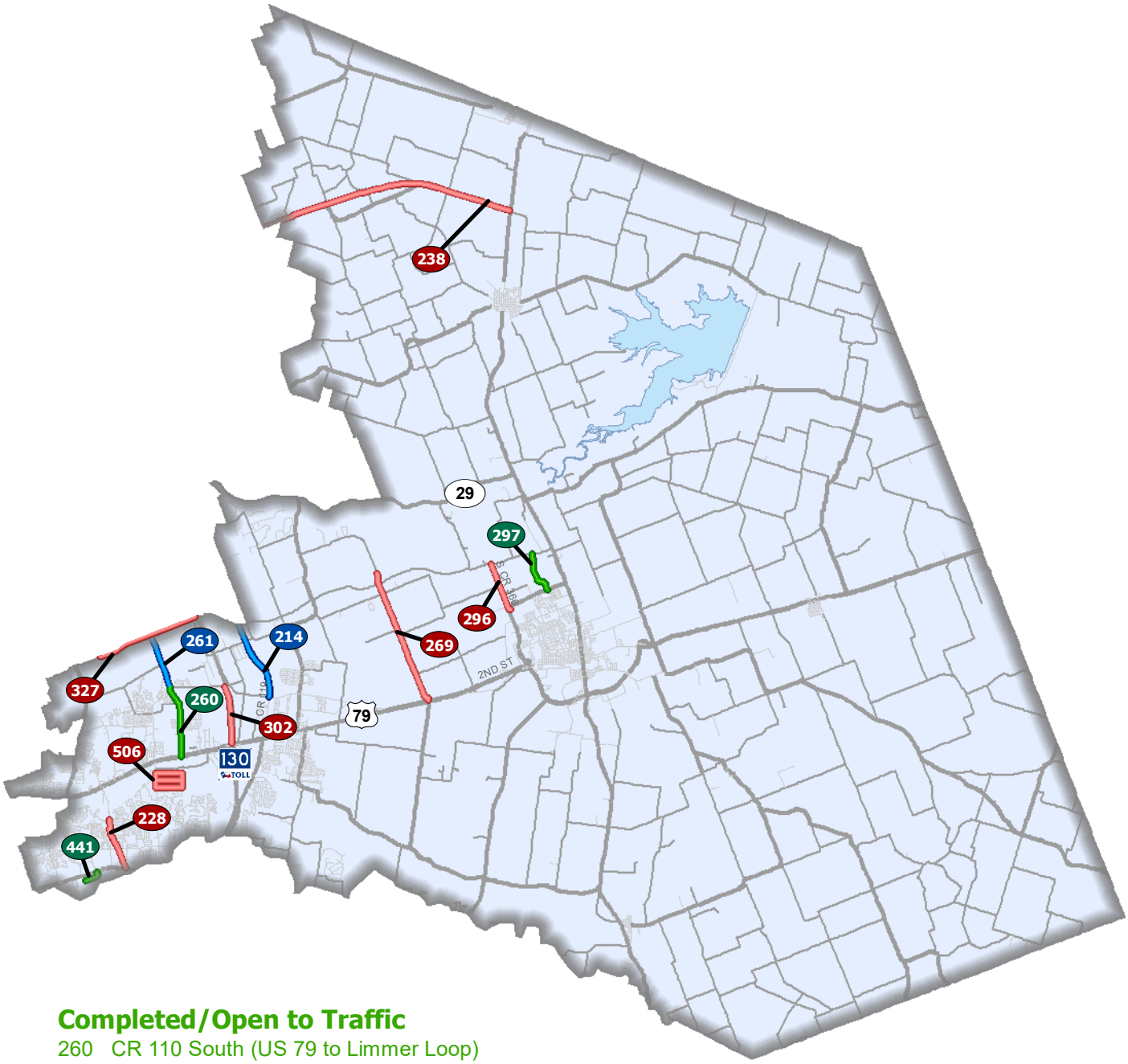
In Design

4.35 FM 1660 (PTF)

Completed/Open to Traffic

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

2013 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

260 CR 110 South (US 79 to Limmer Loop)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Blvd to Chandler Road)
441 Roundville Lane (A.W. Grimes Blvd. to EBFR of SH 45)

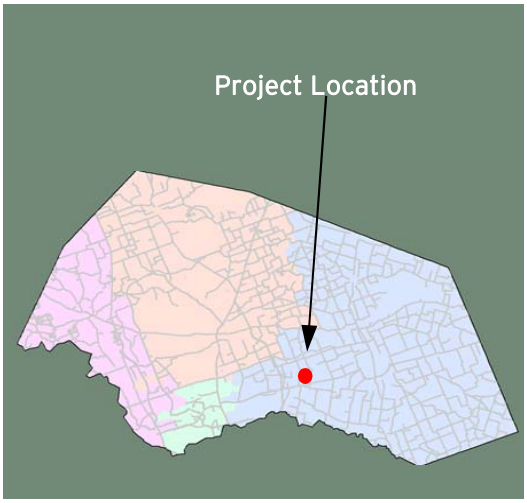
Under Construction/Bidding

214 CR 119 (Limmer Loop to Chandler Road)
261 CR 110 Middle (Limmer Loop to CR 107)

In Design

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





County Road 119
(Limmer Loop to Chandler Road)

Project Length: 2.35 Miles
Roadway Classification: Suburban Collector

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



FEBRUARY 2019 IN REVIEW

02/08/2019: Joe Bland Construction graded and placed topsoil from CR 118 to Chandler. Silt fence and rock berm dams were placed from CR 118 to Chandler on the west side. Hot mix asphalt was placed at the excavated radii from CR 119 to Chandler. Subcontractor AAA Fence placed fence post anchors on riprap at bridge.

02/15/2019: Topsoil was placed and graded from CR 118 to Limmer Loop on the east side. Silt fence and rock berm dams were placed from CR 118 to Limmer Loop on the east side. Subcontractor AAA Fence placed fence at the bridge.

02/22/2019: Topsoil was placed and graded from CR 118 to Culvert C on the east side. 18" of riprap was placed at Culvert B, C, E-1 and E-2. Subcontractor AAA Fence continued to place fence at the bridge.

03/01/2019: Drainage easements were cleaned at Culverts A, B and C. Subcontractor AAA Fence continued to place fence at the bridge.



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

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

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

Original Contract Price = $6,640,302.71

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
10/25/2017	11/15/2017	12/8/2017	12/18/2017				450		450

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	12/1/2017	12/31/2017	31	$65,613.60	$65,613.60	$7,290.40	$7,290.40	1	7
2	1/1/2018	1/31/2018	31	$473,860.64	$539,474.24	$52,651.18	$59,941.58	9	14
3	2/1/2018	2/28/2018	28	$323,428.91	$862,903.15	$35,936.55	$95,878.13	14	20
4	3/1/2018	3/31/2018	31	$229,232.44	$1,092,135.59	$25,470.27	$121,348.40	18	27
5	4/1/2018	4/30/2018	30	$630,740.24	$1,722,875.83	$70,082.25	$191,430.65	29	34
6	5/1/2018	5/31/2018	31	$298,792.28	$2,021,668.11	$33,199.14	$224,629.79	34	40
7	6/1/2018	6/30/2018	30	$448,853.39	$2,470,521.50	$49,872.60	$274,502.39	41	47
8	7/1/2018	7/31/2018	31	$494,029.30	$2,964,550.80	$54,892.14	$329,394.53	50	54
9	8/1/2018	8/31/2018	31	$464,999.77	$3,429,550.57	$51,666.64	$381,061.17	57	61
10	9/1/2018	9/30/2018	30	$91,950.30	$3,521,500.87	$10,216.70	$391,277.87	59	68
11	10/1/2018	10/31/2018	31	$150,146.37	$3,671,647.24	$16,682.93	$407,960.80	61	74
12	11/1/2018	11/30/2018	30	$637,015.84	$4,308,663.08	$70,779.54	$478,740.34	72	81
13	12/1/2018	12/31/2018	31	$183,696.70	$4,492,359.78	$20,410.75	$499,151.09	75	88
14	1/1/2019	1/31/2019	31	$431,097.90	$4,923,457.68	-$240,021.74	$259,129.35	78	95
15	2/1/2019	2/28/2019	28	$92,272.69	$5,015,730.37	$4,856.46	$263,985.81	80	101

Adjusted Price = $6,640,302.71

Williamson County Commissioners Court

Road Bond Program

March 19, 2019

PRIME STRATEGIES, INC.

HNTB

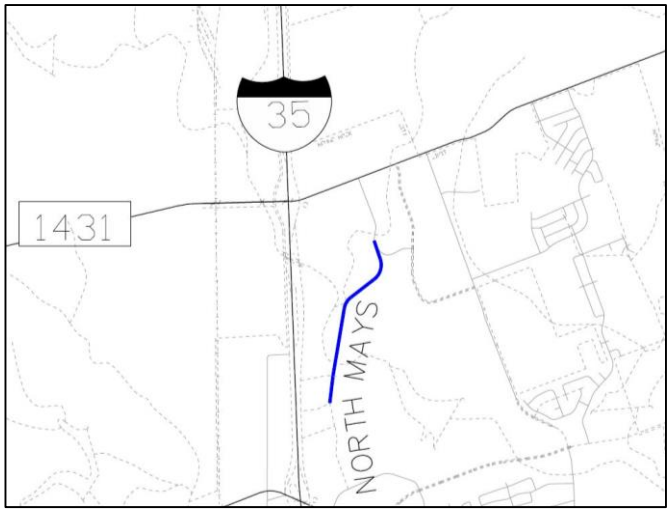
Precinct 1


SAM BASS RD
35
ROUND ROCK
1
O'CONNOR DR
AVERY RANCH BLVD
MCNIEL RD
CR 172

North Mays Extension
(Paloma Drive to Oakmont Drive)

Anticipated Completion

Spring 2020



Original Contract Price = $10,775,835.75

Total Change Orders to Date = $0.00

Adjusted Contract Price = $10,775,835.75

Expenditures to Date = $581,266.00 (5%)

North Mays Extension
(Paloma Drive to Oakmont Drive)



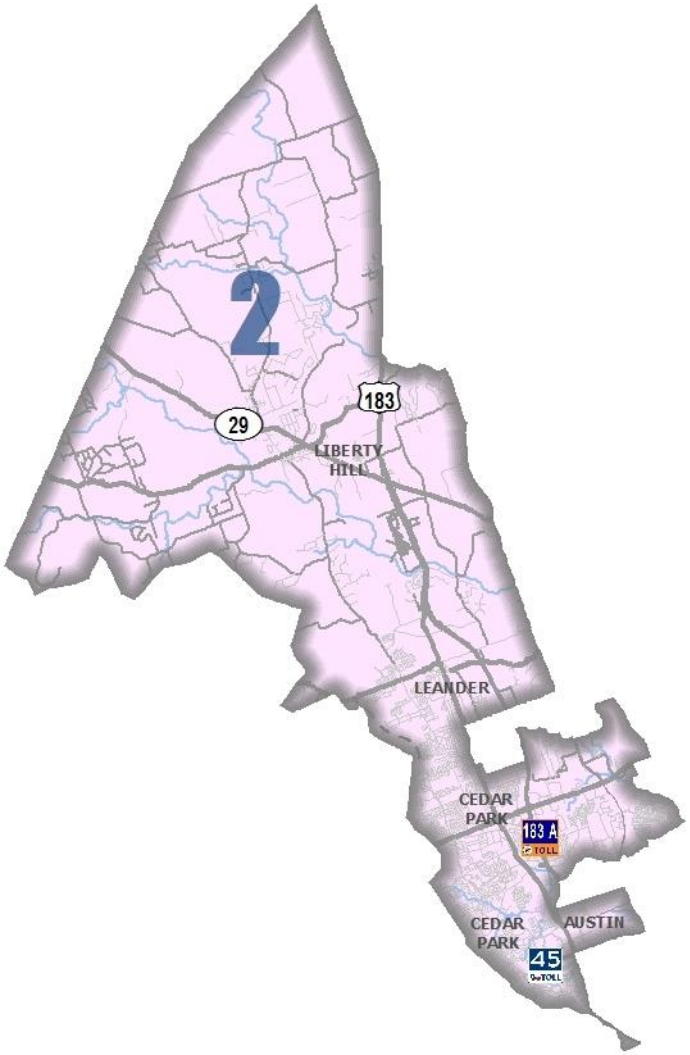
North Mays Extension (Paloma Drive to Oakmont Drive)



North Mays Extension (Paloma Drive to Oakmont Drive)

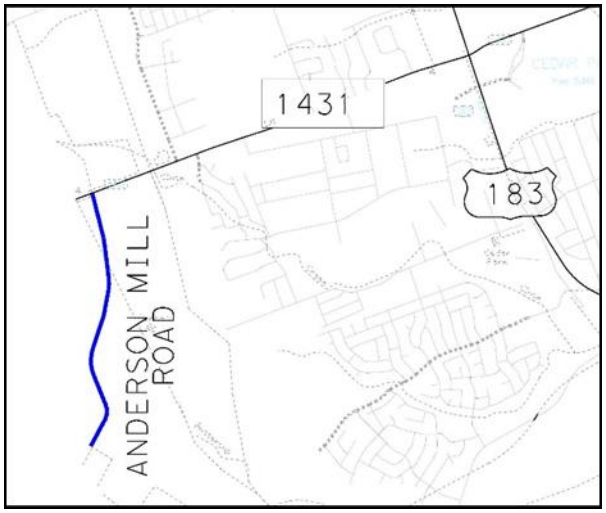


Precinct 2


2
183
29
LIBERTY HILL
LEANDER
CEDAR PARK
183 A
TOLL
CEDAR PARK
AUSTIN
45
TOLL

Anderson Mill Road (Gasper Bend to RM 1431/Whitestone Blvd.)

Substantially Complete



Partnership with the City of Cedar Park

Original Contract Amount = $8,300,000.00

WilCo Contribution = 50% of total project cost, $4,150,000.00

Construction is managed by the City of Cedar Park

Anderson Mill Road (Gaspar Bend to RM 1431/Whitestone)



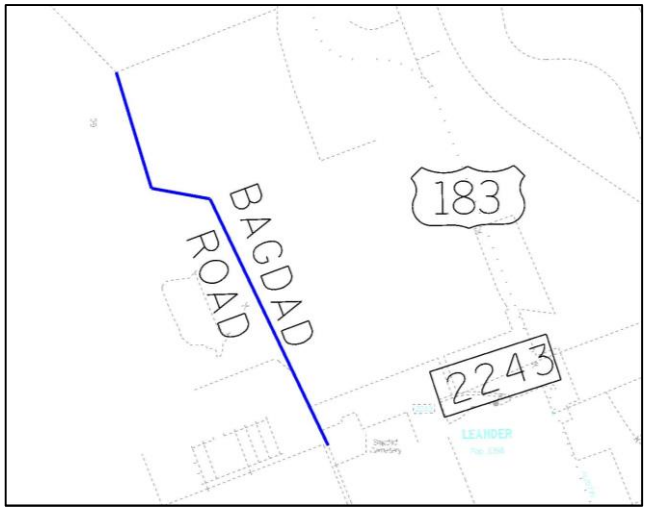
Anderson Mill Road (Gaspar Bend to RM 1431/Whitestone)



Bagdad Road North (Collaborative Way to RM 2243)

Anticipated Completion

Spring 2019



Partnership with the City of Leander

Original Contract Amount = $8,091,140.30

WilCo Contribution = 50% of total project cost, not to exceed $4,903,000.00

Construction is managed by the City of Leander

Bagdad Road North (Collaborative Way to RM 2243)



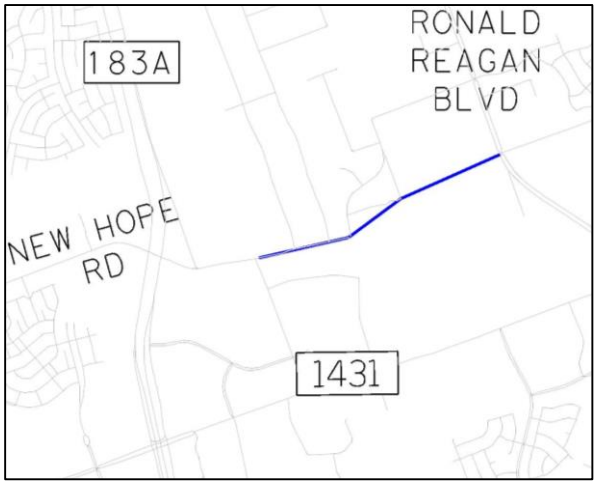
Bagdad Road North (Collaborative Way to RM 2243)



New Hope Drive
(Cottonwood Creek to Ronald Reagan)

Anticipated Completion

Spring 2019



Partnership with the City of Cedar Park

Original Contract Amount = $7,829,323.40

WilCo Contribution = $1,300,000.00

Construction is managed by the City of Cedar Park

New Hope Drive
(Cottonwood Creek to Ronald Reagan)



New Hope Drive
(Cottonwood Creek to Ronald Reagan)



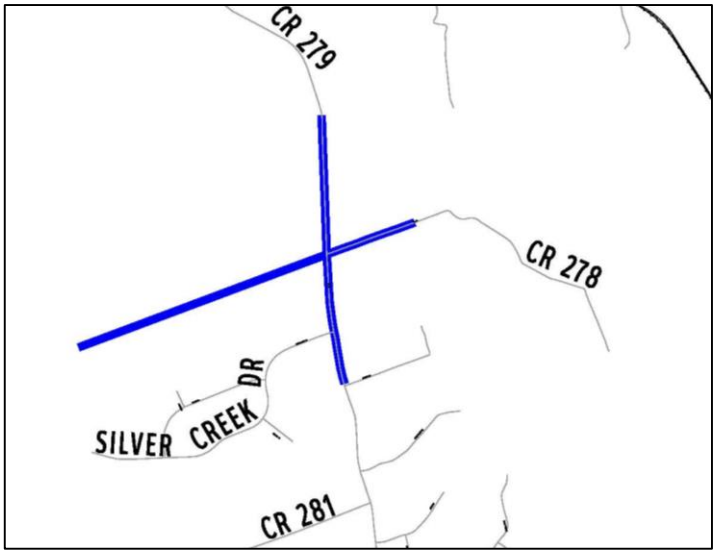
New Hope Drive
(Cottonwood Creek to Ronald Reagan)



Bagdad Road (CR 279) at River Ranch Park

Anticipated Completion

Early 2020



Original Contract Price = $2,959,000.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $2,959,000.00

Expenditures to Date = $413,025.13 (14%)

Bagdad Road (CR 279) at River Ranch Park



Bagdad Road (CR 279) at River Ranch Park



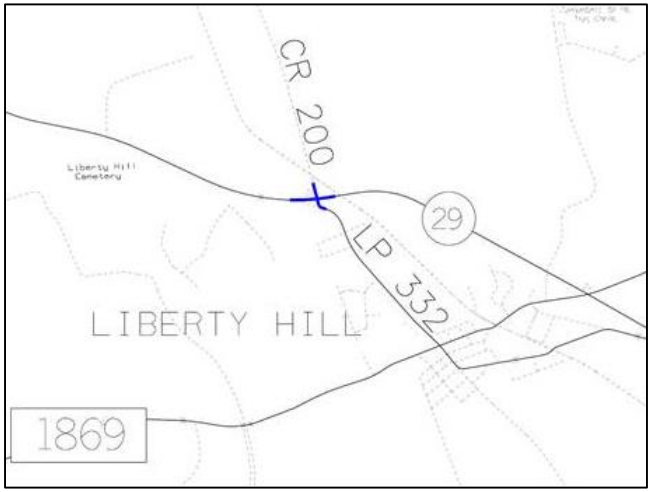
Bagdad Road (CR 279) at River Ranch Park



SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)

Anticipated Completion

Summer 2019



Partnership with TxDOT = $500,000.00

Original Contract Price = $1,705,061.70

Total Change Orders to Date = $0.00

Adjusted Contract Price = $1,705,061.70

Expenditures to Date = $396,783.54 (23%)

SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)



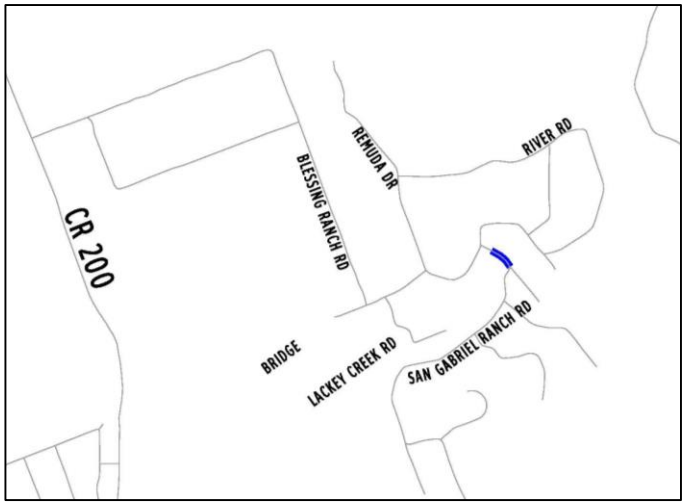
SH 29 Intersection at CR 200 / Loop 332 (Intersection Improvements)



San Gabriel Ranch Road Bridge at Lackey Creek

Anticipated Completion

Fall 2019



Original Contract Price = $1,425,301.90

Total Change Orders to Date = $0.00

Adjusted Contract Price = $1,425,301.90

Expenditures to Date = $43,265.30 (3%)

San Gabriel Ranch Road Bridge at Lackey Creek



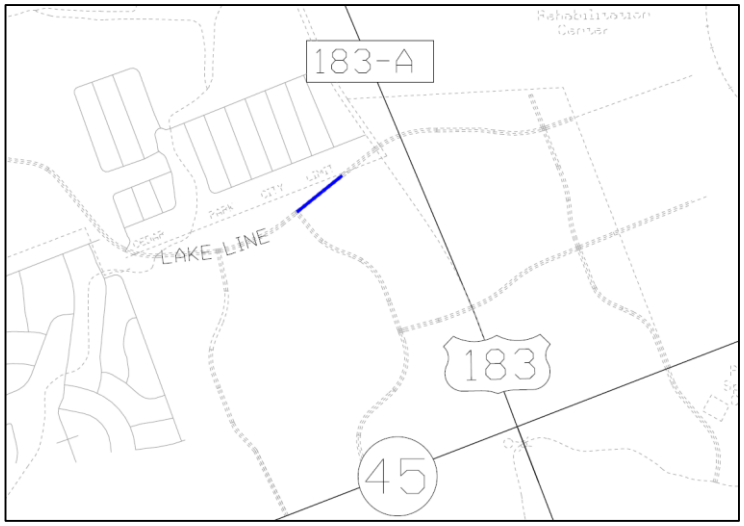
San Gabriel Ranch Road Bridge at Lackey Creek



Lakeline Boulevard Right Turn Lanes

Anticipated Completion

Fall 2019



Original Contract Price = $567,792.55

Total Change Orders to Date = $0.00

Adjusted Contract Price = $567,792.55

Expenditures to Date = $101,908.50 (18%)

Lakeline Boulevard Right Turn Lanes



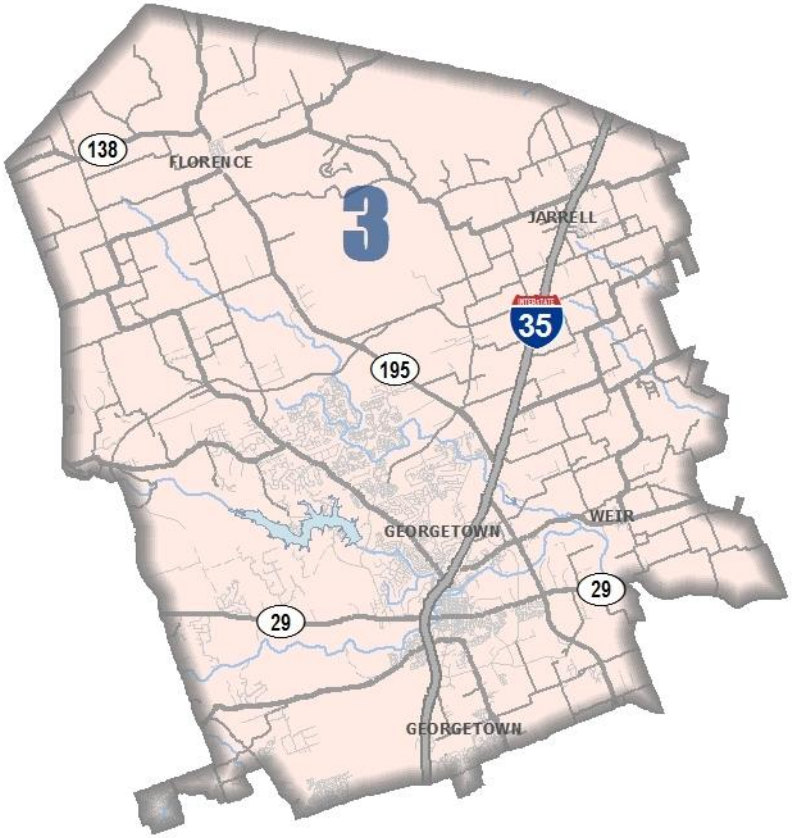
Lakeline Boulevard Right Turn Lanes



Lakeline Boulevard Right Turn Lanes



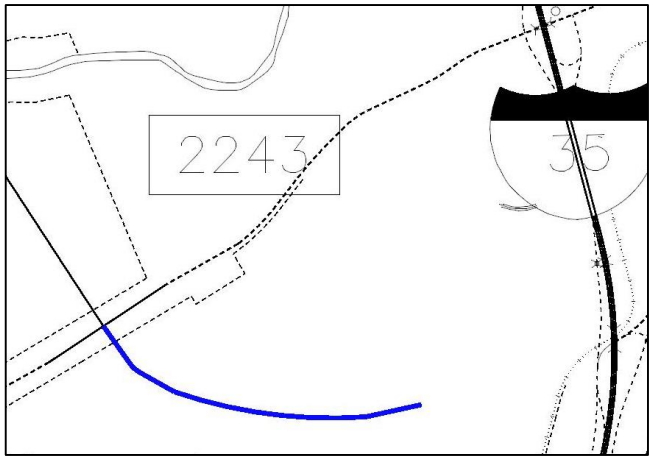
Precinct 3


138
FLORENCE
3
JARRELL
35
195
GEORGETOWN
WEIR
29
29
GEORGETOWN

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

Anticipated Completion

Late 2019



Original Contract Amount = $8,087,943.77

Total Change Orders = $0.00

Adjusted Contract Price = $8,087,943.77

Expenditures to Date = $2,339,132.19 (29%)

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



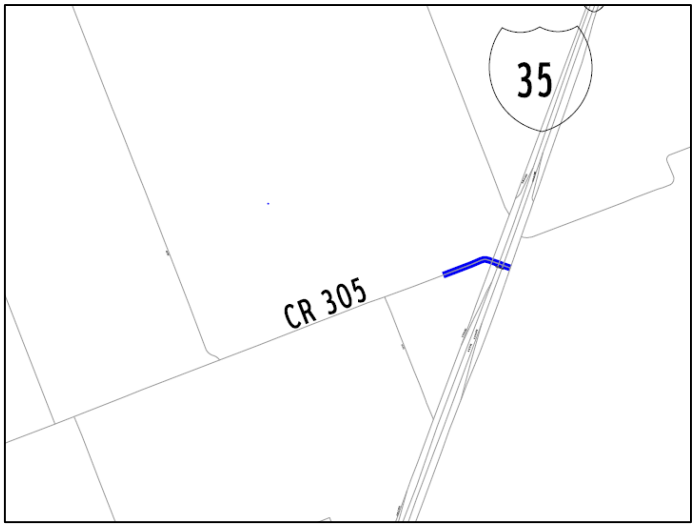
Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)



CR 305 at IH 35
(Bridge Replacement)

Anticipated Completion

Late 2019



Partnership with TxDOT

Original Contract Amount = $6,748,948.60

Construction is managed by TxDOT

CR 305 at IH 35
(Bridge Replacement)



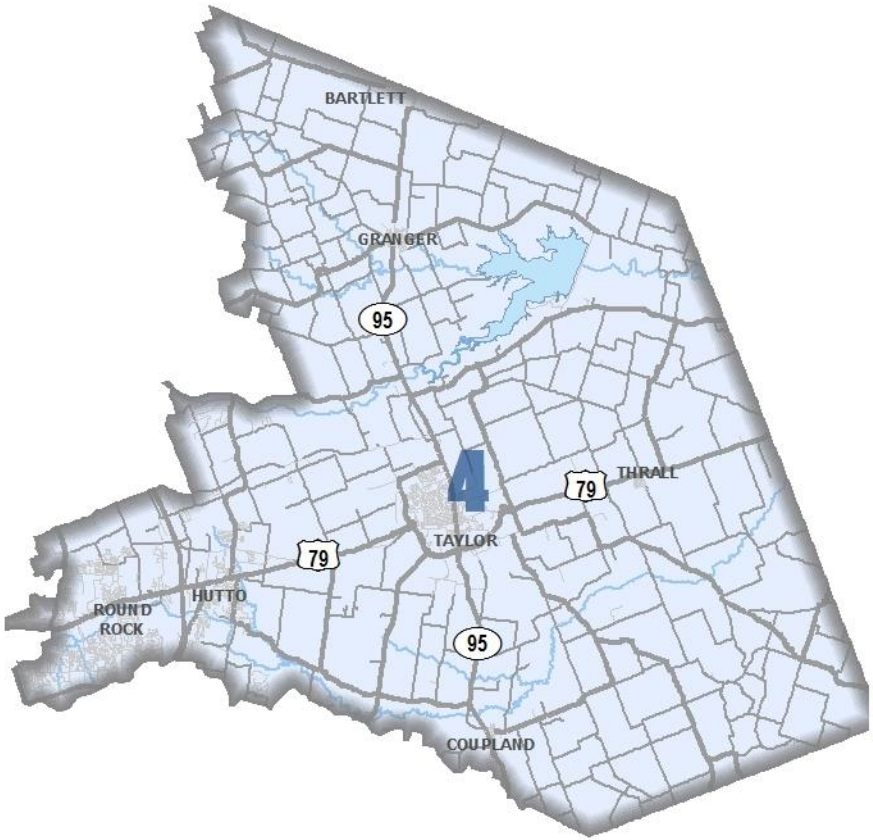
CR 305 at IH 35
(Bridge Replacement)



CR 305 at IH 35
(Bridge Replacement)



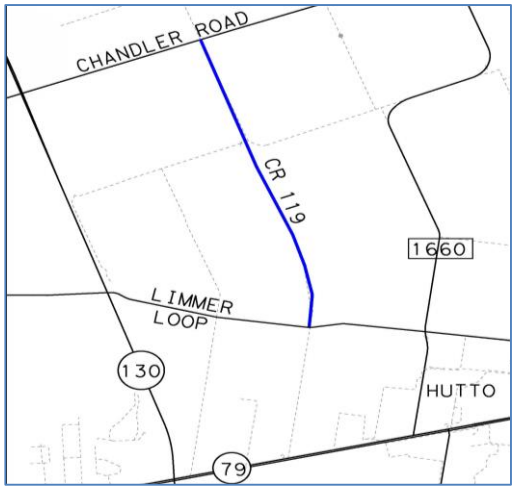
Precinct 4


BARTLETT
GRANGER
95
4
79
THRALL
TAYLOR
79
HUTTO
ROUND ROCK
95
COUPLAND

CR 119
(Limmer Loop to Chandler Road)

Anticipated Completion

Spring 2019



Original Contract Amount = $6,640,302.71

Total Change Orders = $0.00

Adjusted Contract Price = $6,640,302.71

Expenditures to Date = $5,279,716.18 (80%)

CR 119
(Limmer Loop to Chandler Road)



CR 119
(Limmer Loop to Chandler Road)



Commissioners Court - Regular Session **61.**

Meeting Date: 03/19/2019

CR 176 at RM 2243 - Agent Authorization Form

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edward's Aquifer Protection Program associated with CR 176 at RM 2243, a Road Bond Project in Commissioner Pct. 3.

Background

The CR 176 at RM 2243 project requires TCEQ approval of a Water Pollution and Abatement Plan (WPAP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of WSB & Associates, Inc. to submit the needed WPAP for TCEQ review and approval on behalf of the County. The previously authorized person is no longer working on the project, and therefore a new form is needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 176 at RM 2243 Agent Authorization Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:18 AM
Form Started By: Dawn Haggard		Started On: 03/12/2019 03:51 PM
Final Approval Date: 03/14/2019		

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Judge Bill Gravell Jr.,
Print Name

County Judge,
Title - Owner/President/Other

of Williamson County,
Corporation/Partnership/Entity Name

have authorized Daniel A. Rogers, P.E.
Print Name of Agent/Engineer

of WSB & Associates, Inc.
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature _____ Date _____

THE STATE OF _____ §

County of _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____,_____.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session **62.**

Meeting Date: 03/19/2019

1804-222 Neenah Avenue and Pearson Ranch Road Traffic Signal Change Order No. 2

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 (Austin Traffic Signal) in the amount of $31,300.00 for Neenah Avenue at Pearson Ranch Road Traffic Signal, a Road Bond project in Commissioner Pct. 1.
Project: P221 Funding: Road Bond

Background

This Change Order adds bore items necessary to replace existing conduits that were found to be damaged and also adds an additional month of barricades to the contract.The plans called for the use of existing conduits that were installed on previous contracts and some of these conduits were found to be damaged or missing. The contractor, Austin Traffic Signal, had to install one 3" and two 2" PVC conduits at two separate locations to replace damaged and missing conduits. The new conduits were installed by boring under the roadway instead of open cutting. Twenty-three (23) days were added to the contract due to the additional work for the connection between the Austin Energy (AE) power drop and the service meter near the signal controller. The additional time is for AE to inspect the work at various phases of construction. For this additional work and time, one month of barricades has been added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1804-222 Neenah Ave and Pearson Ranch Rd Traffic CO No. 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:54 AM
Form Started By: Dawn Haggard		Started On: 03/01/2019 03:12 PM
Final Approval Date: 03/14/2019		

RECEIVED
FEB 27 2019
BY: PSI

Received
MAR 01 2019
HNTB Corporation
Round Rock

Received
FEB 26 2019
HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project:	*1804-222*
Roadway:	*Pearson Ranch Road Signal*
CSJ Number:	

1. CONTRACTOR: **Austin Traffic Signals**
2. Change Order Work Limits: Sta. **57+00** to Sta. **60+00**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **2E** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order adds PVC conduit bore items necessary to replace existing conduits that were found to be damaged and an additional month of barricades to the contract.

6. Work to be performed in accordance with Items: **See attached**
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications to the contract are attached: No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR Date 2-25-19

By

Typed/Printed Name Edward G. Schlueb

Typed/Printed Title V.P.

The following information must be provided

Time Ext. #: 1 Days added on this CO: 23

Amount added by this change order: **$31,300.00**

RECOMMENDED FOR EXECUTION:

John D. P.E. 2/26/19
Project Manager Date

N/A
Design Engineer Date

2/27/19
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***2*** ***Project #*** ***1804-222***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
502-6002	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	$4,000.00	2.00	$8,000.00	1.00	3.00	$12,000.00	$4,000.00
618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	LF	$30.00	0.00	$0.00	600.00	600.00	$18,000.00	$18,000.00
618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	LF	$31.00	0.00	$0.00	300.00	300.00	$9,300.00	$9,300.00
TOTALS					$8,000.00			$39,300.00	$31,300.00

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

Pearson Ranch Road Signal
Williamson County Project No. 1804-222

Change Order No. 2

Reason for Change

This Change Order adds bore items necessary to replace existing conduits that were found to be damaged and also an additional month of barricades to the contract.

The plans called for the use of existing conduits that were installed on previous contracts and some of these conduits were found to be damaged or missing. The contractor, Austin Traffic Signal, had to install 1-3” and 2-2” PVC conduits at two separate locations to replace damaged and missing conduits. The new conduits were installed by boring under the roadway instead of open cutting.

Twenty three (23) days were added to the contract due to the additional work for the connection between the Austin Energy (AE) power drop and the service meter near the signal controller. The additional time is for AE to inspect the work at various phases of construction. For this additional work and time, one month of barricades has been added to the contract.

The following summarizes the new Contract items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	600	LF
618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	300	LF

This Change Order results in a net increase of $31,300.00 to the Contract amount, for an adjusted Contract total of $313,331.15. The original Contract amount was $267,031.15. As a result of this and all Change Orders to-date, $46,300.00 has been added to the Contract, resulting in a 17.3% net increase in the Contract cost. Twenty-three (23) additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

P.O. Box 130
Round Rock, Texas 78680

Ph. (512) 255-9951
Fax (512) 255-0146

November 29, 2018

CHANGE ORDER PROPOSAL

PROJECT: NEENAH -PEARSON

SUBJECT: INSTALL CONDUIT- BORE

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount	TXDOT AVE
0618-6047	CONDT (PVC) (SCH 80) (2") BORE	LF	465	$30.00	$13,950.00	29.45
0618-6054	CONDT (PVC) (SCH 80) (3") BORE	LF	930	$31.00	$28,830.00	31.22
	Total Bid Amount				**$42,780.00**	

THE ABOVE UNIT PRICES ARE WITHIN 10 % OF TXDOTS AVERAGE BID PRICE.

CONTACT Edward Schroeder for any questions at 512-255-9951 ext. 114

Commissioners Court - Regular Session **63.**

Meeting Date: 03/19/2019

2013 Road Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $125,000 from 2013 Road Non-Departmental (P290) to Ronald Reagan at Santa Rita Ranch (P328) of $25,000 and San Gabriel Ranch Road Bridge (P439) of $100,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/05/2019 08:27 AM
Form Started By: Emmeline Palma		Started On: 03/04/2019 02:47 PM
Final Approval Date: 03/05/2019		

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

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

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

From: Michael J. Weaver

Date: February 27, 2019

Re: 2013 Road Bond Budget Transfer

Due to utility conflicts that remained on the San Gabriel project as well as project close out tasks on Reagan at Santa Rita the following budget adjustments have become necessary:

- Move $25,000.00 from P-290 2013 Unallocated to P-328 Ronald Reagan at Santa Rita Ranch;
- Move $100,000.00 from P-290 2013 Unallocated to P-439 San Gabriel Ranch Road Bridge at Lackey Creek

If you have any questions, please let me know.

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

Commissioners Court - Regular Session **64.**

Meeting Date: 03/19/2019

1809-261 CR 110 Middle Notice of Intent

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharges associated with the Construction Activity under TPDES General Permit (TXR150000) for CR 110 Middle, a Road Bond project in Commissioner Pct. 4.
Project: P261 Funding Source: Road Bond

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1809-261 - CR 110 Middle NOI

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:55 AM
Form Started By: Dawn Haggard		Started On: 03/12/2019 09:49 AM
Final Approval Date: 03/14/2019		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 110 Middle
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	CR 110 Middle - From N of Limmer Loop to N of CR 107
City	Round Rock
State	TX
ZIP	78634
County	WILLIAMSON
Latitude (N) (##.######)	30.579344
Longitude (W) (-###.######)	-97.612571
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	CR 110 Middle
Does the RE site have a physical address?	No
Because there is no physical address, describe how to locate this site:	CR 110 Middle - From N of Limmer Loop to N of CR 107
City	Round Rock
State	TX
ZIP	78634
County	WILLIAMSON
Latitude (N) (##.######)	30.579344
Longitude (W) (-###.######)	-97.612571
Facility NAICS Code	
What is the primary business of this entity?	

Customer (Applicant) Information

	Operator

How is this applicant associated with this site?	
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes
Responsible Authority Contact	
Organization Name	Williamson County
Prefix	
First	Bill
Middle	
Last	Gravell
Suffix	JR
Credentials	
Title	County Judge
Responsible Authority Mailing Address	
Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 101
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5127449082
Extension	

Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	roads@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:	
Same as another contact?	
Organization Name	HNTB
Prefix	
First	Dawn
Middle	
Last	Haggard
Suffix	
Credentials	
Title	Construction Project Administrator
Enter new address or copy one from list:	
Mailing Address	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 101
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5127449082
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	dhaggard@hntb.com

CNOI General Characteristics

1) Is the project located on Indian Country Lands?	No
2) Is your construction activity associated with a facility that, when completed, would be associated with the exploration,	No

development, or production of oil or gas or geothermal resources?	
3) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
4) If applicable, what is the Secondary SIC Code(s)?	
5) What is the total number of acres disturbed?	59
6) Is the project site part of a larger common plan of development or sale?	No
7) What is the estimated start date of the project?	03/20/2019
8) What is the estimated end date of the project?	04/15/2020
9) Will concrete truck washout be performed at the site?	Yes
10) What is the name of the first water body (s) to receive the stormwater runoff or potential runoff from the site?	McNutt Creek
11) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244
12) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
12.1. What is the name of the MS4 Operator?	Round Rock
13) Are any of the surface water bodies receiving discharges from the construction site on the 2014 Texas Integrated Report of Surface Water Quality?	Yes
13.1. What is the name(s) of the impaired water body(s) receiving the discharges from the contruction site?	Brushy Creek
14) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
15) I certify that a stormwater pollution prevention plan has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the	Yes

general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	
16) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
17) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **65.**

Meeting Date: 03/19/2019

1812-282 Seward Junction Improvements Notice of Intent

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharges associated with the Construction Activity under TPDES General Permit (TXR150000) for Seward Junction Improvements, a Road Bond project for Commissioners Pct. 2.
Project: P271 and P274 Funding Source: Road Bond

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1812-282 - Seward Junction Improvements NOI

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:56 AM
Form Started By: Dawn Haggard		Started On: 03/12/2019 10:04 AM
Final Approval Date: 03/14/2019		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	Seward Junction Improvements
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	Seward Junction Improvements - Creation and remodeling of roadway from North of SH 29 to CR 266 and from South of CR 259 to SH 29
City	Liberty Hill
State	TX
ZIP	78642
County	WILLIAMSON
Latitude (N) (##.######)	30.6452
Longitude (W) (-###.######)	-97.88
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	Seward Junction Improvements
Does the RE site have a physical address?	No
Because there is no physical address, describe how to locate this site:	Seward Junction Improvements - Creation and remodeling of roadway from North of SH 29 to CR 266 and from South of CR 259 to SH 29
City	Liberty Hill
State	TX
ZIP	78642
County	WILLIAMSON
Latitude (N) (##.######)	30.6452
Longitude (W) (-###.######)	-97.88
Facility NAICS Code	
What is the primary business of this entity?	

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes
Responsible Authority Contact	
Organization Name	Williamson County
Prefix	THE HONORABLE
First	Bill
Middle	
Last	Gravell
Suffix	JR
Credentials	
Title	County Judge
Responsible Authority Mailing Address	
Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 100
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664

Phone (###-###-####)	5127449082
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	roads@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:	
Same as another contact?	
Organization Name	HNTB
Prefix	
First	Dawn
Middle	
Last	Haggard
Suffix	
Credentials	
Title	Construction Project Administrator
Enter new address or copy one from list:	CN600897888, Williamson County Responsible Authority
Mailing Address	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 100
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125276714
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	dhaggard@hntb.com

CNOI General Characteristics

1) Is the project located on Indian Country Lands?	No
	No

2) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?	
3) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
4) If applicable, what is the Secondary SIC Code(s)?	
5) What is the total number of acres disturbed?	78.88
6) Is the project site part of a larger common plan of development or sale?	No
7) What is the estimated start date of the project?	04/01/2019
8) What is the estimated end date of the project?	09/25/2020
9) Will concrete truck washout be performed at the site?	Yes
10) What is the name of the first water body (s) to receive the stormwater runoff or potential runoff from the site?	S. Fork of San Gabriel River
11) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1214
12) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
12.1. What is the name of the MS4 Operator?	Liberty Hill
13) Are any of the surface water bodies receiving discharges from the construction site on the 2014 Texas Integrated Report of Surface Water Quality?	Yes
13.1. What is the name(s) of the impaired water body(s) receiving the discharges from the contruction site?	San Gabriel River
14) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
14.1. I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is	Yes

included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	
15) I certify that a stormwater pollution prevention plan has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
16) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
17) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **66.**

Meeting Date: 03/19/2019

Pond Springs Road Area Drainage Improvements CP&Y Contract

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract for Pond Springs Road Area Drainage Improvements between Williamson County and CP&Y, Inc. relating to the 2013 Road Bond Program. Project: P309. Funding Source: Road Bonds.

Background

The Contract Compensation Cap is set at $300,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PondSpringsDrainage-CP&Y-Contract

PondSpringsDrainage-CP&Y-WA1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/14/2019 11:09 AM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:22 AM
Form Started By: Marie Walters		Started On: 03/13/2019 05:57 PM
Final Approval Date: 03/14/2019		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-452802

Date Filed:
02/14/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CP&Y, Inc.
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.
Pond Springs Road Drainage Stu
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Chiang, Walter	Dallas, TX United States	X	
Patel, Pete	Dallas, TX United States	X	
Roohms, J.J.	Austin, TX United States	X	
Vergara, Marisa	San Antonio, TX United States	X	
Hays, David	Dallas, TX United States	X	
Boswell, Jeremy	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is *Andrew Atlas*, and my date of birth is *October 9, 1960*.

My address is *13809 Research Blvd., Ste 300* (street), *Austin* (city), *TX* (state), *78750* (zip code), *USA* (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in *Williamson* County, State of *Texas*, on the *13th* day of *March* (month), 20*19* (year).

Signature of authorized agent of contracting business entity
(Declarant)

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **CP&Y, Inc. ("Engineer")**
ADDRESS: **13809 Research Blvd, Suite 300, Austin, Texas 78750**
PROJECT: Pond Springs Road Drainage Improvements **("Project")**

THE STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is Three hundred thousand and no/100ths **Dollars ($300,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

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

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

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

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Andrew Atlas, Senior Vice President
CP&Y, Inc.
13809 Research Blvd, Suite 300
Austin, Texas 78750

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County’s technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or “Accepted” shall mean that in the County’s reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer’s negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

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

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

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

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

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

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   901 S Austin Ave
   Georgetown, Texas 78626

   With copy to: Prime Strategies, Inc.
   Attn: Michael Weaver
   1508 South Lamar Blvd.
   Austin, Texas 78704

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
101 East Old Settlers Boulevard, Suite 100
Round Rock, TX 78664
Attn: Richard Ridings, P.E.

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Wesley Young, PE
CP&Y, Inc.
13809 Research Blvd, Suite 300
Austin, Texas 78750

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, 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 Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract 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 Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, 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. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;

2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

CP&Y, Inc.

By _____

Printed Name: Andrew Atlas

Title: Senior Vice President

Date: March 13, 2019

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

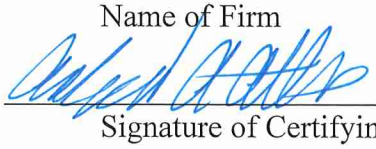
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

CP&Y, Inc.
Name of Firm


Signature of Certifying Official

Andrew Atlas
Printed Name of Certifying Official

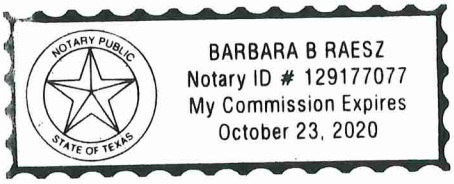
Senior Vice President
Title of Certifying Official

March 13, 2019
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Andrew Atlas the Senior Vice President of CP&Y, Inc., on behalf of said firm.



Barbara B Raesz

Notary Public in and for the
State of Texas

My commission expires: 10/23/2020

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services for offsite and onsite drainage improvements near Pond Springs Road.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

Task 1 – Project Management
Task 2 – Survey
Task 3 – Study Area Map
Task 4 – Environmental Studies & Documents
Task 5 – Drainage Report
Task 6 – Preliminary Conceptual Designs
Task 7 – Detailed OPCC
Task 8 – Plans, Specifications & Engineering (PS&E)
Task 9 – Construction Phase Services

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20__ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
CP&Y, Inc.	Williamson County, Texas
By: _____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

ATTACHED BEHIND THIS PAGE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D, Rate Schedule

Project: Pond Springs Drainage Improvements

Consultant Firm Name:	CP&Y, Inc.
Prime or Sub:	Prime

Labor Category	Rate ($/HR)
Project Manager	$262.31
Quality Manager	$170.33
Senior Engineer	$221.43
Project Engineer	$187.37
Design Engineer	$153.29
Engineer-in-Training	$115.82
Senior Engineer Tech	$149.89
Engineer Tech	$105.61
SR CADD	$113.30
Senior GIS Operator	$109.02
GIS Operator	$98.79
Environmental Manager	$241.86
Sr Environmental Planner	$228.24
Environmental Planner IV	$170.33
Environmental Planner I/II	$109.02
Senior Environmental Scientist	$170.33
Environmental Scientist IV	$149.89
Environmental Scientist III	$119.23
Environmental Scientist I/II	$109.02
Senior Architectural Historian	$143.08
Architectural Historian	$105.61
RPLS - Task Leader	$206.00
Senior Survey Tech (Must be SIT)	$129.78
1 - Person Survey Crew	$128.75
2 - Person Survey Crew	$169.95
3 - Person Survey Crew	$200.85
Admin / Clerical	$119.23
DIRECT EXPENSES	
Photocopies B/W (8 1/2" X 11") / each	$0.10
Photocopies B/W (11" X 17") / each	$0.20
Photocopies Color (8 1/2" X 11") / each	$0.75
Photocopies Color (11" X 17") / each	$1.25
Digital Ortho Plotting / sheet	$2.50
Plots (B/W on Bond) / square foot	$1.00
Plots (Color on Bond) / square foot	$2.00
Plots (Color on Photographic Paper) / square foot	$5.50

EXHIBIT D, Rate Schedule

Project: Pond Springs Drainage Improvements

Consultant Firm Name:	K Friese & Associates, Inc.
Prime or Sub:	Sub

Labor Category	Rate ($/HR)
Principal	$300.00
Project Manager	$250.00
Senior Engineer	$220.00
Project Engineer	$165.00
Design Engineer	$125.00
EIT	$105.00
Senior CADD	$95.00
CADD	$80.00
Admin	$95.00

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson A Risk Strategies Company 12801 N CENTRAL EXPY, STE 1710 Dallas, TX 75243	**CONTACT NAME:** Joe Bryant **PHONE (A/C, No, Ext):** (214) 503-1212 **FAX (A/C, No):** (214) 503-8899 **E-MAIL ADDRESS:** certificate@mclaughlinbrunson.com
INSURED CP&Y, Inc. 1820 Regal Row Suite 200 Dallas TX 75235	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** XL Specialty Insurance Company 37885 **INSURER B :** Travelers Indemnity Co of America 25666 **INSURER C :** Travelers Indemnity Company 25658 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 47369328 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE ✓ OCCUR ✓ Contractual Liab ✓ Sever. of Int. & X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ✓ PRO-JECT LOC OTHER:	✓	✓	6805H846843	1/1/2019	1/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Valuable Papers	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,245,000
B	**AUTOMOBILE LIABILITY** ✓ ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	✓	✓	BA3865M855	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** CLAIMS-MADE DED ✓ RETENTION $ 10,000	✓	✓	CUP2D349003	1/1/2019	1/1/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	UB0J375469	1/1/2019	1/1/2020	✓ PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability		✓	DPR9923349	4/1/2018	4/1/2019	Per Claim Annual Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies. Williamson County, its directors, officers and employees are named as additional insured on the general and auto liability coverage as required by written contract. A waiver of suborogation is shown in favor of the additional insured on all policies. General liability is primary & non-contriutory. Auto liability is primary.
RE: CP&Y Project # WLSM1900030.00

CERTIFICATE HOLDER

Williamson County Purchasing Department
901 S Austin Ave
Georgetown TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe A. Bryant

Joe Bryant

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WILLIAMSON COUNTY
1848

Randy Barker, CPPB, CPPO
PURCHASING AGENT / DIRECTOR

WILLIAMSON COUNTY PURCHASING DEPARTMENT
TGC CHAPTER 2270, SUBTITLE F, TITLE 10

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 Israel-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.

CP&Y, Inc.

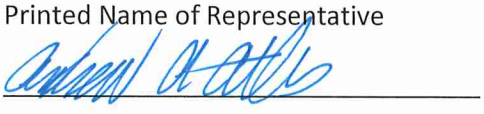
Company Name

2013 Bond Program (011817) – Pond Springs Road Drainage Improvements

IFB/RFP/RFQ or PO number

Andrew Atlas

Printed Name of Representative



Signature

March 13, 2019

DATE

WORK AUTHORIZATION NO. 1

PROJECT: Pond Springs Road Drainage Improvements

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **CP&Y, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$237,921.42.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **February 21, 2020**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____ day of _____, 2019.

ENGINEER:	COUNTY:
CP&Y, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Andrew Atlas	Bill Gravell Jr.
Printed Name	Printed Name
Senior Vice President	County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
DESIGN SERVICES FOR POND SPRINGS ROAD DRAINAGE IMPROVEMENTS

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.

4. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, FEMA information, site development plans, Pond Springs Road as-built plans, available existing traffic counts, and design year traffic projections).

5. Provide LiDAR and traffic data for use in the Engineer's study.

6. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

8. Submittal of documentation to regulatory agencies for review and comment, when specified.

9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

10. Post and maintain project information for public consumption on the County website.

11. Assist with Coordination between the Engineer and the County's other subconsultants.

12. Negotiate with all utility companies for any agreements and/or relocations required.

13. Provide an agent as necessary to secure proposed ROW.

14. Provide construction observation and review contractor pay applications and progress.

15. Provide Engineer with Contractor submittals, Requests for Information (RFI's), shop drawings, and correspondence.

16. Review Engineer progress, submittals, and plan changes.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
Pond Springs Area Drainage Improvements

I. Drainage Study - Purpose

A drainage study for the onsite and offsite drainage will be performed in the project area. The goal is to provide drainage improvements in the project area, especially as the vicinity of Pond Springs Road between Roxie Drive and Turtle Rock Road.

II. Drainage Study - Tasks

Specific tasks and deliverables include the following:

1. Project Specific QA/QC Plan **(deliverable)** – A project specific QA/QC plan will be developed and submitted to the County within 30 days of NTP. For subsequent deliverables, evidence of compliance with the project QA/QC plan will be submitted.

2. Survey – CP&Y will utilize County LiDAR for the general design topography and hydrologic calculations. CP&Y will obtain detailed survey near properties experiencing drainage issues along Pond Springs Road. This detailed survey will be utilized during analysis and study efforts. CP&Y will coordinate with the County with respect to control points and adjustment factors.

    (i) We will provide a finished floor elevation for each accessible building along the southwest right-of-way of Pond Springs Road between Roxie Drive and 186A. We will also provide a flowline elevation and an asphalt shot every 50 foot along the same 1100-foot stretch along the southwest right-of-way of Pond Springs Road. Horizontal and vertical control will be provided. No monuments or right-of-way information will be obtained. The deliverable will be in MicroStation with the collected points in the file in Grid Texas Central State Plane Coordinates. CP&Y will handle all ROE letters.

3. Study Area Map – A study area map will be created and included in the drainage report.

4. Existing Environmental Conditions Reports – CP&Y will perform a desktop study of existing environmental conditions. We will coordinate with SWCA where needed.

    1. Desktop Environmental Evaluation

    (a) Environmental Constraints Identification: The Engineer shall perform a desktop review of environmental constraints within the project area. Constraints to be identified include:

    - Cemeteries
    - Parks, Preserves, trails and greenbelts
    - Soils and vegetation communities
    - Hazardous material sites
    - National Register listed historic properties
    - Archeological sites from the Texas Archeological Research Laboratory
    - Data from the Texas Parks and Wildlife Department's Natural Diversity Database
    - United States Fish and Wildlife Service's Critical Habitat Mapper
    - National Wetlands Inventory Data
    - Floodplains

- National Hydrography Dataset
- Land uses identified through aerial photo interpretation and a limited site visit

Following a review of the data obtained, the Engineer shall conduct a limited site visit from adjacent public right-of-way to supplement information obtained through desktop resources.

(b) Environmental Constraints Summary Report: Information obtained in the desktop evaluation will be compiled, analyzed and mapped in a Geographic Information System (GIS). A draft Environmental Constraints Summary Report will be prepared that summarizes potential constraints and provides a recommendation for more detailed field investigations and potential permitting requirements. A map showing the environmental constraints within the study area will be included as part of the Summary Report. A three-week review by County is anticipated. CP&Y will provide comment responses within two (2) weeks. Evidence of internal review and markups will be submitted in accordance with the project QA/QC plan. Final Summary Report will be submitted after County approval

5. Drainage Report **(deliverable)** – A preliminary drainage report summarizing hydrology, hydraulics, and methods of analyses will be created. The hydrology will be developed for the 10-, 25-, 50- and 100-yr annual recurrence interval (ARI) storm events. The design storm will be the 100-yr event. Two to three **Alternatives** will be presented in the report, with one alternative being **recommended** as the optimal solution. Each proposed alternative will be compared to pre-project conditions to demonstrate the effectiveness of the alternative. A decision matrix will summarize the parameters and results for each alternative. Preliminary costs will be determined to aid in the alternatives analysis. Ditch designs will utilize appropriate methodologies, stormsewer designs will utilize StormCAD or SWMM, overland flow hydraulics may utilize 2-D, and the detention pond analyses will utilize HEC-HMS. A three-week review time is anticipated for the deliverable. CP&Y will provide comment responses within two (2) weeks. Evidence of internal review and markups will be submitted in accordance with the project QA/QC plan. A final report will be submitted at the conclusion of the project.

6. After County approval of the Drainage Report and its recommendations, **Preliminary Conceptual Designs** for the recommended solution will be developed and submitted to the County **(deliverable)**. A three-week review by County is anticipated. CP&Y will provide comment responses within two (2) weeks. Evidence of internal review and markups will be submitted in accordance with the project QA/QC plan. Any **ROW and/or Easements Requirements** will be delineated and provided on the conceptual plans. Final conceptual plans will be submitted after County approval.

7. Coordination with City of Austin – The CP&Y team will meet with and coordinate with the City of Austin Watershed Protection Department regarding Woods Pond. It is anticipated that three meetings will be required. It is anticipated that City coordination will add 90 days to the contract duration.

8. Estimates – Detailed Opinion of Probable Construction Costs (OPCC) will be performed and provided to the County for the selected solution. ROW and easement needs will be included in the OPCC **(deliverable)**. A three-week review by County is anticipated. CP&Y will provide comment responses within two (2) weeks. Evidence of internal review and markups will be submitted in accordance with the project QA/QC plan. Final OPCC will be submitted after County approval.

III. Drainage Study – Engineering Overview

Design standards - The following sources will be used in the design of the proposed improvements: City of Austin Drainage Criteria Manual; Williamson County Design Criteria Manual; TxDOT manuals; and Williamson County Sustainable Roadside. Atlas 14 precipitation depths will be utilized in the design.

Comment Log / Comment Responses – Logs of comments and corresponding responses will be provided by CP&Y prior to all submittals.

IV. Drainage Study – Schedule

Kickoff Meeting – The kickoff meeting is likely to be scheduled for late February or early March 2019.

Project Specific QA/QC Plan is due within 30 days from NTP.

The final drainage report will be submitted within 330 days from NTP. This includes 90 days for City of Austin coordination and 60 days review time by the County.

V. Drainage Study – Administration

Project Communication

(i) POC will be Whit Friend

(ii) CC Christen Eschberger and Project email (61272_PondSpringsDrainage@hntb.com)

(iii) ProjectWise will be utilized for all project related transfers of data and submittals

Contract Documents

(iv) Professional Services Agreement – Compensation Cap, Form 1295, HB 90

(v) A single work authorization will be issued for the project "WA#1 for Drainage Study"

Invoices / Monthly Reporting

(vi) Invoices with Progress Reports will be submitted to Marie Walters with Prime Strategies, Inc.

Marie Walters
Prime Strategies, Inc.
1508 Lamar Blvd.
Austin, TX 78704
Email: marie@primestrategies.net

(vii) Monthly Progress Reports will be submitted on ProjectWise. Progress reports will include the percentage of work completed and an associated invoice number.

ADDITIONAL SERVICES

The following services are not considered to be part of this work authorization, but we would be pleased to provide them through additional work authorizations or supplemental agreements:

- FEMA CLOMR Application and Permitting
- TCEQ Dam Safety Permitting
- US Fish & Wildlife consultations
- Wetlands delineations
- T&E Species site visits
- Archaeological services

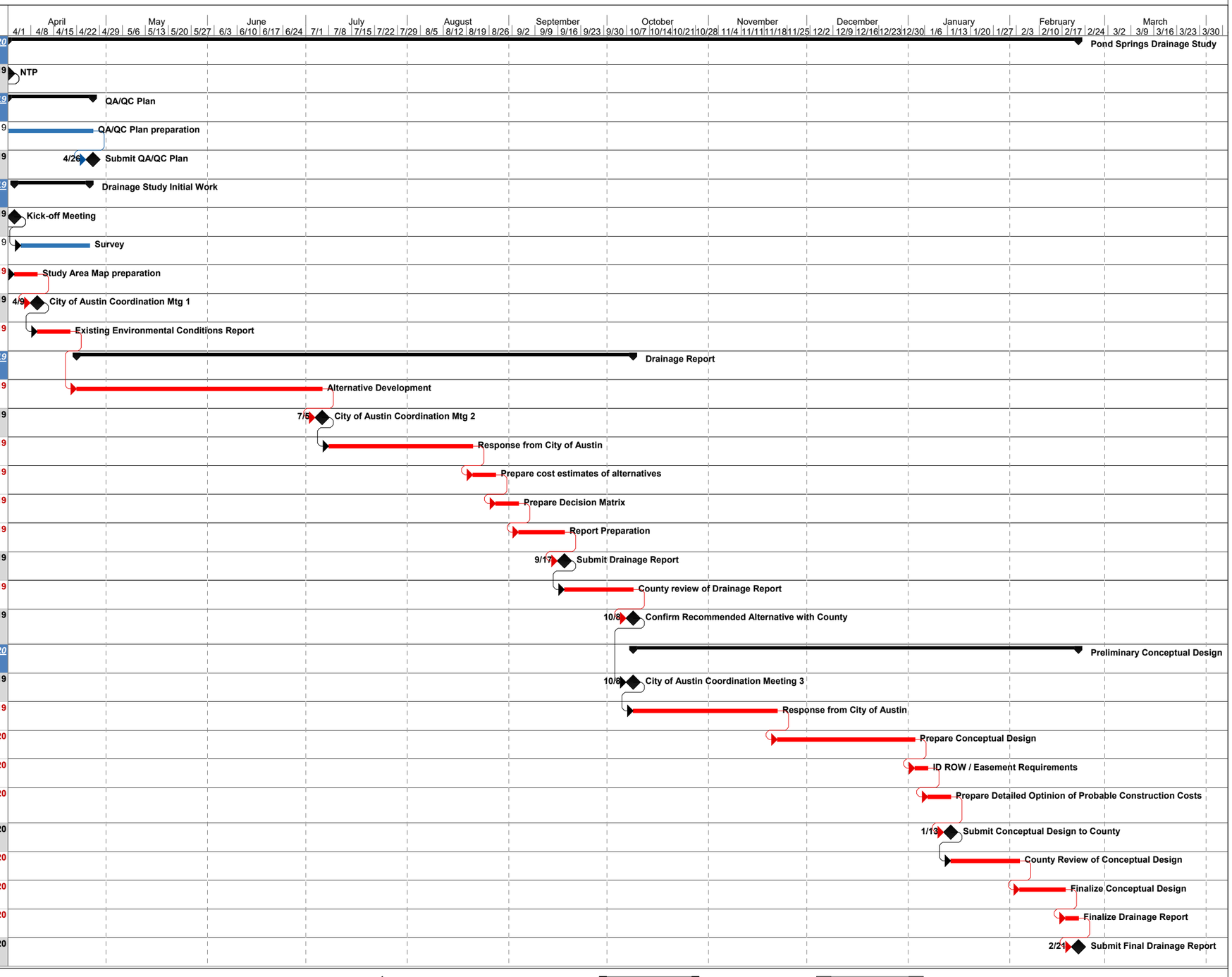
ADDITIONAL SERVICES – PS&E / Construction Phase Services

9. PS&E – If authorized, CP&Y will provide PS&E services after the design of the Pond Springs Drainage Improvements is approved. An estimate of the level of effort required is included in the Exhibit D.

10. Construction Phase Services – If authorized, CP&Y will provide Construction Phase Services. It is estimated that construction will take 6 months.

Pond Springs Drainage Study Work Schedule

ID	Task Name	Duration	Start	Finish
1	*Pond Springs Drainage Study*	*235 days*	*Mon 4/1/19*	*Fri 2/21/20*
2	NTP	0 days	Mon 4/1/19	Mon 4/1/19
3	*QA/QC Plan*	*20 days*	*Mon 4/1/19*	*Fri 4/26/19*
4	QA/QC Plan preparation	20 days	Mon 4/1/19	Fri 4/26/19
5	Submit QA/QC Plan	0 days	Fri 4/26/19	Fri 4/26/19
6	*Drainage Study Initial Work*	*17 days*	*Tue 4/2/19*	*Thu 4/25/19*
7	Kick-off Meeting	0 days	Tue 4/2/19	Tue 4/2/19
8	Survey	15 days	Fri 4/5/19	Thu 4/25/19
9	Study Area Map preparation	5 days	Wed 4/3/19	Tue 4/9/19
10	City of Austin Coordination Mtg 1	0 days	Tue 4/9/19	Tue 4/9/19
11	Existing Environmental Conditions Report	8 days	Wed 4/10/19	Fri 4/19/19
12	*Drainage Report*	*122 days*	*Mon 4/22/19*	*Tue 10/8/19*
13	Alternative Development	55 days	Mon 4/22/19	Fri 7/5/19
14	City of Austin Coordination Mtg 2	0 days	Fri 7/5/19	Fri 7/5/19
15	Response from City of Austin	32 days	Mon 7/8/19	Tue 8/20/19
16	Prepare cost estimates of alternatives	5 days	Wed 8/21/19	Tue 8/27/19
17	Prepare Decision Matrix	5 days	Wed 8/28/19	Tue 9/3/19
18	Report Preparation	10 days	Wed 9/4/19	Tue 9/17/19
19	Submit Drainage Report	0 days	Tue 9/17/19	Tue 9/17/19
20	County review of Drainage Report	15 days	Wed 9/18/19	Tue 10/8/19
21	Confirm Recommended Alternative with County	0 days	Tue 10/8/19	Tue 10/8/19
22	*Preliminary Conceptual Design*	*98 days*	*Tue 10/8/19*	*Fri 2/21/20*
23	City of Austin Coordination Meeting 3	0 days	Tue 10/8/19	Tue 10/8/19
24	Response from City of Austin	32 days	Wed 10/9/19	Thu 11/21/19
25	Prepare Conceptual Design	30 days	Fri 11/22/19	Thu 1/2/20
26	ID ROW / Easement Requirements	2 days	Fri 1/3/20	Mon 1/6/20
27	Prepare Detailed Optinion of Probable Construction Costs	5 days	Tue 1/7/20	Mon 1/13/20
28	Submit Conceptual Design to County	0 days	Mon 1/13/20	Mon 1/13/20
29	County Review of Conceptual Design	15 days	Tue 1/14/20	Mon 2/3/20
30	Finalize Conceptual Design	10 days	Tue 2/4/20	Mon 2/17/20
31	Finalize Drainage Report	4 days	Tue 2/18/20	Fri 2/21/20
32	Submit Final Drainage Report	0 days	Fri 2/21/20	Fri 2/21/20



Project: Pond Springs Drainage Study
Date: Tue 3/12/19

Task — Critical Task — Milestone — Summary — Project Summary

ATTACHMENT D - FEE SCHEDULE
Pond Springs Road Drainage Improvements

Summary

Highway: Pond Springs Road
County: Williamson
PRIME: CP&Y, Inc.

Summary Table: Pond Springs Road Drainage Improvements

TASKS	Description	CP&Y, Inc.	K Friese	TOTAL
1	Project Management	$ 12,069.56	$ 1,890.00	$ 13,959.56
2	Survey	$ 10,155.30		$ 10,155.30
3	Study Area Map	$ 3,689.45		$ 3,689.45
4	Environmental Studies & Documents	$ 3,815.53		$ 3,815.53
5	Drainage Report	$ 43,018.56		$ 43,018.56
6	Preliminary Conceptual Plans	$ 20,313.73		$ 20,313.73
7	Coordination with City of Austin	$ 20,667.67	$ 11,020.00	$ 31,687.67
8	Opinion of Probable Cost	$ 5,249.55		$ 5,249.55
9	PS&E	$ 82,972.59		$ 82,972.59
10	Construction Phase Services	$ 22,469.48		$ 22,469.48
LABOR SUBTOTALS		$ 224,421.42	$ 12,910.00	$ 237,331.42
	Other Direct Expenses	$ 590.00		$ 590.00
ODE SUBTOTALS		$ 590.00	$ -	$ 590.00
PROVIDER SUBTOTALS		$ 225,011.42	$ 12,910.00	$ 237,921.42

ATTACHMENT D - FEE SCHEDULE

Pond Springs Road Drainage Improvements

Highway: Pond Springs Road
County: Williamson
PRIME: CP&Y, Inc.

			Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Sr Engr Tech	Engr Tech	Senior CADD	Sr GIS Oper	GIS Oper	Sr Env Scien	Env Scien III	Env Scien I/II	Arch Histor	RPLS	Sr Surv Tech	2-Per Crew	Admin		Subtotal Hours	Task Hours	Contract Cost
Task list -Williamson County - Pond Springs Road Drainage Improvement Study - F			262.31	170.33	221.43	187.37	153.29	115.82	149.89	105.61	113.30	109.02	98.79	170.33	119.23	109.02	105.61	206.00	129.78	169.95	119.23				
DRAINAGE STUDY																									
1	PROJECT MANAGEMENT																								
		Client meetings (3 mtgs)	6		6			12													6		30		$ 5,007.66
		Project Administration (12 mos invoices)	12		6																12		30		$ 5,907.06
		Project Specific QA/QC Plan	2	3																	1		6		$ 1,154.84
2	SURVEY																								
		Site Visits / Finished floor elevations																		8			8		$ 1,359.60
		Right of Entry Letters																10	20	4			34		$ 5,335.40
		Processing																2	4		1		7		$ 1,050.35
		Survey refinements																2	4	8	1		15		$ 2,409.95
3	STUDY AREA MAP		1		2	4		8				12											27		$ 3,689.45
4	ENVIRONMENTAL STUDIES & DOCUMENTS																								
		Environmental Constraints Mapping											4	3	8	16	2						33		$ 3,815.53
5	DRAINAGE REPORT																								
		Hydrology - survey coordination	1		2			4															7		$ 1,168.45
		Hydrology - data collection	1		1			2															4		$ 715.38
		Site Visits / Field Observations	1		4	4		4															13		$ 2,360.79
		Hydrology - flow path analyses	1		2	4		12															19		$ 2,844.49
		Hydraulics - ditches			2	2	4	6															14		$ 2,125.68
		Hydraulics - stormsewers	1		2	4	8	12															27		$ 4,070.81
		Woods Pond capacity analyses	1		4	8	12	16			16		8										65		$ 8,942.71
		Alternatives Analyses (3 max)	1		2	4	8	16															31		$ 4,534.09
		Preliminary OPCC for alternatives	3		6	6															2		17		$ 3,478.19
		Recommended Solution	2		2	2	2	2															10		$ 1,880.44
		ROW / easement requirement determination	1		2			4															7		$ 1,168.45
		Preliminary Report Production	1		2	4	8	16															31		$ 4,534.09
		Comment / response for Preliminary Report	2		2			8															12		$ 1,894.04
		Final Report Production	1		2	4	6	8															21		$ 3,300.95
6	Preliminary Conceptual Plans																								
		Develop conceptual plans for recommended alternative only (3 sheets)	3	6	6	9	12	18				24											78		$ 11,364.54
		Delineate ROW / easement requirements	1		2	4		8				12											27		$ 3,689.45
		Comment / response for Preliminary Conceptual Plans	2	2	2		8	16				8											38		$ 5,259.74
7	Coordination with City of Austin Watershed Protection																								
		Estimate 3 meetings	6		6		6	12													1		31		$ 5,331.25
		H&H Impact Analyses for City Suggestions	4		12	18	24	32				8											98		$ 15,336.42
8	Opinion of Probable Construction Costs																								
		Detailed Estimate OPCC for recommended alternative only	1		2		4	8				8									2		25		$ 3,355.51
		Comment / response for Detailed OPCC	2		2			8															12		$ 1,894.04
Subtotal - Drainage Study (CP&Y)			57	11	81	77	102	232	0	0	16	72	12	3	8	16	2	14	28	20	26		777		$ 118,979.35

ATTACHMENT D - FEE SCHEDULE

Pond Springs Road Drainage Improvements

Highway:	Pond Springs Road
County:	Williamson
SUBCONSULTANT:	K Friese & Associates

			Principal	Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT		Senior CADD	CADD Oper		Admin		Subtotal Hours	Task Hours	Contract Cost
			300.00	250.00	220.00	165.00	125.00	105.00		95.00	80.00		95.00				
1	Project Management																
		Project Administration (6 mos invoices)			6								6		12		$ 1,890.00
7	Coordination with City of Austin Watershed Protection																
		Estimate 3 meetings			6	6	12	12					4		40		$ 5,450.00
		Review			6	6	16	12							40		$ 5,570.00
Subtotal - Drainage Study (KFA)			0	0	18	12	28	24	0	0	0	0	10		92		$ 12,910.00

ATTACHMENT D - FEE SCHEDULE

Pond Springs Road Drainage Improvements

Highway: Pond Springs Road
County: Williamson
PRIME: CP&Y, Inc.

OTHER DIRECT EXPENSES	**QTY**	**UNIT**	**FIXED COST**	**TOTAL**
Photocopies B/W (8 1/2" X 11")	400	each	$0.10	$40.00
Photocopies B/W (11" X 17")	250	each	$0.20	$50.00
Photocopies Color (8 1/2" X 11")	125	each	$0.75	$93.75
Photocopies Color (11" X 17")	125	each	$1.25	$156.25
Digital Ortho Plotting	40	sheet	$2.50	$100.00
Plots (B/W on Bond)		square foot	$1.00	$0.00
Plots (Color on Bond)	75	square foot	$2.00	$150.00
Plots (Color on Photographic Paper)		square foot	$5.50	$0.00
OTHER DIRECT EXPENSE TOTAL				**$590.00**

Commissioners Court - Regular Session **67.**

Meeting Date: 03/19/2019

2013 Road Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $160,000 from North Mays Extension (P224) to Forest Creek Drainage Study (P225) of $10,000, Neenah Avenue (P278) of $100,000 and O'Connor Drive (P221) of $50,000. Also, to move $5,000 from Seward Junction (P271) to CR 258 Phase I (P256). Also, to move $1,195,000 from SH 29 Bypass/Inner Loop (P243) to Inner Loop Left Turn Lane (P226) of $300,000, Ronald Reagan Blvd at IH 35 (P231) of $250,000, Inner Loop Safety Improvements (P251) of $50,000, Arterial H Extension (P276) of $575,000 and SH 29 at Cedar Hollow (P291) of $20,000. Also, to move $425,000 from 2013 Road Bond Non-Departmental (P290) to Kenney Fort Blvd Phase 1 (P228) and to move $200,000 from CR 119 (P214) to CR 110 South (P260).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/13/2019 09:51 AM
Form Started By: Emmeline Palma		Started On: 03/12/2019 11:39 AM
Final Approval Date: 03/13/2019		

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

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

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

From: Michael J. Weaver

Date: March 11, 2019

Re: 2013 Road Bond Budget Transfer

Based on the most recent Monthly Capital Summary Report and Road Bond project closeouts, please make the following budget adjustments:

- Move $10,000.00 from P-224 North Mays Extension to P-225 Forest Creek Drainage Study
- Move $100,000.00 from P-224 North Mays Extension to P-278 Neenah Avenue
- Move $50,000.00 from P-224 North Mays Extension to P-221 O'Connor Drive
- Move $5,000.00 from P-271 Seward Junction SE to P-256 R 258 Phase 1
- $300,000.00 from P-243 SH 29 Bypass/Inner Loop to P-226 Inner Loop Left Turn Lane
- Move $250,000.00 from P-243 SH 29 Bypass/Inner Loop to P-231 Ronald Reagan Blvd. at IH 35
- Move $50,000.00 from P-243 SH 2 Bypass/Inner Loop to P-251 Inner Loop Safety Improvements
- Move $575,000.00 from P-243 SH 29 Bypass/Inner Loop to P-276 Arterial H Extension
- Move $20,000.00 from P-243 SH 29 Bypass/Inner Loop to P-291 SH 29 at Cedar Hollow

- Move $425,000.00 from P-290 2013 Road Bond Unallocated to P-228 Kenney Fort Blvd. Phase 1 (City of Round Rock ILA)
- Move $200,000.00 from P-214 CR 119 to P-260 CR 110 South

If you have any questions, please let me know.

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

Commissioners Court - Regular Session **68.**

Meeting Date: 03/19/2019

2013 Road Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Allocation per Mike Weaver, Road Bond Manager, to move $15,000,000 from 2013 Road Bond Non-Departmental (P290) to CR 258 Extension (P277) of $1,500,000, Ronald Reagan Blvd SH 29 to FM 3405 (P336) of $1,000,000, Ronald Reagan/Parmer Ln Express Lane Study (P335) of $1,000,000, Corridor C/SH 29 Bypass (P459) of $8,500,000 and RM 2243 Re-Alignment (P326) of $4,000,000. Also, to move $1,500,000 from SH 29 Bypass/Inner Loop (P243) to Corridor C/SH 29 Bypass (P459).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/13/2019 09:52 AM
Form Started By: Emmeline Palma		Started On: 03/12/2019 11:42 AM
Final Approval Date: 03/13/2019		

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

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

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

From: Michael J. Weaver

Date: March 11, 2019

Re: 2013 Road Bond Budget Allocation

On March 5, 2019, the Commissioners Court reviewed and accepted the staff recommendation with one addition (CR 252) for the allocation of remaining 2013 Road Bond funds. Please make the following budget adjustment and create P-#'s for the new projects.

- Move $1,500,000.00 from P-290 2013 Road Bond Unallocated to P-277 CR 258 Extension
- Move $1,000,000.00 from P-290 2013 Road Bond Unallocated to a new project P-336: Ronald Reagan Blvd. (SH 29 to FM 3405) – additional lanes
- Move $1,000,000.00 from P-290 2013 Road Bond Unallocated to a new project P-335 Ronald Reagan/Parmer Ln Express Lane Study
- Move $8,500,000.00 from P-290 2013 Road Bond Unallocated to P-459 Corridor C/SH 29 ByPass
- Move $1,500,000.00 from P-243 SH 29 Bypass/Inner Loop to P-459 Corridor C/SH 29 ByPass
- Move $4,000,000.00 from P-290 2013 Road Bond Unallocated to P-326 RM 2243 Re-Alignment

Remaining budget transfers and allocations will be made March 26th based on a final review of the LTP Corridor Program budgets and updated 2013 Road Bond Program cash flows.

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office

Christen Eschberger, P.E., HNTB

Commissioners Court - Regular Session **69.**

Meeting Date: 03/19/2019

Hairy Man Rd. 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 Chris and Sandra Smith for right of way needed on the Hairy Man Rd. project (Parcel S5). Funding: Road Bonds P284

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Smith contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 09:43 AM
Form Started By: Charlie Crossfield		Started On: 03/14/2019 09:38 AM
Final Approval Date: 03/14/2019		

REAL ESTATE CONTRACT
Hairy Man Rd.

THIS REAL ESTATE CONTRACT ("Contract") is made by **CHRISTOPHER E. SMITH, JR. and SANDRA KAY SMITH** (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 0.024 acre (1,052 square feet) Tract of land in the Elisha McDaniel Survey, Abstract No. 441, Williamson County, Texas; said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel S5**);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of EIGHT THOUSAND ONE HUNDRED SIXTY and 00/100 Dollars ($8,160.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

Title

3.03. Purchaser shall cause the Title Company to furnish to the Purchaser a current commitment ("Title Commitment") for the issuance of an Owner's Policy of Title Insurance together with legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment. Seller shall provide reasonable responsive cooperation and assistance requested by Purchaser to cure any objections, but shall be under no obligation to incur any costs whatsoever in connection with such cure. In the event Seller has not yet satisfied each and every of Purchaser's objections prior to Closing, Purchaser shall elect to either (i) terminate this Contract, or (ii) waive those title objections which Seller has not satisfied and proceed to Closing. In the event Purchaser fails to elect (i) or (ii) in writing within such period, then, and in such event, Purchaser shall be deemed to have elected (ii).

Inspection

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

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

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

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

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

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

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

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY

SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company (the "Title Company") or another title company of Purchaser's choosing, on or before April 30, 2019 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

(c) Any exceptions approved by Purchaser in writing.

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

(2) Cooperate, to the extent required and at no cost to Seller, to ensure that the Title Company will deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the promulgated form of Texas Owner's Title Policy, provided, however:

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price;

(b) Pay the costs of Closing as required by this Contract.

Prorations

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

Closing Costs

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

(1) Owner's Title Policy (including the base premium and the cost of all endorsements and special elective coverages) and survey to be paid by Purchaser.

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

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

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

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound; Total Agreement; Modification

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract. This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith, specifically including any letter of intent

negotiated by the parties in relation to the Property. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract. This Contract may not be modified or amended, except by an agreement in writing signed by both the Seller and the Purchaser.

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

No Recordation

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

Compliance

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

Effective Date

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

Counterparts

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

Exhibits

8.12. The following Exhibits are attached hereto:

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

SELLER:

Christopher E. Smith, Jr.

Address: 2209 Harry Mon Rd
Round Rock TX. 78681

Date: 3/5/19

Sandra Kay Smith

Address: 2209 Harry Mon Rd
Round Rock, TX 78681

Sandra Kay Smith

Date: 3/5/19

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

ROW PARCEL S5

BEING A 0.024 ACRE (1,052 SQUARE FEET) TRACT OF LAND IN THE ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 2.005 ACRE TRACT OF LAND CONVEYED TO CHRISTOPHER E. SMITH, JR. AND SANDRA KAY SMITH, RECORDED IN DOCUMENT NO. 2005049945 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.024 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Grid Coordinates: N=10164045.94, E=3121866.92) monumenting the northwest corner of said 2.005 acre Smith tract and the northeast corner of the remnant portion of the called 5.985 acre tract of land conveyed to Jorge L. Gonzalez, recorded in Document No. 2006030815 of the Official Public Records of Williamson County, Texas, same being on the south right-of-way line of Hairy Man Road for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 49°33'57" E** with the north boundary line of said 2.005 acre Smith tract and said south right-of-way line of Hairy Man Road for a distance of **210.70 feet** to a 1/2" iron rod found monumenting the northeast corner of said 2.005 acre Smith tract and the northwest corner of the called 2.01 acre tract of land conveyed to Carolyn Kay Gill, recorded in Volume 1070, Page 647 of the Official Records of Williamson County, Texas, from which a 1/2" iron rod found monumenting the northeast corner of said 2.01 acre Gill tract and the northwest corner of the called 1.164 acre tract of land conveyed to Jim M. Boles and Monti M. Boles, recorded in Volume 924, Page 95 of the Deed Records of Williamson County, Texas, bears N 49°47'01" E for a distance of 234.96 feet;

THENCE, **S 31°59'57" E** with the east boundary line of said 2.005 acre Smith tract and the west boundary line of said 2.01 acre Gill tract for a distance of **5.03 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southeast corner hereof, from which a 1/2" iron rod found monumenting the southeast corner of said 2.005 acre Smith tract and the southwest corner of said 2.01 acre Gill tract, bears S 31°59'57" E for a distance of 391.84 feet;

THENCE, **S 49°33'23" W** through the interior of said 2.005 acre Smith tract for a distance of **210.72 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the west boundary line of said 2.005 acre Smith tract and the east boundary line of said remnant portion of the 5.985 acre Gonzalez tract for the southwest corner hereof, from which a 1/2" iron pipe found monumenting the southwest corner of said 2.005 acre Smith tract, same being on said east boundary line of the 5.985 acre Gonzalez tract, bears S 31°47'48" E for a distance of 430.58 feet;

THENCE, **N 31°47'48" W** with the west boundary line of said 2.005 acre Smith tract and the east boundary line of said remnant portion of the 5.985 acre Gonzalez tract for a distance of **5.07 feet** to the **POINT OF BEGINNING** hereof and containing 0.024 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00011

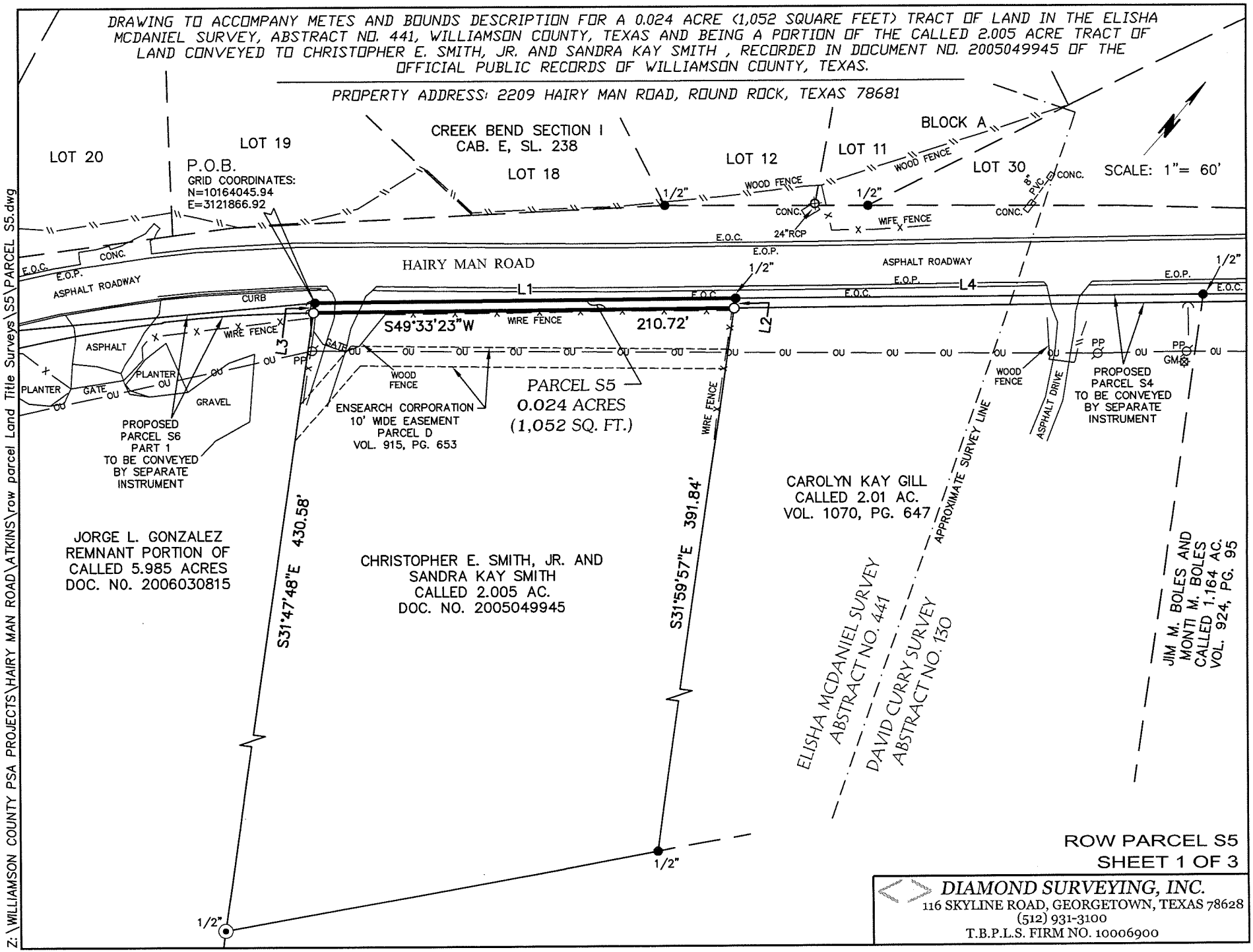
<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900



July 31, 2018

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S5\ROW PARCEL S5.doc



ROW PARCEL S5
SHEET 1 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.024 ACRE (1,052 SQUARE FEET) TRACT OF LAND IN THE ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 2.005 ACRE TRACT OF LAND CONVEYED TO CHRISTOPHER E. SMITH, JR. AND SANDRA KAY SMITH, RECORDED IN DOCUMENT NO. 2005049945 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 2209 HAIRY MAN ROAD, ROUND ROCK, TEXAS 78681

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 1825234-KFD, which bears an effective date of June 15, 2018 and an issued date of June 25, 2018 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 233, Page 441, Deed Records, Williamson County, Texas. Not a part of subject tract.

10b) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 233, Page 463, Deed Records, Williamson County, Texas. Not a part of subject tract.

10c) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 235, Page 98, Deed Records, Williamson County, Texas. Not a part of subject tract.

10d) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 239, Page 55, Deed Records, Williamson County, Texas. Not a part of subject tract.

10e) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 239, Page 63, Deed Records, Williamson County, Texas. Not a part of subject tract.

10f) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 281, Page 580, Deed Records, Williamson County, Texas. Not a part of subject tract.

10g) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 282, Page 398, Deed Records, Williamson County, Texas. Not a part of subject tract.

10h) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 335, Page 539, Deed Records, Williamson County, Texas. Unable to determine location of said easement, due to a vague description contained in said instrument.

10i) Easement granted to the Texas Power & Light Company by instrument recorded in Volume 466, Page 126, Deed Records, Williamson County, Texas. Not a part of subject tract.

10j) Easement Granted to Lower Colorado River Authority by instrument recorded in Volume 334, Page 439, Deed Records, Williamson County, Texas. Not a part of survey.

10k) Easement granted to Lone Star Gas Company, recorded in Volume 427, Page 234, Deed Records, Williamson County, Texas. Unable to determine exact location of said easement. The subject tract is a part of the 209.92 acre tract stated in said instrument.

10l) Easement granted to Lone Star Gas Company, recorded in Volume 428, Page 672, Deed Records, Williamson County, Texas. Unable to determine exact location of said easement. The subject tract is a part of the 209.92 acre tract stated in said instrument.

10m) Easement granted to Ensearch Corporation, recorded in Volume 915, Page 659, Deed Records, Williamson County, Texas. Not a part of the subject tract.
The Ensearch Corporation Easement listed in Volume 915, Page 653, Deed Records, Williamson County, Texas, is a part of the 2.005 acre tract shown hereon, however is not a part of the ROW Parcel tract and is plotted hereon.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S5\PARCEL S5.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.024 ACRE (1,052 SQUARE FEET) TRACT OF LAND IN THE ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 2.005 ACRE TRACT OF LAND CONVEYED TO CHRISTOPHER E. SMITH, JR. AND SANDRA KAY SMITH, RECORDED IN DOCUMENT NO. 2005049945 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 2209 HAIRY MAN ROAD, ROUND ROCK, TEXAS 78681

LEGEND

●	1/2" IRON ROD FOUND
O	½" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
⊙	IRON PIPE FOUND
⊕	PUNCH HOLE FOUND
GM	GAS METER
	GUY ANCHOR
PP	POWER POLE
—— \\ ——	WOOD FENCE
—— x ——	WIRE FENCE
—— OU ——	OVERHEAD UTILITIES
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
E.O.C.	EDGE OF CONCRETE
E.O.P.	EDGE OF PAVEMENT
P.O.B.	POINT OF BEGINNING

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.

3) THE TRACT SHOWN HEREON LIES WITH ZONE "X" UNSHADED (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN). ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0490E, DATED SEPTEMBER 26, 2008.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N49°33'57"E	210.70'
L2	S31°59'57"E	5.03'
L3	N31°47'48"W	5.07'
L4	N49°47'01"E	234.96'

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on July 24, 2018. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

JULY 31, 2018
SHANE SHAFER, R.P.L.S. NO. 5281 — DATE

ROW PARCEL S5
SHEET 3 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

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EXHIBIT "B"

Parcel S5

DEED
Hairy Man Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

> All of that certain 0.024 acre (1,052 square feet) Tract of land in the Elisha McDaniel Survey, Abstract No. 441, Williamson County, Texas and being a portion of the called 2.005 acre tract of land conveyed to Christopher E. Smith, Jr. and Sandra Kay Smith, described in Document No. 2005049945 of the Official Public Records of Williamson County, Texas; said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel S5**)

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 Hairy Man Road.

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2019.

[signature pages follow]

GRANTOR:

_____

Christopher E. Smith, Jr.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2019 by Christopher E. Smith, Jr. in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

GRANTOR:

_____

Sandra Kay Smith

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2019 by Sandra Kay Smith, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **70.**

Meeting Date: 03/19/2019

Approving Third Amendment to Georgetown Annex Access Control Service Contract

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Stanley Convergent Security Solutions, Inc. per the terms of BuyBoard Contract #493-15 to provide additional access controls solutions related to the Georgetown Annex Project in the amended amount of $96,305.10 and authorizing execution of the agreement.

Background

This agreement will provide additional add-ons to the access control system at the Georgetown Annex. This contract is the 3rd amendment adding an additional $8,891.00 bringing the grand total of the service contract to $96,305.10. Point of contact is Dale Butler. Funding source P325.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/14/2019 09:05 AM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 09:08 AM
Form Started By: Thomas Skiles		Started On: 03/13/2019 08:04 AM
Final Approval Date: 03/14/2019		

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIRD AMENDED SERVICES CONTRACT FOR ACCESS CONTROL SYSTEM (PCT. 3 ANNEX) (Buyboard # 493-15)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **STANLEY Convergent Security Solutions, Inc., (hereinafter "Service Provider")**. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

> **As described in the attached Statement of Work/Quotation(s), dated June 18, 2018 and Stanley Security Customer Installation Agreement, dated June 15, 2018, and additional Stanley Security Customer Installation Agreements, dated July 23, 2018 and Nov 2018 (also marked as Quote #Q-57958), and Quote #Q-69161, dated January 22, 2019, which are each incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A1-A3," such additional services shall be described in a separate written amendment to this

Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $66,378.42 (original installation agreement) plus $14,365.77 (second installation agreement) plus $6,669.91 (third installation quote/agreement) plus $8,891.00 (third quote) for a grand total of $96,305.10.**

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 Statement of Work/Quotation(s), dated June 18, 2018, which is incorporated herein as if copied in full;

B. Stanley Security Customer Installation Agreement, dated June 15, 2018, which is incorporated herein as if copied in full;

C. Additional Stanley Security Customer Installation Agreement, dated July 23, 2018;

D. Additional Stanley Security Customer Installation Agreement, dated Nov 2018 (also marked as Quote #Q-57958);

E. Additional Stanley Security Quote #Q-69161, dated January 22, 2019;

F. Buyboard # 493-15 and related addenda and exhibits; and

G. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR

BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

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

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:



Authorized Signature

_____	Randy Rumsi
Printed Name	Printed Name
Date: _____ ____, 2019	Date: Feb 26, 2019

Exhibit(s)
Statement of Work/Quotation(s)
and
Customer Installation Agreement(s)

STANLEY Security

CSS Change Order Form

Original WO #		Customer Name		City	
CO Quote #		Street Address		State	
Date		Suite / Apt / Bldg		Zip Code	
Sales Rep		Bill to		Tech on Site?	
Technician				Original Project Completion Date	
Project Mgr				New Project Completion Date	

Description of Work Requested & Project Assessment ***(Required for quote to be started)***

Change Order Details

Material Added

QTY	*SBN PART#*	*MFG PART #*	*DESCRIPTION*

Labor Added

# HOURS	*LABOR TYPE*	*DESCRIPTION*

RMR Added

QTY	*SERVICE TYPE*	*DESCRIPTION*

CHANGE ORDER TOTAL

	Total Additional Install	*Total Additional RMR*

Pre-Work Approval- **Your signature gives approval to perform the work as outlined and priced above.**

Contact _____ Signature & Date _____ PO# (if applicable) _____

I have requested the above work be done and agree to pay for same when completed. I also agree to the terms and limits of liability. All work will be done on the terms set forth in the agreement between the parties.

**INTERNAL USE ONLY - Please email this form to CSSChangeOrders@sbdinc.com for quoting or call (866) 280-1988.*

Last Revision: 12/14/2016

Commissioners Court - Regular Session **71.**

Meeting Date: 03/19/2019

7th Street Sidewalks and Easement

Submitted By: Jeffrey Hancock, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a Quitclaim Deed conveying Williamson County any interest held by the City of Georgetown in a portion of existing right-of-way at Williamson County's property located at 7th Street and Pine Street as consideration for Williamson County grant of a twelve (12) foot sidewalk easement pursuant to a Sidewalk Maintenance And Access Easement; and authorize the County Judge to execute all instruments necessary for the grant of such easement.

Background

The City of Georgetown would like to remove 6th street access to 7th street intersection and quitdeed the remaining corner to Williamson County's already existing property to make way for an approximately 10 foot sidewalk in place of the current sidewalk continuing to downtown access from the University foot traffic. The City has agreed in communication to continued maintenance after the installation of the project. Documents as well as maps indicating intent are attached.

Fiscal Impact

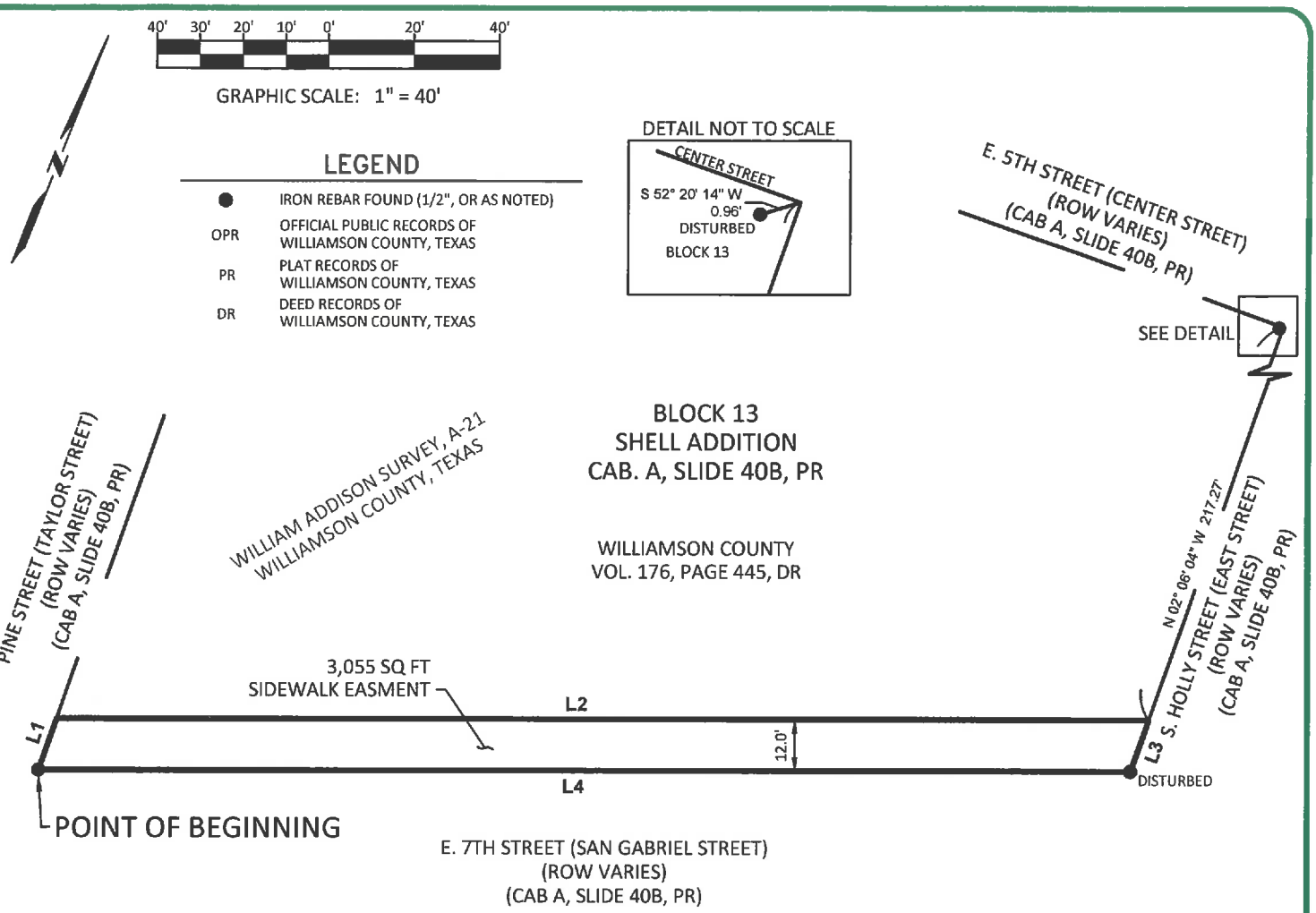
From/To	Acct No.	Description	Amount

Attachments

7th Street Sidewalk

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2019 09:01 AM
Form Started By: Jeffrey Hancock		Started On: 03/13/2019 11:21 AM
Final Approval Date: 03/14/2019		



NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
3. SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

Line Table		
Line #	Direction	Length
L1	N 02°06'04" W	12.73'
L2	N 68°24'49" E	254.59'
L3	S 02°06'04" E	12.73'
L4	S 68°24'49" W	254.59'

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND JUNE, 2018, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

STEGER BIZZELL

06/28/2018

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

EXHIBIT OF
3,055 SQUARE FOOT SIDEWALK EASEMENT
OUT OF BLOCK 13
SHELL ADDITION
IN THE WILLIAM ADDISON SURVEY, A-21
WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No.10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

DATE 06/27/2018 JOB NO. 22544

P:\22000-22999\22544 CoG Old Town NE Sdwks\Survey Data\CAD\Easement Exhibits\22544-Sidewalk Esmt # 7.dwg, 6/28/2018 11:24:22 AM, _AutoCAD PDF (General Documentation).pc3

Proj No. 22544
June 28, 2018

3,055 Sq. Ft.
Block 13, Shell Addition
William Addison Survey, Abstract No. 21
Williamson County, Texas

SIDEWALK EASEMENT DESCRIPTION

DESCRIPTION OF A 3,055 SQUARE FOOT TRACT OF LAND LOCATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS, BEING OUT OF BLOCK 13, SHELL'S ADDITION, A MAP OF WHICH IS RECORDED IN CABINET A, SLIDE 40B, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID BLOCK 13 CONVEYED TO WILLIAMSON COUNTY, TEXAS BY DEED OF RECORD IN VOLUME 176, PAGE 445, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 3,055 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found at the intersection of the north right-of-way line of East 7th Street, a variable width right-of-way, and of the east right-of-way line of Pine Street, formerly known as Taylor Street, a variable width right-of-way, both streets of record in said SHELL ADDITION, for the southwest corner of said Block 13, for the southwest corner of the herein described tract;

THENCE, North 02°06'04" West, with the east right-of-way line of said Pine Street, being the west line said Block 13, and being the west line of the herein described tract, a distance of 12.73 feet, to a point for the northwest corner of the herein described tract;

THENCE, North 68°24'49" East, crossing said Block 13, with the north line of the herein described tract, being parallel with and 12.00 feet distant therefrom the north right-of-way of said East 7th Street, a distance of 254.59 feet, to a point in the west right-of-way line of South Holly Street, formerly known as East Street, a variable width right-of-way, of record in said SHELL ADDITION, for the northeast corner of the herein described tract, from which the northeast corner of Block 13 bears North 02°06'04" West, a distance of 217.27 feet, to a point, from which a 1/2-inch iron rod found disturbed, bears South 52°20'14" West, a distance of 0.96 feet;

THENCE, South 02°06'04" East, with the west right-of-way line of said South Holly Street, being the east line of said Block 13, being the east line of the herein described tract, a distance of 12.73 feet, to 1/2-inch iron rod found disturbed;

MAS
06/28/2018

STEGER BIZZELL
1978 S. Austin Ave
Georgetown, TX 78626

3,055 Sq. Ft.
Block 13, Shell Addition
William Addison Survey, Abstract No. 21
Williamson County, Texas

THENCE, South 68°24'49" West, with the north right-of-way line of said East 7th Street, being the south line of said Block 13, and being the south line of the herein described tract, a distance of 254.59 feet, to the **POINT OF BEGINNING**, and containing 3,055 square feet of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The forgoing metes and bounds description and survey on which it is based is accompanied by and a part of survey map of the subject tract.

The subject tract is an easement, monuments were not set for corners.

I certify that this description was prepared from a survey made on the ground in June, 2018, under my supervision.

Steger & Bizzell Engineering Inc.



06/28/2018

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

P:\22000-22999\22544 CoG Old Town NE Sdwks\Survey Data\Descriptions\22544-desc-sw-esmt7.docx

Commissioners Court - Regular Session **72.**

Meeting Date: 03/19/2019

Approving Service Contract Cedar Park Annex Carpet

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, 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 Quality Carpets & Floors to provide Carpet Install for the Cedar Park Annex in the amount of $4,273.00 and authorizing execution of the agreement.

Background

This Agreement is for Carpet Install at the Cedar Park Annex. Department point of contact is Bob Lubecker. Funding Source 01.0100.0509.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

service contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	03/14/2019 10:49 AM
County Judge Exec Asst.	Andrea Schiele	03/14/2019 11:00 AM
Form Started By: Andrew Portillo		Started On: 03/14/2019 07:48 AM
Final Approval Date: 03/14/2019		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR CARPET INSTALL
(Cedar Park Annex)

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 **Quality Carpets & Floors** with offices at 5840 Williams Dr., Georgetown, Texas 78633, phone number 512-930-1339 (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 Statement of Work/Quotation(s), dated January 23, 2019 and are incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) 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 the total amount of $4,273.00, 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(s), dated January 23, 2019 and are incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving 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:**
_____	Dedrey Hill
Authorized Signature	Authorized Signature
_____	Dedrey Hill
Printed Name	Printed Name
Date: _____, 2019	Date: March 6, 2019

Exhibit(s)
Statement of Work/Quotation(s)
(dated January 23, 2019 and incorporated herein as if copied in full)

Commissioners Court - Regular Session **73.**

Meeting Date: 03/19/2019

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 aquisition 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.

x) Discuss the acquisition of property near the County landfill.

y) Discuss the acquisition of property adjacent to River Ranch Park.

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 possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility

c) Potential governmental uses for 8th Street downtown parking lot

d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

e) Discuss property usage at Longhorn Junction

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

g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.

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	03/14/2019 09:51 AM
Form Started By: Charlie Crossfield		Started On: 03/14/2019 09:43 AM
Final Approval Date: 03/14/2019		

Commissioners Court - Regular Session **74.**

Meeting Date: 03/19/2019

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
f) Project Cedar
g) Project Expansion

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	03/14/2019 09:51 AM
Form Started By: Charlie Crossfield		Started On: 03/14/2019 09:44 AM
Final Approval Date: 03/14/2019		