

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**April 2, 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 – 23)

5. Discuss, consider and take appropriate action on a line item transfer for On-Site Sewage Facilities.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0661-003005	Office Furniture < \$5,000	\$800.00
To	0100-0661-003900	Membership Dues	\$800.00

6. Discuss, consider and take appropriate action on a line item transfer for On-Site Sewage Facilities.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0661-004924	MS4 Training/Compliance	\$1,500.00
To	0100-0661-004212	Postage	\$1,500.00

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

8. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Auction including two (2) desktops, pursuant to Tx. Local Gov't Code 263.152.
9. Acknowledge and record that Commissioner Valerie Covey successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code.
10. Consider noting in the minutes acceptance of County Commissioner Continuing Education Transcript of Cynthia Long and noting successful completion of continuing education hours for 2018 as required in Section 81.0025 of the Local Government Code.
11. Discuss, consider and take appropriate action on appointment of a Reserve Deputy Constable for the Williamson County Precinct 2 Constable's office, with Anglia K. Stamport, pursuant to Texas Local Government Code 86.012.
12. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Juvenile Food Services under RFP #1903-307.
13. Discuss, consider, and take appropriate action on approving the purchase of three (3) Tahoes from Lake Country Chevrolet in the amount of \$98,157.00, pursuant to GoodBuy Contract #19 8F000, to support the operations of the Williamson County Jail.
14. Discuss, consider, and take appropriate action on awarding IFB #1901-297 for BMW Motorcycles to the lowest responsive bidder, Woods Fun Center, DBA BMW Motorcycles of Austin.
15. Discuss, consider, and take appropriate action to receive and approve MOU agreements between ESD #7, #10, 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.
16. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between Kleinfelder, Inc. and Williamson County dated February 23, 2017 for On Call Geotechnical Engineering and Material Testing.
17. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between Doucet & Associates, Inc. and Williamson County dated February 27, 2018 for Smith Branch Flood Control and Drainage Engineering Services - Williamson County Juvenile Justice Center.
18. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Architectural and Engineering Services between Steinbomer & Associates, Architects, Inc. and Williamson County dated January 30, 2019 for Small Project Architectural Services.
19. Discuss, consider and take appropriate action on Work Authorization #1 in the amount of \$125,000.00 to expire on 12/31/2019 under Williamson County Contract for Architectural and Engineering Services between Talex Inc, Engineers and Williamson County dated 1/30/2019 for Jail Facility Master Plan.
20. Discuss, consider and take appropriate action on approval of the final plat for the Settlement Point subdivision – Precinct 3.
21. Discuss, consider and take appropriate action on approval of the preliminary plat for King Rea-Roemer subdivision – Precinct 3.

- 22. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch South Section 5B subdivision - Precinct 2.
- 23. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch South Section 7B subdivision - Precinct 2.

**REGULAR AGENDA**

- 24. Discuss, consider and take appropriate action on approving the proclamation for Williamson County Emergency Services proclaiming April 2, 2019 as the beginning of April Pools Day in Williamson County.
- 25. Discuss, consider and take appropriate action on resolution proclaiming the month of April 2019 as National County Government Month in Williamson County, Texas.
- 26. Discuss, consider, and take appropriate action on a resolution highlighting Williamson County government's history of transparency and recommitting the Williamson County Commissioners Court to upholding the spirit of the Open Meetings Act.
- 27. Discuss, consider and take appropriate action on appointing K.C. Bumpas of Round Rock and Cathy Hord of Jarrell to the Williamson County Child Welfare Board.
- 28. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for a Sheriff's Office donation.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$100.00

- 29. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for a Sheriff's Office donation.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0560.003670	Use of Donations	\$100.00

- 30. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS Donations.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.367401	EMS Donations	\$25.00

- 31. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the use of EMS Donations.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
	0100.0540.003670	Use of Donations	\$25.00

32. Discuss, consider and take appropriate action on approving the Pricing Proposal between Williamson County and Siddon-Martins Emergency Group LLC to purchase four (4) Ford F-450 Type 1 Ambulances in the amount of \$972,696.00, per HGAC Contract #AM10-18, and authorizing the purchase.
33. Discuss, consider, and take appropriate action on an Interlocal Agreement with the City of Austin regarding the Regional Information Sharing for Emergency Response (RISER) Project.
34. Discuss, consider, and take appropriate action on an agreement with Charter Communications Operating, LLC (Spectrum) for cable internet service at the EMS station at 1501 Cottonwood Creek Trl.
35. Discuss, consider and take appropriate action on River Ranch County Park Phase I development Change Order # 2 from Ritter, Botkin Prime Construction Company, Inc., in the amount of \$91,115.00.
36. Discuss, consider, and take appropriate action on approving a lease agreement between Pitney Bowes, Inc. and Williamson County for postage equipment/services in the amount of \$423.48 per month for 60 months, pursuant to BuyBoard Contract #576-18, and authorizing execution of the agreement.
37. Receive updates on the Department of Infrastructure projects and issues.
38. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Texas Patcher LLC to provide Repair Services for a Liquid Asphalt Tank in the amount of \$4,952.00 and authorizing execution of the agreement.
39. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$80,000.00 to expire March 31, 2020 under Williamson County Contract for Architectural and Engineering Services between Steinbomer & Associates, Architects, Inc. and Williamson County dated January 30, 2019 for Justice Center Court Room Renovation.
40. Discuss, consider and take appropriate action on a real estate contract with Jorge L. Gonzalez for right of way needed on the Hairy Man Rd. project (Parcel S6). Funding: Road Bonds P284
41. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Mtech Comfort Systems USA per the terms of TIPS Contract #180205 to replace a chiller at the Cedar Park Annex and authorizing execution of the agreement.
42. Discuss, consider and take appropriate action on authorizing the Services Contract for Fire Alarm Monitoring with Johnson Controls, Inc., pursuant to TIPS Cooperative Contract #18020401 with services defined in contract list summary for an annual amount of \$6,586.30 with services through 2/29/20.

## 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)."***

43. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- A. Real Estate Owned by Third Parties  
Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
- a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension
  - b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
  - c) Discuss the acquisition of real property for CR 176 at RM 2243
  - d) Discuss the acquisition of real property: CR 101
  - e) Discuss the acquisition of real property: CR 200
  - f) Discuss the acquisition of real property for County Facilities.
  - g) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
  - h) Discuss the acquisition of real property for CR 314.
  - i) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
  - j) Discuss the acquisition of real property for SH 29 @ DB Wood.
  - k) Discuss the acquisition of real property for Hairy Man Rd.
  - l) Discuss the acquisition of real property for SW Bypass.
  - m) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
  - n) Discuss the acquisition of real property for CR 111.
  - o) Discuss the acquisition of real property for Corridor H
  - p) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
  - q) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
  - r) Discuss the acquisition of right-of-way for Corridor C.
  - s) Discuss the acquisition of right-of-way for Corridor F.
  - t) Discuss the acquisition of right-of-way for Corridor D.
  - u) Discuss the acquisition of right-of-way for Southeast Corridor.
  - v) Discuss the acquisition of right-of-way for Reagan extension.
  - w) Discuss the acquisition of right-of-way for Chandler Rd.
  - 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

44. 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
45. 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) 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.
  - i) 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.
  - j) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
  - k) Employment law claims of Michelle Williams and/or Andrenia McGowen.
  - l) 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.
  - m) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
  - n) 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
  - o) Potential opioid litigation
  - p) Valerie Adams - EEOC Charge No. 450-2018-03807
  - q) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.
  - r) Legal matters relating to Sunset Meadows Subdivision.
  - s) Discuss District Office Lease at the Williamson County Jester Annex for State Representative.
  - t) 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.
  - u) 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
  - v) BANGL Pipeline Project
  - w) 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
  - x) 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
  - y) Claim of Dan A. Gattis for reimbursement of attorneys fees.
  - z) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).

46. 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)

47. Discuss and take appropriate action concerning economic development.
48. Discuss and take appropriate action concerning real estate.
49. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
  - b) Status Update-Pending Cases or Claims;
  - c) Employee/personnel related matters
  - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - e) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
  - f) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
  - g) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
  - h) 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.
  - i) 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.
  - j) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
  - k) Employment law claims of Michelle Williams and/or Andrenia McGowen.
  - l) 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.
  - m) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
  - n) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025; Dee Hobbs, Williamson County Attorney v. Dan A. Gattis, Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Larry Madsen, County Commissioners; In the 425th District Court of Williamson County, Texas
  - o) Potential opioid litigation
  - p) Valerie Adams - EEOC Charge No. 450-2018-03807
  - q) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.
  - r) Legal matters relating to Sunset Meadows Subdivision.
  - s) Discuss District Office Lease at the Williamson County Jester Annex for State Representative.
  - t) 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.
  - u) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
  - v) BANGL Pipeline Project
  - w) 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
  - x) 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
  - y) Claim of Dan A. Gattis for reimbursement of attorneys fees.
  - z) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).

50. 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.
  
51. Comments from Commissioners.

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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 28th 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:** 04/02/2019

Discuss consider and take appropriate action on a line item transfer for On Site Sewage Facilities

**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 On-Site Sewage Facilities.

**Background**

This transfer is necessary in order to obtain professional licenses for OSSF Sanitarians.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0661-003005	Office Furniture < \$5,000	\$800.00
To	0100-0661-003900	Membership Dues	\$800.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 03/27/2019

**Reviewed By**

Andrea Schiele

Ashlie Koenig

**Date**

03/26/2019 04:57 PM

03/27/2019 11:27 AM

Started On: 03/26/2019 03:29 PM

**Commissioners Court - Regular Session**

**6.**

**Meeting Date:** 04/02/2019

Discuss consider and take appropriate action on a line item transfer for On Site Sewage Facilities

**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 On-Site Sewage Facilities.

**Background**

This transfer is necessary in order to continue complying with the TCEQ requirement to mail aerobic unit owners when their maintenance cycle is expired.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0661-004924	MS4 Training/Compliance	\$1,500.00
To	0100-0661-004212	Postage	\$1,500.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 03/27/2019

**Reviewed By**

Andrea Schiele

Ashlie Koenig

**Date**

03/26/2019 04:58 PM

03/27/2019 11:27 AM

Started On: 03/26/2019 04:27 PM

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 04/02/2019

Compensation Items

**Submitted By:** Tammy Fennell, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

See attached documentation for details.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Merit Report](#)

[Merit LIT](#)

**Form Review**

**Inbox**

Human Resources (Originator)  
County Judge Exec Asst.  
Form Started By: Tammy Fennell  
Final Approval Date: 03/28/2019

**Reviewed By**

Rebecca Clemons  
Andrea Schiele

**Date**

03/28/2019 11:44 AM  
03/28/2019 11:46 AM  
Started On: 03/28/2019 11:40 AM

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Effective Date of Change
Purchasing	Purchasing Specialist III.1217.001100.	14461	\$48,325.22	<del>\$483.25</del> \$144.73	± 0.29	<del>\$48,808.47</del> \$48469.95	MERIT	3/29/2019

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
<del>01</del>	<del>0100</del>	<del>0494</del>	<del>001100</del>	<del>— 483.25</del>	
<del>01</del>	<del>0100</del>	<del>0494</del>	<del>001130</del>		<del>— 483.25</del>
01	0100	0494	001100	144.73	
01	0100	0494	001130		144.73

**Commissioners Court - Regular Session**

**8.**

**Meeting Date:** 04/02/2019

Asset Auction Technology 04-02-2019

**Submitted For:** Randy Barker

**Submitted By:** Lyn Mazey, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

Please see attached lists for details.

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**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
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**Attachments**

Asset Auction Tech

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**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Lyn Mazey  
Final Approval Date: 03/28/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

03/28/2019 09:13 AM  
03/28/2019 10:53 AM  
Started On: 03/27/2019 03:17 PM

# 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.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell computer towers <span style="float: right;">65119</span>	5kwdxv1	4454	Working
1	Dell computer towers <span style="float: right;">63464</span>	88ys4v1	4461	Working

**Parties involved:**

**FROM** (Transferor Department): Magistrate Office

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

Alexandra Gauthier  
 Print Name Roland Luna Jr.

March 26, 2019  
 Signature 512-943-1377 Date 512-943-1496 Phone Number

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**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 RECEIVED

Signature MAR 27 2019 Date

Phone Number AUDITOR'S OFFICE

WILLIAMSON COUNTY, TEXAS

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\* 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**

**9.**

**Meeting Date:** 04/02/2019

Continuing Education

**Submitted For:** Valerie Covey

**Submitted By:** Rachel Rull, Commissioner Pct. #3

**Department:** Commissioner Pct. #3

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Acknowledge and record that Commissioner Valerie Covey successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Continuing Education

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 03/27/2019

**Reviewed By**

Andrea Schiele

**Date**

03/27/2019 03:17 PM

Started On: 03/27/2019 03:05 PM

**COUNTY JUDGES & COMMISSIONERS  
ASSOCIATION OF TEXAS**

**COMMISSIONERS EDUCATION  
CERTIFICATE OF COMPLETION**

*This is to certify that*

**Valerie Covey**  
**Williamson County Commissioner**

*has successfully completed the continuing education  
provisions of Article 81.0025 of the  
Texas Local Government Code*

2018



Debbie Gonzales Ingalsbe, Chair  
Commissioners Education Committee



Robert Johnston, President  
County Judge and Commissioners  
Association of Texas

**Commissioners Court - Regular Session**

**10.**

**Meeting Date:** 04/02/2019

Continuing Education Hours

**Submitted For:** Cynthia Long

**Submitted By:** Kathy Pierce, Commissioner Pct. #2

**Department:** Commissioner Pct. #2

**Agenda Category:** Consent

**Information**

**Agenda Item**

Consider noting in the minutes acceptance of County Commissioner Continuing Education Transcript of Cynthia Long and noting successful completion of continuing education hours for 2018 as required in Section 81.0025 of the Local Government Code.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[2018 Continuing Education Hours](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 03/26/2019

**Reviewed By**

Andrea Schiele

**Date**

03/26/2019 08:29 AM

Started On: 03/25/2019 01:47 PM

**COUNTY JUDGES AND COMMISSIONERS  
ASSOCIATION OF TEXAS**  
County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2018 - 12/31/2018

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Hon. Cynthia Long  
Commissioner  
Williamson County  
350 Discovery Blvd Ste 201  
Cedar Park, TX 78613-2254  
Phone: (512) 260-4280  
Fax:

ID:  
216964  
Term:  
1/1/2018 - 12/31/2019

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<b>Date</b>	<b>Description</b>	<b>Earned Hours</b>
1/1/2018	Excess hours carried forward from 2017	8.00
8/31/2018	2018 Legislative Conference	8.00
<b>Total Hours Earned: 16.00</b>		

**You have met your 2018 Commissioner Statutory Continuing Education requirement.**

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Print Date: 3/25/2019

If this report does not agree with your records, please call  
Administrative Assistant at (512) 482-0701 or (800) 733-  
0699 or [cjca@allison-bass.com](mailto:cjca@allison-bass.com)

**Commissioners Court - Regular Session**

11.

**Meeting Date:** 04/02/2019

Reserve Deputy Precinct 2

**Submitted For:** Cynthia Long

**Submitted By:** Kathy Pierce, Commissioner Pct. #2

**Department:** Commissioner Pct. #2

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on appointment of a Reserve Deputy Constable for the Williamson County Precinct 2 Constable's office, with Anglia K. Stamport, pursuant to Texas Local Government Code 86.012.

**Background**

Anglia K. Stamport is to be appointed to the unpaid position of Reserve Deputy Constable by Constable Rick Coffman. Ms. Stamport is a licensed peace officer in the State of Texas with 12 years of active law enforcement experience. Ms. Stamport is a 13-year resident of Williamson County.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Kathy Pierce  
Final Approval Date: 03/28/2019

**Reviewed By**

Andrea Schiele

**Date**

03/28/2019 08:46 AM  
Started On: 03/27/2019 04:38 PM

**Commissioners Court - Regular Session**

12.

**Meeting Date:** 04/02/2019

Request to Advertise Juvenile Food Services RFP

**Submitted For:** Randy Barker

**Submitted By:** Erica Smith, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Juvenile Food Services under RFP #1903-307.

**Background**

Williamson County is seeking a Food Service Management Company to provide Food Services to youth at the Williamson County Juvenile Justice Center. Juvenile Services is no longer participating in the National School Lunch Program. A new request for proposals is needed to secure a new contract. Expenditures for this RFP will be charged to 01.0100.0576.003306. Funding was approved in the FY2019 budget. Department contact is John Pelczar.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Bid Packet

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Erica Smith  
Final Approval Date: 03/28/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

03/28/2019 09:17 AM  
03/28/2019 10:32 AM  
Started On: 03/26/2019 09:05 AM

## **Solicitation 1903-307**

### **Food Service for Williamson County Juvenile Services**

**Bid Designation: Public**



**Williamson County, Texas**

## Bid 1903-307

### Food Service for Williamson County Juvenile Services

Bid Number	1903-307
Bid Title	Food Service for Williamson County Juvenile Services
Bid Start Date	In Held
Bid End Date	May 9, 2019 10:00:00 AM CDT
Question & Answer End Date	May 3, 2019 5:00:00 PM CDT
Bid Contact	Erica Smith Purchasing Specialist III 512-943-1554 erica.smith@wilco.org
Contract Duration	12 months
Contract Renewal	4 annual renewals
Prices Good for	90 days
Pre-Bid Conference	Apr 23, 2019 2:00:00 PM CDT Attendance is optional Location: Williamson County Purchasing Office 100 Wilco Way, Suite P101 Georgetown, TX 78626
Bid Comments	<b>The County is seeking a Food Service Management Company to provide Food Service to youth located at the Williamson County Juvenile Justice Center.</b>

#### Item Response Form

Item                   **1903-307--01-01 - Please attach all documents to this line**

Quantity           **1 each**

Prices are not requested for this item.

Delivery Location   **Williamson County, Texas**  
No Location Specified

Qty 1

**Description**

Please attach all documents to this line.



## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

**WILLIAMSON COUNTY PURCHASING DEPARTMENT  
SOLICITATION NUMBER 1903-307  
Food Service for Williamson County Juvenile Services**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:  
May 9, 2019 10:00:00 AM CDT**

**PROPOSALS WILL BE PUBLICLY OPENED:  
May 9, 2019 10:00:00 AM 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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Proposal.**

All electronic proposal must be submitted via: [www.bidsync.com](http://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](http://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](http://www.bidsync.com).
    - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
-



## Williamson County – Request for Proposal (RFP)

### SECTION 1 - DEFINITIONS

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

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

**Contract** – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

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

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

**Executive Summary** – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

**Proposal Documents** – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

**Proposal** – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

**Respondent** – means a person or entity who submits a Proposal in response to this RFP.

**Request for Proposals (RFP)** – means this document, together with the attachments thereto and any future Addenda issued by the County.

**Successful Respondent**– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

## **SECTION 2 - RESPONSE FORMAT AND SUBMISSION**

### **2.1 INTRODUCTION**

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non-requested information.

Please provide your Proposal response using:

- A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.
- B. The least amount of plastic/laminate or other non-recyclable binding materials.
- C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

### **2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS**

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Table of Contents.
- C. Executive Summary. Please see Section 2.4, Executive Summary.
- D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)
- E. Price Sheet.
- F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.
- G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

- I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

## 2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Proposal.
- B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.
- C. Place of incorporation or organization, if applicable.
- D. Name and location of major offices and other facilities that relate to the Respondent'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](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](http://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 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<sup>th</sup>) 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, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

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

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

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

#### **4.27 CURRENT REVENUES**

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

#### **4.28 BINDING EFFECT**

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

#### **4.29 ASSIGNMENT**

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

#### **4.30 SAFETY**

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

#### **4.31 GENERAL OBLIGATIONS AND RELIANCE**

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality 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 (31<sup>st</sup>) 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 (1<sup>st</sup>) 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 (21<sup>st</sup>) 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](mailto: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.



## 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 Proposal Evaluation and Selection

##### 1.2.1 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."**

##### 1.2.2 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

## Additional Stipulations - Proposal

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.

### **1.2.3 Mandatory Criteria**

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

### **1.2.4 Graded Evaluation Factors**

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

- References
- Prior Experience Providing Food Service to Youthful Offenders in a Residential Setting
- Compliance of Proposal Specifications
- Price

### **1.2.5 Interviews**

Interview scoring (if applicable) will be provided along with invitation to interview candidates.

### **1.2.6 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

## Additional Stipulations - Proposal

to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

### 1.3 Technical Contact

John Pelczar, Director of Operations (or successor), Williamson County Juvenile Services, 200 Wilco Way, Georgetown, TX shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

### 1.4 Initial Contract Term

The initial contract term will be for a period of twelve (12) months.

### 1.5 Contract Extensions

If applicable, 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 sixty (60) 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.

### 1.6 Insurance Requirements

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

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

Williamson County Purchasing Department  
100 Wilco Way, Suite P101

## Additional Stipulations - Proposal

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.

## Additional Stipulations - Proposal

- 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  
100 Wilco Way, Suite P101  
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.

## Additional Stipulations - Proposal

**1.7 Tentative Schedule**

<b><u>Event</u></b>	<b><u>Date</u></b>	<b><u>Time</u></b>
RFP released in BidSync	April 9, 2019	
Deadline for RFP questions	May 3, 2019	5:00PM
RFP final responses due	May 9, 2019	10:00AM
Contract awarded	June 18, 2019	
Contract effective date	July 1, 2019	

## PROPOSAL SPECIFICATIONS

### I. GENERAL INFORMATION:

The County is seeking a Food Service Management Company (FSMC) to provide Food Service for Williamson County Juvenile Services (sometimes referred to as the "Juvenile Justice Center" or the "Juvenile Detention Center"). The specifications and contract are contained herein. The County reserves the right to evaluate and award a contract based on the best offer determined for Juvenile Services.

The awarded FSMC shall furnish all labor, supplies, and foodstuff to provide a FULL FOOD SERVICE for residents at the Juvenile Justice Center. Williamson County will cooperate with the Successful Respondent for obtaining USDA surplus commodities, when applicable, for use in the performance of the contract.

The FSMC shall enter into a binding contract with Williamson County for a period of one year. The anticipated contract period will be July 1, 2019 through June 30, 2020 ("Initial Term").

As set out in the attached contract forms and in this RFP, Williamson County reserves the right to extend the awarded contract for four (4) additional twelve (12) month periods as it deems to be in the best interest of the County, and as long as at the end of Initial Term of the contract, any proposed cost increase for an extension term does not exceed the applicable increase in the Consumer Price Index, All Urban Consumers (CPI-I), U.S. City Average, Food Away From Home Index, from the prior year to the current year.

### II. JUVENILE SERVICES INFORMATION:

Juvenile Services operates three (3) separate programs out of the Juvenile Justice Center. The programs are as follows:

- 1) Juvenile Detention: Short-term pre-adjudication facility for youth pending court. Maximum occupancy 35 youth.
- 2) CORE Residential Program: Long-term residential facility for youth court-ordered into the program. Maximum occupancy 55.
- 3) Juvenile Justice Alternative Education Program (JJAEP): Day students who have been expelled from their home campus. The number of students in this program can fluctuate greatly depending on time of year. These youth will only eat lunch and may have the option of eating breakfast.

Currently, the average total population for all three programs is approximately 75 youth per day.

Residential youth will be served three meals per day plus two snacks, 365 days per contractual year. Per standards, at least two of the meals per day must be hot.

### III. APPLICABLE DOCUMENTS: The following list of documents must be included in the submitted proposal package:

- 1) Proposals shall have attached a minimum 21-day non-repetitive Juvenile Services menu detailing specific portion sizes, indicating cooked or raw weights, caloric content, and seasonal variations for holiday meals for breakfast, lunch, dinner, and snacks.
- 2) Proposals shall have attached a Holiday menu to be incorporated into the proposed 21-day non-repetitive menu.

- 3) The Juvenile Services menu submitted shall be reviewed and approved by a Registered Dietician.
- 4) The letter of review and approval must be attached. Copies of the dietician credentials must also be attached.
- 5) Proposals shall have attached a copy of the proposer's TEXAS SALES AND USE TAX PERMIT.
- 6) Proposals shall have attached a copy of the proposer's CERTIFICATE OF ASSUMED NAME filed for record.
- 7) Proposals shall have attached a letter of application for the required insurance coverage as follows:
  - a. COMPREHENSIVE GENERAL LIABILITY, to include, Premises and Operations, Independent Contractor, Personal Injury, Products and Completed Operations, Contractual Liability and Property Damage, \$1,500,000; Workers Compensation, Statutory Limits;
- 8) PERFORMANCE BOND is required guaranteeing performance of all conditions of the contract in the amount of fifty thousand dollars (\$50,000.00), said bond to be forfeited in the event that FSMC fails to satisfactorily perform the contract.
- 9) A CURRENT FINANCIAL STATEMENT shall be included in the submitted proposal package.
- 10) A listing of all juvenile justice facilities with inmate average daily population in excess of 75 where the preparation of meals occurred on-site at the facility.

#### **IV. FOOD PREPARATION AND SERVING:**

- 1) Except as otherwise set out herein, the food shall be prepared in the Juvenile Services kitchen facility.
- 2) Food shall be served at proper temperatures. Meals shall be served on insulated plastic trays and distributed to inmates.
- 3) The FSMC shall be responsible for maintaining proper food temperatures from time of preparation until actual serving of meals.
- 4) The FSMC shall serve meals on such days and such times as requested by Juvenile Services.
- 5) The FSMC must make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans and when the need for the substitution is certified by a licensed physician. Substitutions for disability reasons must be made on a case by case basis only when supported by a written statement of the need for substitutions that includes recommended alternate foods.
- 6) Substitutions must be made for those nondisabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions for students without disabilities who cannot consume the regular meals because of non-disabling medical or other special dietary needs must be made on a case-by-case basis only when supported by a statement from a licensed medical authority. There will be no additional charge to the student for such substitutions.

**V. EMPLOYEES**

- 1) FSMC shall provide and pay a staff of qualified management (and operational) employees assigned to duty on Juvenile Services premises for efficient operation of the Programs.
- 2) All food services staff will be considered a contractor and employees of FSMC. For all employees retained by FSMC, Juvenile Services shall provide in Exhibit A a list of each FSMC food service position and the minimum qualifications acceptable each position.
- 3) Williamson County Juvenile Services shall have final approval regarding the hiring of FSMC On-Site Food Service Manager (the "Food Service Director").
- 4) FSMC shall comply with all wage and hours of employment requirements of federal and state laws. FSMC shall be responsible for supervising and training personnel. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except for the Food Service Director.
- 5) FSMC shall provide Workers' Compensation coverage for its employees, as required by law.
- 6) FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of premises as established by Williamson County and which are furnished in writing to FSMC.
- 7) FSMC shall assign to duty on Williamson County Juvenile Services premises only employees acceptable to Juvenile Services
- 8) Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.
- 9) FSMC will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff to avoid disruption of service.
- 10) FSMC shall cause all of its employees assigned to duty on Juvenile Services premises to submit to health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations upon request.
- 11) All FSMC personnel assigned to the food service operation at the juvenile justice center shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- 12) Williamson County Juvenile Services will complete criminal history background checks for all FMSC employees that will be working at the Williamson County Juvenile Justice Center to ensure they do not have any disqualifying criminal history. Criminal history checks must be completed prior to the FMSC employee beginning work at the Juvenile Justice Center.
- 13) FSMC shall not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of FSMC discharged from or voluntarily leaving the service of FSMC with intent of and for the purpose of preventing such employee from

engaging in or securing similar or other employment from any other corporation, company, or individual.

- 14) Neither Juvenile Services nor FSMC shall during the Term of this Contract or for one (1) year thereafter solicit to hire, hire or contract with the other's employees who manage any of the Programs or any other employees or who are highly compensated employees. In the event of such breach of this clause, the breaching party shall pay, and the injured party shall accept as liquidated damages, an amount equal to twice the annual salary of the subject employee. Such liquidated damages may not be paid from the Program funds. This provision shall survive the termination of this Contract.

## **VI. HEALTH CERTIFICATIONS/FOOD SAFETY/SANITATION**

- 1) FSMC shall maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety inspection requirement of § 210.13(b).
- 2) FSMC shall maintain all State of Texas and local health certification for any facility in which it proposes to prepare meals and shall maintain and provide proof of this health certification for the duration of this Contract.
- 3) FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- 4) FSMC shall comply with all State of Texas and local and sanitation requirements applicable to the preparation of food.
- 5) Juvenile Services shall maintain applicable health certification and ensure that FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing or serving meals at the juvenile facility.
- 6) Juvenile Services shall provide sanitary toilet and hand washing facilities for the employees of FSMC.
- 7) FSMC shall be responsible for cleaning food service equipment, kitchen floors, hoods and grease filters.
- 8) Juvenile Services shall be responsible for the maintenance and expense of insect and pest control in all food service production and storage areas. FSMC will notify Juvenile Services of any problems in this area.
- 9) FSMC shall be responsible for removal of trash and garbage resulting from the food service program in compliance with Williamson County's schedule for waste disposal.
- 10) Williamson County Juvenile Services shall be responsible for all regular food service-related building maintenance, with the exception of normal clean up.
- 11) FSMC shall clean the kitchen and dining room areas.
- 12) Juvenile Services shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.
- 13) FSMC shall place garbage and trash in containers in designated areas as specified by Juvenile Services.

- 14) FSMC shall operate and care for all equipment and food service areas in a clean, safe and healthy condition in accordance with the standards acceptable to Juvenile Services and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- 15) Williamson County Juvenile Services shall routinely clean grease traps, ductwork, plenum chambers and roof fans.
- 15) Juvenile Services shall provide extermination services as needed.
- 16) Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of Juvenile Services.
- 17) FSMC shall adhere to the food safety program implemented by Juvenile Services for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by 42 U.S.C. § 1758(h)(5)(A).
- 18) FSMC agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by 42U.S.C. § 1758(h)(l).

**VII. SPECIFIC CRITERIA:**

- 1) Proposal should include a detailed escalation plan for conflict resolution. This plan should include the names, addresses, telephone numbers, and e-mail addresses for individuals included in the plan.
- 2) The Williamson County Health Department will perform regular inspections of food and food facilities as a part of this contract. In the event that the Williamson County Health Department determines that the FSMC has had either repeated violations, major violations that have not been timely corrected, or required corrections that have not been corrected within the allowed time period, the contract will be subject to termination by the County. The FSMC will be required to provide a copy of each health inspection report to the County's contract administrator, within seven (7) days of receipt of the report.
- 3) Your entire proposal, if accepted for contract purposes, will become a part of the overall contract.

**VIII. PROPOSALS:** County will pay FSMC on a per meal per youth/staff fed basis. Proposals must be quoted in the following manner (SPECIFY UNIT COST):

**JUVENILE SERVICES FOOD SERVICE:**

**1. Fixed Price Per Meal/Meal Equivalent:**

<b>Breakfast</b>	\$ _____
<b>Lunch</b>	\$ _____
<b>Snack</b>	\$ _____

**IX. Evaluation Criteria**

<b>Evaluation Criteria:</b>	<b>Maximum Score Points</b>
<b>REFERENCES</b>	<b>15</b>
<b>PRIOR EXPERIENCE PROVIDING FOOD SERVICE TO YOUTHFUL OFFENDERS IN A RESIDENTIAL SETTING</b>	<b>30</b>
<b>COMPLIANCE OF PROPOSAL SPECIFICATIONS</b>	<b>20</b>
<b>PRICE FOR MEALS/SNACKS</b>	<b>35</b>
<b>Total Evaluation Points</b>	<b>100</b>

**Exhibit A****On-Site Food Service Manager (# of Positions 1)**

Under the direct supervision of the Juvenile Services Director of Operations, the Food Service Manager is responsible for overseeing all phases of staff scheduling, meal preparation, kitchen sanitation, inventory, temperature control logs, daily recipe logs, food labels and all required standard forms and reports.

Responsible for maintaining the entire food service and delivery areas, all silverware, utensils, and equipment needed to prepare and serve meals in a clean and sanitary condition in compliance with all federal, State, and Local health code standards.

Responsible for maintaining cleanliness of kitchen area for weekly inspection of all food services areas, including dining and food preparation areas and equipment: sanitary, temperature- controlled storage areas of all foods; and daily checks of refrigeration, freezer and water temperatures by administrative, medical, or dietary personnel.

Responsible for scheduling and removal of all waste from food service areas to the appropriate outside receptacles.

Responsible for providing a copy of each health inspection report to the Facility's Contract Administrator, within seven (7) days of receipt of the report.

Responsible for scheduling or direct training and ongoing in-service training to cover such areas as safety, sanitation, and food handling to all FSMC food staff.

Responsible for compliance of all food service staff having a valid food handler's certificate from the Health Department and that all costs associated with obtaining such certificate be borne by FSMC.

Must be able to stand and walk for extended periods of time. Must be able to lift 50 pounds. Work is mostly in-doors in a smoke-free, air-conditioned secure kitchen area in a correctional facility environment. Regular contact with juvenile clients.

**Qualifications:**

Preferred: 10-year cook food service-related experience. Must possess any food handler certificates that may be required by local or state laws. Knowledgeable concerning management and training including selection and development of assigned personnel. Knowledge of ordering, commodity and inventory receipt and control of food items. Has considerable knowledge and experience in food production, portioning and nutrition in consistently meeting goals, maintaining logs and all necessary standards, policies and procedures. Knowledgeable concerning Serve Safe and food service standards regarding sanitation, quantity, and quality of food and service, safety and delivery of meals.

Must be at least 21 years of age. High school diploma or GED. Must possess and maintain valid Texas Driver's license. Must be able to pass extensive background check.

**Exhibit A (Continued)****On-Site Food Service Cook (# of Positions 3)**

Under the direct supervision of the On-Site Food Service Manager, the cook is responsible for daily meal preparation and serving at properly portioned and temperature-controlled regulations.

Responsible for cleaning, and sanitation of all dishware and utensils after each meal.

Responsible for insuring all meal reports and counts are prepared according to guidelines, standards, policies and all applicable local, state and federal standards. Correctly utilizes and sanitizes equipment and kitchen preparation and serving areas on a daily basis. Any other duties as assigned by On-Site Food Service Manager.

Must be able to stand and walk for extended periods of time. Must be able to lift 50 pounds.

Work is mostly in-doors in a smoke-free, air-conditioned secure kitchen area in a correctional facility environment. Regular contact with juvenile clients.

**Qualifications:**

Preferred: 3 years cook food service-related experience. Must possess any food handler certificates that may be required by local or state laws. Has considerable knowledge and experience in food production, portioning and nutrition in consistently meeting goals, maintaining logs and all necessary standards, policies and procedures. Knowledgeable concerning Serve Safe and food service standards regarding sanitation, quantity, and quality of food and service, safety and delivery of meals.

Must be at least 21 years of age. High school diploma or GED. Must possess and maintain valid Texas Driver's license. Must be able to pass extensive background check.

**Exhibit A (Continued)****On-Site Food Service Baker (# of Positions 1)**

Under the direct supervision of the On-Site Food Service Manager, the baker is responsible for daily baked cooked preparation and serving at properly portioned and temperature-controlled regulations.

Responsible for cleaning, and sanitation of all dishware and utensils after each preparation.

Responsible for insuring all baking reports and counts are prepared according to guidelines, standards, policies, and all applicable local, state and federal standards. Correctly utilizes and sanitizes equipment and kitchen preparation and serving areas on a daily basis. Any other duties as assigned by On-Site Food Service Manager.

Must be able to stand and walk for extended periods of time. Must be able to lift 50 pounds.

Work is mostly in-doors in a smoke-free, air-conditioned secure kitchen area in a correctional facility environment. Regular contact with juvenile clients.

**Qualifications:**

Preferred: 3 years cook/baker food service-related experience. Must possess any food handler certificates that may be required by local or state laws. Has considerable knowledge and experience in food production, portioning and nutrition in consistently meeting goals, maintaining logs and all necessary standards, policies and procedures. Knowledgeable concerning Serve Safe and food service standards regarding sanitation, quantity, and quality of food and service, safety and delivery of meals.

Must be at least 21 years of age. High school diploma or GED. Must possess and maintain valid Texas Driver's license. Must be able to pass extensive background check.

## 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."

<b>Name of Respondent:</b>	<input style="width: 100%;" type="text"/>
<b>Address of Respondent:</b>	<input style="width: 100%;" type="text"/>
<b>Email:</b>	<input style="width: 100%;" type="text"/>
<b>Telephone:</b>	<input style="width: 100%;" type="text"/>
<b>Printed Name of Person Submitting Affidavit:</b>	<input style="width: 100%;" type="text"/>
<b>Signature of Person Submitting Affidavit:</b>	<input style="width: 100%;" type="text"/>

### **Cooperative Purchasing Program**

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

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

---

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

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

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

Notary Public in and for

The State of

The County of

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.**

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor doing business with local governmental entity

### OFFICE USE ONLY

Date Received

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

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

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

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

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

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

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

Name of Officer

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

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

Yes  No

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

Yes  No

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

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

**7** Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

(3) has a family relationship with a local government officer of that local governmental entity. (a-1)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (2) the date that the vendor:

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

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

- (3) the date the vendor becomes aware:

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

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

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015

# Proposal References

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

## Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

## Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

## Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

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## Question and Answers for Bid #1903-307 - Food Service for Williamson County Juvenile Services

### Overall Bid Questions

There are no questions associated with this bid.

**Commissioners Court - Regular Session**

**13.**

**Meeting Date:** 04/02/2019

Tahoes for Williamson County Jail

**Submitted For:** Randy Barker

**Submitted By:** Erica Smith, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of three (3) Tahoes from Lake Country Chevrolet in the amount of \$98,157.00, pursuant to GoodBuy Contract #19 8F000, to support the operations of the Williamson County Jail.

**Background**

The purchase of these Tahoes will support the operations of the Williamson County Jail. This expenditure will be charged to 01.0100.0570.005700. Funding was approved in the FY2019 budget. Department contact is Assistant Chief Deputy Roy Fikac.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Quote

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Erica Smith  
Final Approval Date: 03/28/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

03/28/2019 09:15 AM  
03/28/2019 10:04 AM  
Started On: 03/26/2019 08:04 AM

## PRODUCT PRICING SUMMARY

GOODBUY 19 8F000

VENDOR--LAKE COUNTRY CHEVROLET, 2152 N. WHEELER, JASPER, TX 75951

End User: WILLIAMSON COUNTY

Prepared by: 20-Feb

Contact: ROY FIKAC

Phone: GLEN ANGELLE

Email: [RFIKAC@WILCO.ORG](mailto:RFIKAC@WILCO.ORG) / 512.943.1300

Email: [gangelle.cowboyfleet@gmail.com](mailto:gangelle.cowboyfleet@gmail.com)

Product Description: CHEVY TAHOE PPV

Date: March 26, 2019

A. Bid Item: ALT 6 A. Base Price: **\$ 31,992.00**

**B. Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
	2019 TAHOE PPV 2WD	\$ -		EXTERIOR- BLACK	\$ -
	5.3L V8 W/AUTOMATIC	\$ -		INTERIOR - BLACK	\$ -
	POWER WINDOWS / LOCKS	\$ -	9U3	FRONT 20 / 0 / 20 SEATS	\$ -
	REAR VIEW CAMERA	\$ -	5T5	VINYL 2ND ROW	\$ -
	ASSIST STEPS	\$ -			
	KEYLESS ENTRY	\$ -			
6C7	FRONT AUX DOME LIGHT	\$ 170.00			
7X6	LEFT HAND SPOT LIGHT	\$ 490.00			

Total of B. Published Options: **\$ 660.00**

Published Option Discount (5%) **\$ (33.00)**

C. Additional Options [not to exceed 25%] \$= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: **\$ -**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): **\$ -**

E. Lot Insurance (for in-stock and/or equipped vehicles): **\$ -**

F. Contract Price Adjustment: \_\_\_\_\_ **\$ -**

G. Additional Delivery Charge: 0 **\$ -**

H. Subtotal: **\$ 32,619.00**

I. Quantity Ordered 3 x K = **\$ 97,857.00**

J. Trade in: \_\_\_\_\_ **\$ -**

K. CONTRACT FEE **\$ 300.00**

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE **\$ 98,157.00**

**Commissioners Court - Regular Session**

14.

**Meeting Date:** 04/02/2019

Award of BMW Motorcycles IFB # 1901-290

**Submitted For:** Randy Barker

**Submitted By:** Erica Smith, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB #1901-297 for BMW Motorcycles to the lowest responsive bidder, Woods Fun Center, DBA BMW Motorcycles of Austin.

**Background**

This invitation for bid is for a one time purchase of two (2) 2019 BMW R 1250 RT-P Motorcycles. Thirty-two (32) suppliers viewed the solicitation, two (2) submitted. Woods Fun Center was the only responsive bid in the amount of \$56,250.60. Currently there are limited authorized BMW Motorcycle dealers as requirements are extremely high. This expenditure will be charged to 01.0100.0560.005700. Funding was approved in the FY2019 budget. Department contact is Commander Tony Carter.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Bid Tabulation](#)

[Recommendation Letter](#)

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Erica Smith  
Final Approval Date: 03/28/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

03/28/2019 09:19 AM  
03/28/2019 10:34 AM  
Started On: 03/26/2019 09:30 AM

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

Creation Date **Jan 30, 2019**



End Date **Mar 14, 2019 2:00:00 PM CDT**

Start Date **Feb 12, 2019 2:48:36 PM CST**

Awarded Date **Not Yet Awarded**

1901-290--01-01 Please Include Price for Two 2019 BMW R 1250 RT-P Motorcycles					
Supplier	Unit Price	Qty/Unit	Total Price	Attach.	Docs
Begus online llc	First Offer - \$34,242.00	1 / each	\$34,242.00		Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> 2019 BMW R 1250 RT-P Motorcycles			
Woods Fun Center	First Offer - \$56,250.60	1 / each	\$56,250.60		Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 1901-290-01-01 <b>Supplier Notes:</b> This is for 2 units			

### Supplier Totals

f Begus online llc			\$34,242.00		
Bid Contact <b>Begus Online</b> <b>begusonline@gmail.com</b> <b>Ph 888-462-6210</b>	Address <b>2875 Northeast 191st Street</b> <b>500</b> <b>Aventura, FL 33180</b>				
<b>Agency Notes:</b>	<b>Supplier Notes:</b>			<b>Head Attch:</b> 	
f Woods Fun Center			\$56,250.60		
Bid Contact <b>Melissa Sendejo</b> <b>msendejo@woodsfuncenter.com</b> <b>Ph 512-459-3311</b>	Address <b>AUSTIN, TX 78753</b>				
<b>Agency Notes:</b>	<b>Supplier Notes:</b>			<b>Head Attch:</b> 	

\*\* All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.



## Robert Chody

**WILLIAMSON COUNTY SHERIFF**  
508 South Rock Street  
Georgetown, Texas 78626  
Phone (512) 943-1300 \* Fax (512) 943-1393

**Tim Ryle**  
Chief Deputy

**Roy Fikac**  
Asst Chief Deputy - Law Enforcement

**Randolph Doyer**  
Asst Chief Deputy - Corrections

To: Mrs. Erica Smith-Purchasing  
From: Sheriff Robert Chody, Williamson County Sheriff's Office  
Subject: Williamson County Sheriff's Office BMW Motorcycles  
IFB #1901-290  
Re: Bid Evaluation

In response to Solicitation #1901-290, the Purchasing Department received a one responsive bid from a company desiring to provide two BMW motorcycles for the Williamson County Sheriff's Office.

The Williamson County Sheriff's Office staff, with Purchasing Department overview, reviewed the Bid Tabulation.

After reviewing the Bid Tabulation and considering the pricing offer of \$56,250.60, Woods Fun Center is the best overall selection for two BMW Motorcycles for the Williamson County Sheriff's Office.

The Williamson County Sheriff's Office recommends that Woods Fun Center be awarded the motorcycle contract for the Williamson County Sheriff's Office – Solicitation #1901-290.

Thank you,

Robert Chody, Sheriff  
Williamson County Sheriff's Office

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

Creation Date **Jan 30, 2019**



End Date **Mar 14, 2019 2:00:00 PM CDT**

Start Date **Feb 12, 2019 2:48:36 PM CST**

Awarded Date **Not Yet Awarded**

1901-290-01-01 Please Include Price for Two 2019 BMW R 1250 RT-P Motorcycles					
Supplier	Unit Price	Qty/Unit	Total Price	Attach.	Docs
Begus online llc	First Offer - \$34,242.00	1 / each	\$34,242.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: 2019 BMW R 1250 RT-P Motorcycles			
Woods Fun Center	First Offer - \$56,250.60	1 / each	\$56,250.60		Y
Product Code: Agency Notes:		Supplier Product Code: 1901-290-01-01 Supplier Notes: This is for 2 units			

#### Supplier Totals

f Begus online llc	\$34,242.00
Bid Contact <b>Begus Online</b> <b>begusonline@gmail.com</b> Ph 888-462-6210	Address <b>2875 Northeast 191st Street</b> <b>500</b> <b>Aventura, FL 33180</b>
Agency Notes:	Supplier Notes: <span style="float: right;">Head Attach: </span>
f Woods Fun Center	\$56,250.60
Bid Contact <b>Melissa Sendejo</b> <b>msendejo@woodsfuncenter.com</b> Ph 512-459-3311	Address <b>AUSTIN, TX 78753</b>
Agency Notes:	Supplier Notes: <span style="float: right;">Head Attach: </span>

\*\* All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

**Commissioners Court - Regular Session**

**15.**

**Meeting Date:** 04/02/2019

Discuss, consider, and take appropriate action to receive and approve MOU agreements between ESD #7 and #10 and Williamson 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 #7, #10, 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 #7 and ESD #10 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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Wilco FM Office - ESD 7 MOU

Wilco FM Office - ESD 10 MOU

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Chris Connealy  
Final Approval Date: 03/26/2019

**Reviewed By**

Andrea Schiele

**Date**

03/26/2019 08:41 AM  
Started On: 03/25/2019 03:31 PM

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

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**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)**

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**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<sup>1</sup>.

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.<sup>2</sup> 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<sup>3</sup> 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.<sup>4</sup>

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<sup>1</sup> 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.

<sup>2</sup> The ESDs may adopt separate fee schedules for plan reviews, inspections of fire protection systems and final inspections under their respective fire codes.

<sup>3</sup> 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.

<sup>4</sup> The Parties understand that it may be prudent and necessary to obtain input from the relevant criminal prosecutor in regard to criminal investigation(s).

**PART 8 – TCOLE COMMISSIONS:** The Wilco Fire Marshal will reasonably facilitate and assist requesting Parties to carry the commission for the purpose of Wilco Fire Marshal fire investigations. If the Wilco Fire Marshal carries such a commission, the Parties understand that it is narrowly-tailored to investigations with no secondary duties. Individuals commissioned through the Wilco Fire Marshal with regard to their investigative duties are subject to the rules and policies of the Wilco Fire Marshal's Office.<sup>5</sup> 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)*

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<sup>5</sup> 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. 7 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 Florence, TEXAS has also duly executed this Memorandum of Understanding.

**FOR WILLIAMSON COUNTY  
FIRE MARSHAL:**

BY: James M. Neri  
FIRE MARSHAL  
REPRESENTATIVE

Date: 03/25/2019, 2019

**FOR WILLIAMSON COUNTY  
ESD NO. 7:**

BY: John F. ...  
AUTHORIZED

Date: January 17, 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 Florence**

BY: Mary Gordon  
MAYOR OR AUTHORIZED  
REPRESENTATIVE

Date: February 5, 2019

STATE OF TEXAS                    §  
COUNTY OF WILLIAMSON        §

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**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)**

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**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.

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 keep the Wilco Fire Marshal informed<sup>1</sup>.

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.<sup>2</sup> 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<sup>3</sup> 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.<sup>4</sup>

**PART 8 – TCOLE COMMISSIONS:** The Wilco Fire Marshal will reasonably facilitate and assist requesting Parties to carry the commission for the purpose of Wilco Fire Marshal fire investigations. If the Wilco Fire Marshal carries such a commission, the Parties understand that it is narrowly-tailored to investigations with no secondary duties. Individuals commissioned through the Wilco Fire Marshal with regard to their investigative duties are subject to the rules

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<sup>1</sup> 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.

<sup>2</sup> The ESDs may adopt separate fee schedules for plan reviews, inspections of fire protection systems and final inspections under their respective fire codes.

<sup>3</sup> 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.

<sup>4</sup> The Parties understand that it may be prudent and necessary to obtain input from the relevant criminal prosecutor in regard to criminal investigation(s).

and policies of the Wilco Fire Marshal's Office.<sup>5</sup> 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)*

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<sup>5</sup> 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. 10 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 FOR WILLIAMSON COUNTY  
FIRE MARSHAL: ESD NO. 10:**

BY: James M. Shiri  
FIRE MARSHAL

BY: [Signature]  
PRESIDENT

Date: 03/28, 2019

Date: 3/12, 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\_\_\_\_

**Commissioners Court - Regular Session**

**16.**

**Meeting Date:** 04/02/2019

Kleinfelder Inc WA2 Sup1 On Call Engr and Testing

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between Kleinfelder, Inc. and Williamson County dated February 23, 2017 for On Call Geotechnical Engineering and Material Testing.

**Background**

This supplemental is to increase the maximum amount payable to \$70,000.00.

**Fiscal Impact**

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

**Attachments**

Kleinfelder Inc WA2 Sup1 On Call Engr and Testing

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/28/2019

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

03/27/2019 04:39 PM

03/28/2019 08:20 AM

Started On: 03/25/2019 12:43 PM

**SUPPLEMENTAL WORK AUTHORIZATION NO.   1**  
**TO**  
**WORK AUTHORIZATION NO.   2**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**

**On Call Geotechnical Engineering and Material Testing (1602-057-1A)**

This Supplemental Work Authorization No.   1   to Work Authorization No.   2   is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **February 23, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Kleinfelder, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   2   dated effective **August 28, 2018** (the "Work Authorization");

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

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

**AGREEMENT**

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

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$20,000.00** to **\$70,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

**FIRM:**

By: \_\_\_\_\_

Signature

DAVID BOES

Printed Name

VP / AREA MANAGER

Title

3-25-19

Date

**COUNTY:**

By: \_\_\_\_\_

Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

Date

## Attachment C - Work Schedule

Kleinfelder, Inc. shall provide a work schedule for the assigned tasks.

**Commissioners Court - Regular Session**

17.

**Meeting Date:** 04/02/2019

Doucet WA1 Sup3 Smith Branch Fld Ctrl & Drainage - Juvenile Justice Ctr

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between Doucet & Associates, Inc. and Williamson County dated February 27, 2018 for Smith Branch Flood Control and Drainage Engineering Services - Williamson County Juvenile Justice Center.

**Background**

This supplemental is to increase the maximum amount payable to \$161,250.00.

**Fiscal Impact**

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

**Attachments**

Doucet WA1 Sup3 Smith Branch Fld Ctrl & Drainage - Juvenile Justice Ctr

**Form Review**

**Inbox**

Hal Hawes  
County Judge Exec Asst.  
Form Started By: Vicky Edwards  
Final Approval Date: 03/28/2019

**Reviewed By**

Hal Hawes  
Andrea Schiele

**Date**

03/27/2019 04:39 PM  
03/28/2019 08:22 AM  
Started On: 03/25/2019 03:26 PM

**SUPPLEMENTAL WORK AUTHORIZATION NO. 3  
TO  
WORK AUTHORIZATION NO. 1**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**

Smith Branch Flood Control and Drainage Engineering Services – Williamson County Juvenile Justice Center

This Supplemental Work Authorization No. 3 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **February 27, 2018** (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Doucet & Associates, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No.1 dated effective **February 27, 2018** (the “Work Authorization”);

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

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

**AGREEMENT**

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

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$136,250.00** to **\$161,250.00**. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).

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

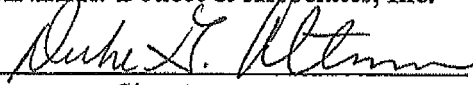
Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

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

**ENGINEER: Doucet & Associates, Inc.**

**COUNTY: Williamson County**

By:   
Signature

By: \_\_\_\_\_  
Signature

Duke G. Altman  
Printed Name

Bill Gravel, Jr.  
Printed Name

Principal  
Title

Williamson County Judge  
Title

3/26/2019  
Date

\_\_\_\_\_  
Date

**Attachment C - Work Schedule**



7401B Hwy 71 West, Suite 160  
Austin, TX 78735  
Office: 512.583-2600  
Fax: 512.583-2601  
Doucetengineers.com

March 21, 2019

Mr. Terron Evertson, P.E.  
County Engineer  
Williamson County  
3151 S.E. Inner Loop  
Georgetown, Texas 78626

RE: ~~WORK AUTHORIZATION NO. 4~~ <sup>SUPPLEMENTAL WA No. 3</sup> – Williamson County Detention Policy & Planning Guidance – Proposal No. P215-012

Dear Mr. Evertson,

Doucet & Associates, Inc. (Doucet) is pleased to submit this proposal for the above-referenced Williamson County (County) project work authorization for your review and approval. This proposal and scope of work are based on our understanding of the County's desire for overall stormwater detention policy and planning guidance as discussed in our meeting with County staff on March 19, 2019. Our Team will be led by myself, Colin Slagle, P.E. CFM (Doucet), and Eric Scheibe, P.E., CFM (Scheibe Consulting, LLC) and may include additional staff participation from each of our respective firms. Our Team is actively engaged in state-wide discussions regarding watershed-scale stormwater planning, development planning and regulations, and more specifically, detention philosophy and applicability, and we are excited to assist the County on these topics. Due to the relatively short project timeframe (anticipated 3-4 weeks from contract execution to project completion), it should be noted that the deliverables associated with this project should be considered preliminary planning products and will not comprise a comprehensive or final long-term plan ready for implementation by the County. However, the goal of this task is to provide meaningful direction and a framework for future modifications to detention regulations and policy.

#### GENERAL PROJECT DESCRIPTION

It is our understanding that the County wishes to clarify and improve their current subdivision regulations pertaining to stormwater detention requirements – especially regarding the methodology used to determine applicability of on-site stormwater detention controls in developing areas. The County is also overwhelmed with the wide range of methods used and overall quality of engineering calculations and modeling submitted by the development community, and wishes to streamline development review to best utilize County staff and resources and reduce review timelines for the development community. Our Team understands that any recommendations to revise Subdivision Regulations or establish detention applicability determination methods must:

- First and foremost, seek to maintain or improve public health & safety by the protection of lives and property;
- Be based on reasonable and dependable data, models, and theory;
- Align with other Williamson County goals, policies, and practices;
- Use clear, concise language and methods, implementable by County staff as well as the engineering and development communities;
- Be consistent with standard engineering practices;
- Be appropriate for environmental and geographical conditions within the County (i.e., climatologic, topographic, development potential, etc.); and,
- Consider both existing and fully-developed or potential future watershed conditions (short- and long-term).

COMMITMENT YOU EXPECT.  
EXPERIENCE YOU NEED.  
PEOPLE YOU TRUST.



## SCOPE OF SERVICES

In support of the County goals identified in the previous section, our Team will perform the following tasks:

- 1) Review of Other Stormwater Detention Regulations – Our Team will develop a summary of stormwater detention policies, plans, practices, and strategies in counties and communities across Texas with similar growth patterns and conditions. Communities will include, but are not limited to, Hays, Harris, Travis, Bastrop, and Denton Counties. We will evaluate each community policy's alignment with the County's overall goals, ability to be adapted to these goals, overall challenges and successes, and applicability to conditions within Williamson County.
- 2) Recommendations for Stormwater Detention Applicability Determination – Our Team will develop a preliminary outline or framework for suggested detention requirement determination strategies for consideration by the County. This may include new strategies developed by our Team, strategies successfully implemented by other communities identified in Task 1, or a combination thereof. This task will not include a comprehensive plan ready for implementation by the County, which would require significant time and resources not included in this scope of services, but will provide general guidance and direction for next steps to achieve the County's goals.
- 3) Subdivision Regulation Revisions – Our Team will provide suggested revisions and/or additions to the Drainage and Flood Control Section of the Subdivision Regulations pertaining to detention applicability for consideration by the County. As discussed in the previous section, suggested revisions will aim to achieve the goals for clarity, simplicity, and effectiveness.
- 4) Application Submittal Checklist – Our Team will develop a preliminary Submittal Checklist to accompany plat application submittals to the County in order to streamline development review. The checklist will attempt to improve completeness and quality of engineering calculations and models supporting development applications by identifying methods preferred by the County. The checklist will help to standardize engineering methods (without dictating them) and facilitate the evaluation of detention waiver requests.
- 5) Subdivision Committee Presentation – Our Team will develop a MS Powerpoint presentation for the County Subdivision Committee highlighting the findings and recommendations developed as part of Tasks 1 through 4. During the presentation, we will solicit feedback from the committee and address issues and concerns to the greatest extent possible. Due to the sensitive and preliminary nature of this project, presentation materials and general content will not be made available to the public and access to the presentation will be limited to County staff and committee members.
- 6) Technical Memorandum – Our Team will prepare a technical memorandum summarizing the findings, recommendations, and Committee feedback developed as part of Tasks 1 through 5. A draft technical memorandum will be provided for County review and comments prior to finalizing the document.



**ASSUMPTIONS**

1. Reimbursables - Printing, reproduction, and other non-labor charges that are directly related to this project will be billed at cost. In-house printing charges will be based on competitive rates of local reproduction companies.
2. Services excluded from this proposal are, but not limited to: comprehensive detention applicability determination, civil design, permitting, surveying, bid/award assistance, construction phase services. Should any of these services be desired or required, an additional scope, fee, and schedule proposal will be necessary.
3. All permit, license, inspection, testing fees, etc., shall be the responsibility of the Owner or Client and are not included in this agreement.
4. Should the Owner request changes to the above defined SCOPE OF SERVICES after an agreement is developed or if additional services are requested, the additional work shall be billed on a time and materials basis or other arrangement agreeable to both parties. An estimate of additional costs will be provided and approved prior to proceeding with the additional project work.
5. The professional services fees associated with this proposal do not include fees payable to the County, TCEQ, USACE, FEMA, or other review or permitting authorities.
6. Once our deliverables are reviewed and all comments addressed, further modifications to the document will be considered additional services if they are significant.

**COMPENSATION**

Client will pay Doucet for the Services in accordance with our approved 2019 rate schedules included in our Contract. If additional services are required, these services will be invoiced at the rates that have been approved at that time. The estimated cost of the services and basis of payment are as follows:

<u>Description</u>	<u>Basis of Payment</u>	<u>Estimated Fee</u>
Detention Policy & Planning Guidance	Rate Schedule/Subs	\$ 31,000.00
Reimbursables (estimate)	At Cost (no markup)	\$ 400.00
	<b>Total Cost:</b>	<b>\$ 31,400.00</b>

**SCHEDULE**

Upon receiving authorization to proceed from the County, the Doucet team anticipates that this Project can be completed within three to four weeks; however, the Subdivision Committee Presentation (Task 4) may be required in as soon as three weeks from contract execution.



## APPROVAL

Thank you for considering this new work authorization as we look forward to working with Williamson County on this challenging project. Should this proposal be acceptable, please let us know how we can help to incorporate it into our County contract. If you have any questions, please do not hesitate to call me at (512) 217-3173 (my cell phone) or (512) 583-2604 (my office phone). You can also contact me by email at: [daltman@doucetengineers.com](mailto:daltman@doucetengineers.com).

Sincerely,

Duke G. Altman, P.E.  
Principal

TBPE# 3937  
State of Texas Surveying Firm Certification #10105800

cc: David Zwernemann – Williamson County Engineer's Office  
Colin Slagle – Doucet & Associates, Inc.  
Eric Scheibe – Scheibe Consulting

**Commissioners Court - Regular Session**

**18.**

**Meeting Date:** 04/02/2019

Steinbomer Contract Amendment No 1 Sm Proj AE Svcs

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Architectural and Engineering Services between Steinbomer & Associates, Architects, Inc. and Williamson County dated January 30, 2019 for Small Project Architectural Services.

**Background**

This Contract Amendment No 1 will allow for the addition of subcontractor's fee schedules.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Steinbomer Contract Amendment No 1 Sm Proj AE Svcs

**Form Review**

**Inbox**

Hal Hawes  
County Judge Exec Asst.  
Form Started By: Vicky Edwards  
Final Approval Date: 03/28/2019

**Reviewed By**

Hal Hawes  
Andrea Schiele

**Date**

03/27/2019 04:39 PM  
03/28/2019 08:24 AM  
Started On: 03/26/2019 08:45 AM

**CONTRACT AMENDMENT NO.   1**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ARCHITECTURAL AND ENGINEERING SERVICES**

This Contract Amendment No.   1   to Williamson County Contract for Architectural and Engineering Services (“Amendment No.   1  ”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Steinbomer & Associates, Architects, Inc.** (the “AE”).

**RECITALS**

**WHEREAS**, the County and the AE previously executed that certain Contract for Architectural and Engineering Services (the “Contract”), being dated effective **January 30, 2019**, wherein AE agreed to perform certain professional architectural and engineering services in connection with the **Secure Architectural and Engineering Services for Small Project Architectural Services** (“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 AE 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 AE 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 AE have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

AE:

COUNTY:

Steinbomer & Associates, Architects, Inc.

Williamson County, Texas

By: Jed E. Duhan

By: \_\_\_\_\_

Printed Name: JED E. DUHAN

Printed Name: Bill Gravell, Jr.

Title: PRINCIPAL

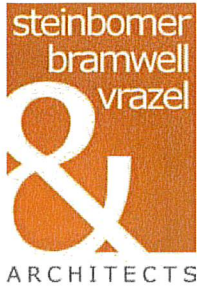
Title: Williamson County Judge

Date: MARCH 25, 2019

Date: \_\_\_\_\_, 2019

## **Attachment 1**

Please see next pages.



## GENERAL TERMS AND CONDITIONS

Year 2019 Hourly Billing Rates for Architectural Services:

Principal	\$180
Senior Architect	\$160
Architect	\$130
Senior Project Manager	\$125
Project Manager	\$120
Associate Designer IV	\$110
Associate Designer III	\$100
Associate Designer II	\$ 90
Associate Designer I	\$ 80
Student Intern	\$ 55
Clerical	\$ 55

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include photography, printing and reproductions, delivery services and subconsultants necessary for your project. These expenses will be billed at cost.

The drawings we create are the instruments of conveyance of services performed, and are not subject to state sales tax. All drawings created by our firm remain the property of this firm and may not be used by any other person or companies for any other construction or research purposes.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, (512) 305-9000.

**Wilson & Girgenti**

<u>Classification of Employee</u>	<u>Hourly Rate</u>
Principal .....	\$ 240.00
Senior Engineer/Project Manager .....	\$ 180.00
Engineer/Sr. Designer .....	\$ 140.00
Designer .....	\$ 125.00
Draftsman .....	\$ 110.00
Administrative .....	\$ 75.00

**V. REIMBURSABLE EXPENSES:**

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include, but are not limited to, long distance communications, mileage, printing and reproductions, delivery services, and subconsultants necessary for your project. These expenses will be billed at cost.



March 21, 2019

Mr. Bob Lubecker  
Facilities Project Manager  
Williamson County  
3101 SE Inner Loop  
Georgetown, Texas 78626

RE: Williamson County Justice Center Renovations Feasibility Study Scope and Cost Proposal – Hourly Rates

Dear Mr. Lubecker:

Below are the hourly rates for Emporium Estimates and DataCom Design Group:

Emporium Estimates: \$25/hour

DataCom Design Group:

Principal	198.00
Associate Principal	186.00
Senior Project Manager	179.00
Senior Technology Consultant	160.00
Technology Consultant	138.00
Contract Administration	98.00
Technology Support (CAD/BIM)	67.00
Administrative / Accounting	58.00

**Commissioners Court - Regular Session**

**19.**

**Meeting Date:** 04/02/2019

Jail Master Plan, P432, Talex WA #1

**Submitted For:** Robert Daigh

**Submitted By:** Gina Wrehsnig, Building Maintenance

**Department:** Infrastructure

**Division:** Building Maintenance

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization #1 in the amount of \$125,000.00 to expire on 12/31/2019 under Williamson County Contract for Architectural and Engineering Services between Talex Inc, Engineers and Williamson County dated 1/30/2019 for Jail Facility Master Plan.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Talex WA1-Jail Master Plan](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Gina Wrehsnig  
Final Approval Date: 03/28/2019

**Reviewed By**

Andrea Schiele

**Date**

03/28/2019 08:47 AM  
Started On: 03/28/2019 07:08 AM

**WORK AUTHORIZATION NO. 1**

**PROJECT: Williamson County Jail Facility Master Plan**

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 Talex Inc, Engineers (the "A/E").

Part 1. 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 \$125,000.00.

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:

Talex Inc, Engineers

By: TR ALEXANDER  
Signature

Thomas R. Alexander  
Printed Name

President, Talex, Inc.  
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**

March 25, 2019

Mr. Tom Stanfield  
Williamson County  
3101 SE Inner Loop  
Georgetown, TX 78626

Re: Williamson County Jail Facility Master Plan

Dear Mr. Stanfield:

At your request, Talex Engineers proposes to provide engineering and architectural services to produce a master plan for the existing Sheriff's Offices and Jail Facility as discussed in our March 19, 2019 meeting with Facilities, Sheriff Chody and staff. The scope of work will be a broad review of the entire facility working closely with the Sheriff's Department staff in order to determine the best use of the existing spaces along with relative cost impact, pros and cons and alternative approaches.

**Fee:** Due to the very broad scope of the master plan, it is difficult to estimate the exact fee for the services. It is presently estimated that the fee for the master plan services will not exceed \$245,000.

Please let me know if this proposal is acceptable to you. We look forward to working with you on this project.

Sincerely yours,

*Tom ALEXANDER*

Thomas R. Alexander, P.E.

Attachment: Transcription of my meeting notes

### **Attachment C – Work Schedule**

Work shall begin immediately upon receipt of agreement between County and Talex Inc, Engineers on the work schedule and authorization to proceed on assigned services. Talex Inc, Engineers will provide a work schedule for the assigned tasks.

**Attachment D - Fee Schedule**

## Attachment D – Rate Schedule

### **Talex Engineers:**

Principal	\$200.00 per hour
Senior Engineer/Proj. Mgr.	\$160.00 per hour
Staff Engineer/Sr. Designer	\$130.00 per hour
Designer/Drafter	\$100.00 per hour
Executive Asst.	\$ 80.00 per hour

### **CP&Y Architects:**

Managing Architect:	\$180.00 per hour
Architect:	\$170.00 per hour
Architect Intern:	\$150.00 per hour
Sr. Technician:	\$110.00 per hour
CAD Technician:	\$100.00 per hour
Executive Asst.	\$ 80.00 per hour

### **KE360 Structural Consultants:**

Principal	\$220.00 per hour
Staff Engineer/Proj. Mgr.	\$160.00 per hour
Designer/EIT	\$150.00 per hour
CAD Technician	\$105.00 per hour
Clerical	\$ 60.00 per hour

**Commissioners Court - Regular Session**

**20.**

**Meeting Date:** 04/02/2019

Discuss consider and take appropriate action on approval of the final plat for the Settlement Point 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 Settlement Point subdivision – Precinct 3.

**Background**

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

**Timeline**

- 2018-10-11 – initial submittal of final plat
- 2018-12-05 – 1st review complete with comments
- 2019-02-05 – 2nd submittal of final plat
- 2019-02-27 – 2nd review complete with comments
- 2019-03-13 – 3rd submittal of final plat
- 2019-03-25 – 3rd review complete and all comments clear
- 2019-03-28 – final plat placed on April 2nd, 2019 Court agenda for consideration

**Fiscal Impact**

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

**Attachments**

[final plat - Settlement Point](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Form Started By: Adam Boatright  
 Final Approval Date: 03/28/2019

**Reviewed By**

Andrea Schiele

**Date**

03/28/2019 11:58 AM  
 Started On: 03/28/2019 10:55 AM

CALLED 3.558 ACRE TRACT  
OWNER: FLORENCE RAW LAND, LLC  
DOC. NO. 2015086884, O.P.R.W.C.T.

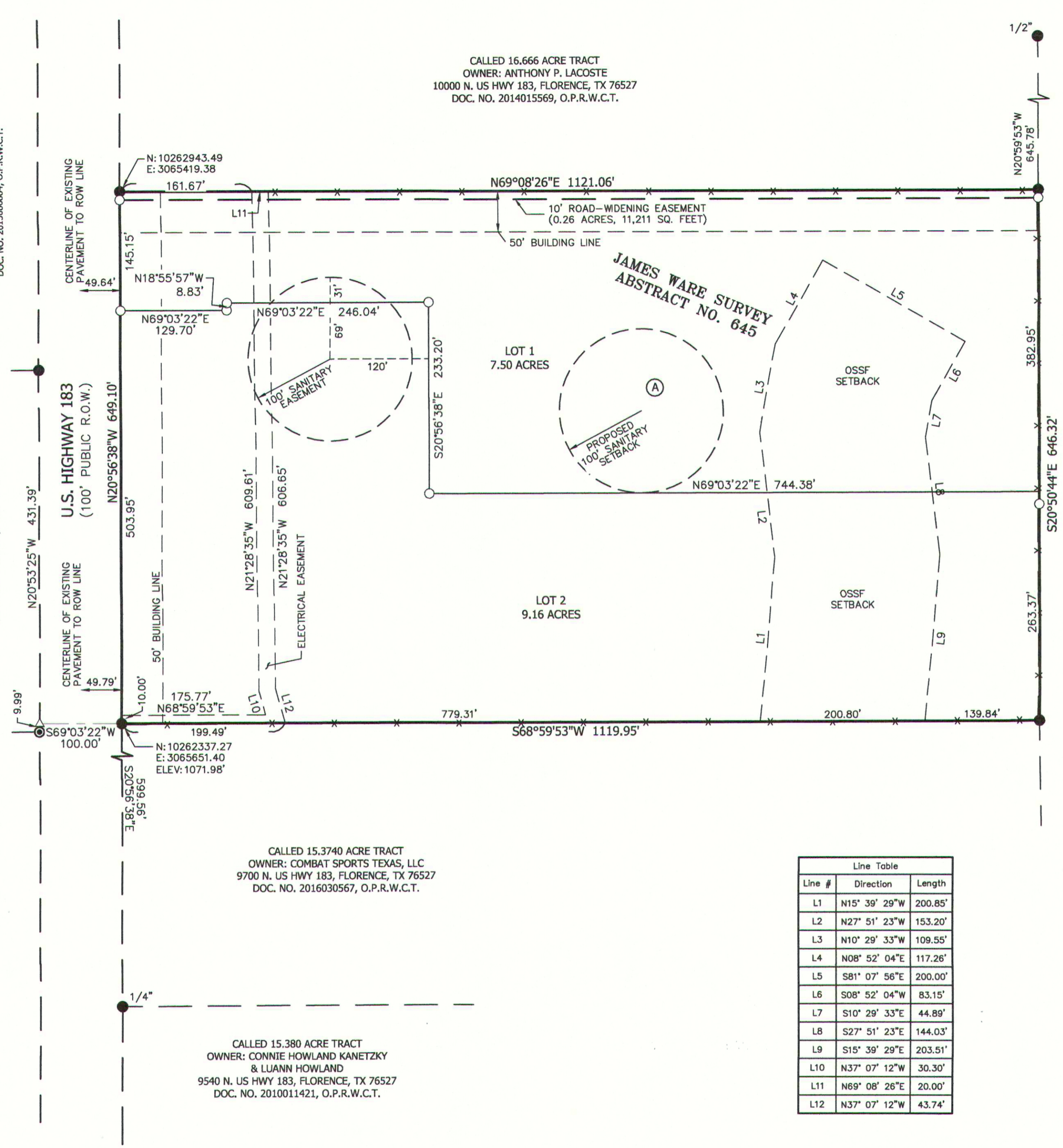
CALLED 2 ACRE TRACT  
OWNER: NORTH CORNER 236 LP  
DOC. NO. 2015086884, O.P.R.W.C.T.

U.S. HIGHWAY 183  
(100' PUBLIC R.O.W.)

CALLED 16.666 ACRE TRACT  
OWNER: ANTHONY P. LACOSTE  
10000 N. US HWY 183, FLORENCE, TX 76527  
DOC. NO. 2014015569, O.P.R.W.C.T.

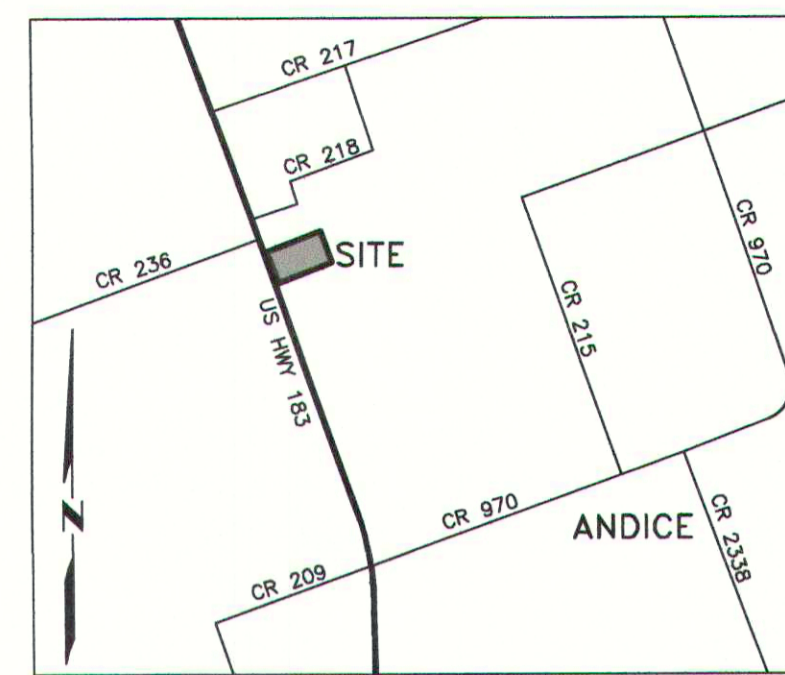
CALLED 15.3740 ACRE TRACT  
OWNER: COMBAT SPORTS TEXAS, LLC  
9700 N. US HWY 183, FLORENCE, TX 76527  
DOC. NO. 2016030567, O.P.R.W.C.T.

CALLED 15.380 ACRE TRACT  
OWNER: CONNIE HOWLAND KANETZKY  
& LUANN HOWLAND  
9540 N. US HWY 183, FLORENCE, TX 76527  
DOC. NO. 2010011421, O.P.R.W.C.T.

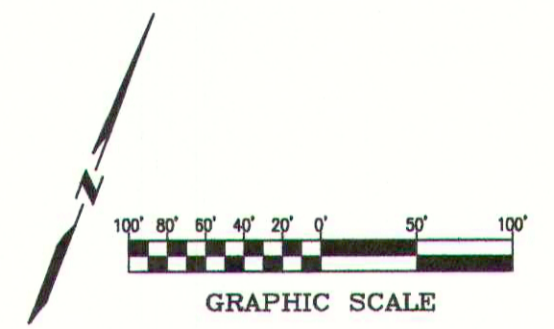


Line #	Direction	Length
L1	N15° 39' 29"W	200.85'
L2	N27° 51' 23"W	153.20'
L3	N10° 29' 33"W	109.55'
L4	N08° 52' 04"E	117.26'
L5	S81° 07' 56"E	200.00'
L6	S08° 52' 04"W	83.15'
L7	S10° 29' 33"E	44.89'
L8	S27° 51' 23"E	144.03'
L9	S15° 39' 29"E	203.51'
L10	N37° 07' 12"W	30.30'
L11	N69° 08' 26"E	20.00'
L12	N37° 07' 12"W	43.74'

CALLED 126.41 ACRE TRACT  
OWNER: RUTH H. DAVIS  
881 CR 218, FLORENCE, TX 76527  
DOC. NO. 2006056132, O.P.R.W.C.T.



VICINITY MAP (NOT TO SCALE)



- LEGEND**
- 3/8-INCH REBAR FOUND (OR AS NOTED)
  - 1/2-INCH REBAR SET WITH CAP STAMPED "LANDESIGN"
  - ⊙ 1/2-INCH REBAR FOUND WITH ILLEGIBLE CAP
  - △ CALCULATED POINT (NOT SET OR FOUND)
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

OWNER/DEVELOPER: FLAWLESS LEASING, LLC  
9870 N. HIGHWAY 183, SUITE 150  
FLORENCE, TEXAS, 76527  
512-993-8083  
C.SPINKS@FLAWLESSGROUPLLC.COM

SURVEYOR: LANDESIGN SERVICES, INC.  
1220 McNEIL ROAD | SUITE 200  
ROUND ROCK, TEXAS 78681  
T.TABOR@LNDSGN.COM

SUBMITTAL DATE: OCTOBER 11, 2018

**LANDESIGN SERVICES, INC.**

1220 McNEIL ROAD, SUITE 200  
ROUND ROCK, TX 78681  
TBP.LS FIRM NO. 10001800  
512-238-7901

**SETTLEMENT POINT  
SUBDIVISION  
FINAL PLAT**

DATE	REVISIONS
01/15/19	ADJUST LOT 1 - WELL COMMENT
01/25/19	ADDED ELEC. EASEMENT

PROJECT NAME: 9870 N HWY 183	SCALE: 1"=100'
JOB NUMBER: 18-033	DRAWING FILE PATH: L:\18033-9870 N HWY 183\CAD\DWGS\9870 N HWY 1836.DWG
DATE: 10/01/2018	RPLS: TST TECH: CDS   PARTYCHIEF: JE
CHECKED BY: TST	FIELDBOOK: 299/52

DRAWING NAME:  
9870 N HWY 183

DRAWING PATH: L:\18033 - 9870 N HWY 183\CAD\DWGS\9870 N HWY 1836.DWG SHEET PLOT SIZE: ARCH FULL BLEED C (24.00 X 18.00 INCHES) LAST SAVED: 3/12/2019 2:23 PM PLOT DATE: 3/26/2019 10:02 AM

THE STATE OF TEXAS {}  
 THE COUNTY OF WILLIAMSON {}

KNOW ALL MEN BY THE PRESENTS:

THAT, FLAWLESS LEASING, LLC A TEXAS LIMITED LIABILITY COMPANY, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2016009201 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:

**SETTLEMENT POINT SUBDIVISION**

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 26<sup>th</sup> DAY OF March, 2019 A.D.

*Michael Mentzer*  
 Michael Mentzer, COO  
 FLAWLESS LEASING, LLC  
 9870 N. HIGHWAY 183, SUITE 150  
 FLORENCE, TEXAS, 76527  
 512-993-8083

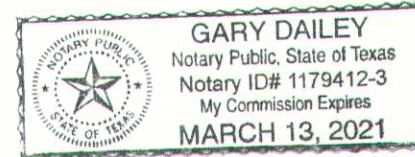
THE STATE OF TEXAS {}  
 THE COUNTY OF WILLIAMSON {}

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Michael known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 26<sup>th</sup> DAY OF March, 2019 A.D.

*Gary Dailey*  
 Gary Dailey  
 NOTARY PUBLIC, STATE OF TEXAS  
 PRINTED NAME

March 13, 2021  
 MY COMMISSION EXPIRES



**LAND SURVEYOR'S STATEMENT**

I, TRAVIS S. TABOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE, IS TRUE AND CORRECT TO THE BEST OF MY ABILITY, THIS TRACT IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

*Travis S. Tabor*  
 TRAVIS S. TABOR, R.P.L.S. NO. 6428  
 DATE 03/26/2019



LANDESIGN SERVICES, INC. | FIRM REGISTRATION NO. 10001800  
 1220 McNEIL ROAD SUITE 200 | ROUND ROCK, TEXAS 78681

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

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

IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

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.

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.

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.

WATER SERVICE FOR LOT 1 AND LOT 2 IS PROVIDED BY AN ON-SITE WELL.

SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

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, 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.

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.0001188

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, CHANGES IN LOT LINES, OR ENCUMBRANCES WHICH MAY AFFECT THE PROPERTY SHOWN HEREON.

THE TRACT SHOWN HEREON DOES NOT APPEAR TO LIE WITHIN A DESIGNATED FLOODPLAIN AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 48491C0075E, DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS. THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE 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 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 WITHIN IT.

*J. Terron Evertson*  
 J. TERRON EVERTSON, PE, DR, CFM  
 DATE 3/27/19

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 27<sup>th</sup> DAY OF march, 2019 A.D.

*Teresa Baker*  
 Teresa Baker  
 WILLIAMSON COUNTY ADDRESSING COORDINATOR

**METES AND BOUNDS:**

BEING 16.66 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JAMES WARE SURVEY, ABSTRACT NO. 645 IN WILLIAMSON COUNTY, TEXAS AND BEING THE SAME CALLED 16.66 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO FLAWLESS INVESTMENTS, LLC, AS RECORDED IN DOCUMENT NO. 2016009201, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8-INCH REBAR FOUND IN THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 183 (100' R.O.W.), FOR THE SOUTHWEST CORNER OF SAID 16.66 ACRE TRACT OF LAND AND THE NORTHWEST CORNER OF A CALLED 15.3740 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO COMBAT SPORTS TEXAS, LLC AS RECORDED IN DOCUMENT NO. 2016030567 OF SAID O.P.R.W.C.T., FROM WHICH A 1/4-INCH REBAR FOUND FOR THE SOUTHWEST CORNER OF SAID 15.3470 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 15.380 ACRE TRACT OF LAND DESCRIBED IN A GIFT DEED TO CONNIE HOWLAND KANETZKY AND LUANN HOWLAND, AS RECORDED IN DOCUMENT NO. 2010011421 OF SAID O.P.R.W.C.T., BEARS SOUTH 20°56'38" EAST A DISTANCE OF 599.56 FEET;

THENCE NORTH 20°56'38" WEST WITH THE COMMON LINE OF SAID U.S. HIGHWAY 183 AND SAID 16.66 ACRE TRACT, A DISTANCE OF 649.10 FEET TO A 3/8-INCH REBAR FOUND FOR THE NORTHWEST CORNER OF SAID 16.66 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 16.666 ACRE TRACT OF LAND DESCRIBED IN A WRAPAROUND WARRANTY DEED TO ANTHONY P. LACOSTE, AS RECORDED IN DOCUMENT NO. 2014015569 OF SAID O.P.R.W.C.T.;

THENCE NORTH 69°08'26" EAST WITH THE COMMON LINE OF SAID 16.66 ACRE TRACT AND SAID 16.666 ACRE TRACT, A DISTANCE OF 1121.06 FEET TO A 3/8-INCH REBAR FOUND FOR THE NORTHEAST CORNER OF SAID 16.66 ACRE TRACT, THE SOUTHEAST CORNER OF SAID 16.666 ACRE TRACT AND BEING IN THE WEST LINE OF A CALLED 126.41 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO RUTH H. DAVIS, AS RECORDED IN DOCUMENT NO. 2006056132 OF SAID O.P.R.W.C.T., FROM WHICH A 1/2-INCH REBAR FOUND FOR THE NORTHEAST CORNER OF SAID 16.666 ACRE TRACT, BEARS NORTH 20°59'53" WEST A DISTANCE OF 645.78 FEET;

THENCE SOUTH 20°50'44" EAST WITH THE COMMON LINE OF SAID 16.66 ACRE TRACT AND SAID 126.41 ACRE TRACT, A DISTANCE OF 646.32 FEET TO A 3/8-INCH REBAR FOUND FOR THE SOUTHEAST CORNER OF SAID 16.66 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 15.3740 ACRE TRACT;

THENCE SOUTH 68°59'53" WEST WITH THE COMMON LINE OF SAID 16.66 ACRE TRACT AND SAID 15.3740 ACRE TRACT, A DISTANCE OF 1119.95 FEET TO THE POINT OF BEGINNING.

THE STATE OF TEXAS {}  
 THE COUNTY OF WILLIAMSON {}

KNOW ALL MEN BY THE PRESENTS:

I, BILL GRAVELL, JR, 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 Gravel, Jr.*  
 BILL GRAVELL, JR, COUNTY JUDGE  
 WILLIAMSON COUNTY, TEXAS

DATE

THE STATE OF TEXAS {}  
 THE COUNTY OF WILLIAMSON {}

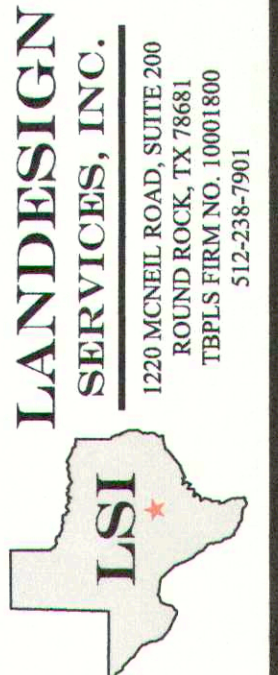
KNOW ALL MEN BY THESE PRESENTS

I, NANCY E., RISTER, CLERK OF COUNTY COURT, OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., AND DULY RECORDED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. \_\_\_\_\_

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK, COUNTY COURT  
 OF WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_, DEPUTY



**SETTLEMENT POINT  
 SUBDIVISION  
 FINAL PLAT**

REVISIONS	DATE	DESCRIPTION
	01/15/19	ADJUST LOT 1 - WELL COMMENT
	01/25/19	ADDED ELEC. EASEMENT

PROJECT NAME: 9870 N HWY 183  
 JOB NUMBER: 18-033  
 DATE: 10/01/2018  
 SCALE: 1"=100'  
 DRAWING FILE PATH:  
 L:\18033 - 9870 N HWY 183\CADD\DWGS\9870 N HWY 1836.DWG  
 RPLS: TST  
 TECH: CDS  
 PARTY CHIEF: JE  
 CHECKED BY: TST  
 FIELD BOOK: 299/32

DRAWING NAME:  
 9870 N HWY 183  
 SHEET  
 02 of 02

**Commissioners Court - Regular Session**

**21.**

**Meeting Date:** 04/02/2019

Discuss consider and take appropriate action on approval of the preliminary plat for King Rea Roemer subdivision – Pct

**Submitted For:** Terron Evertson

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for King Rea-Roemer subdivision – Precinct 3.

**Background**

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

**Timeline**

- 2019-01-30 – Initial submittal of preliminary plat
- 2019-02-13 – 1<sup>st</sup> review complete with comments
- 2019-02-26 – 2<sup>nd</sup> submittal of preliminary plat
- 2019-03-14 – 2<sup>nd</sup> review complete with comments
- 2019-03-18 – 3<sup>rd</sup> submittal of preliminary plat
- 2019-03-25 – 3<sup>rd</sup> review complete and all comments cleared
- 2019-03-28 – preliminary plat placed on April 2, 2019 Court agenda for consideration

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[preliminary plat - King Rea-Roemer](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Form Started By: Adam Boatright  
 Final Approval Date: 03/28/2019

**Reviewed By**

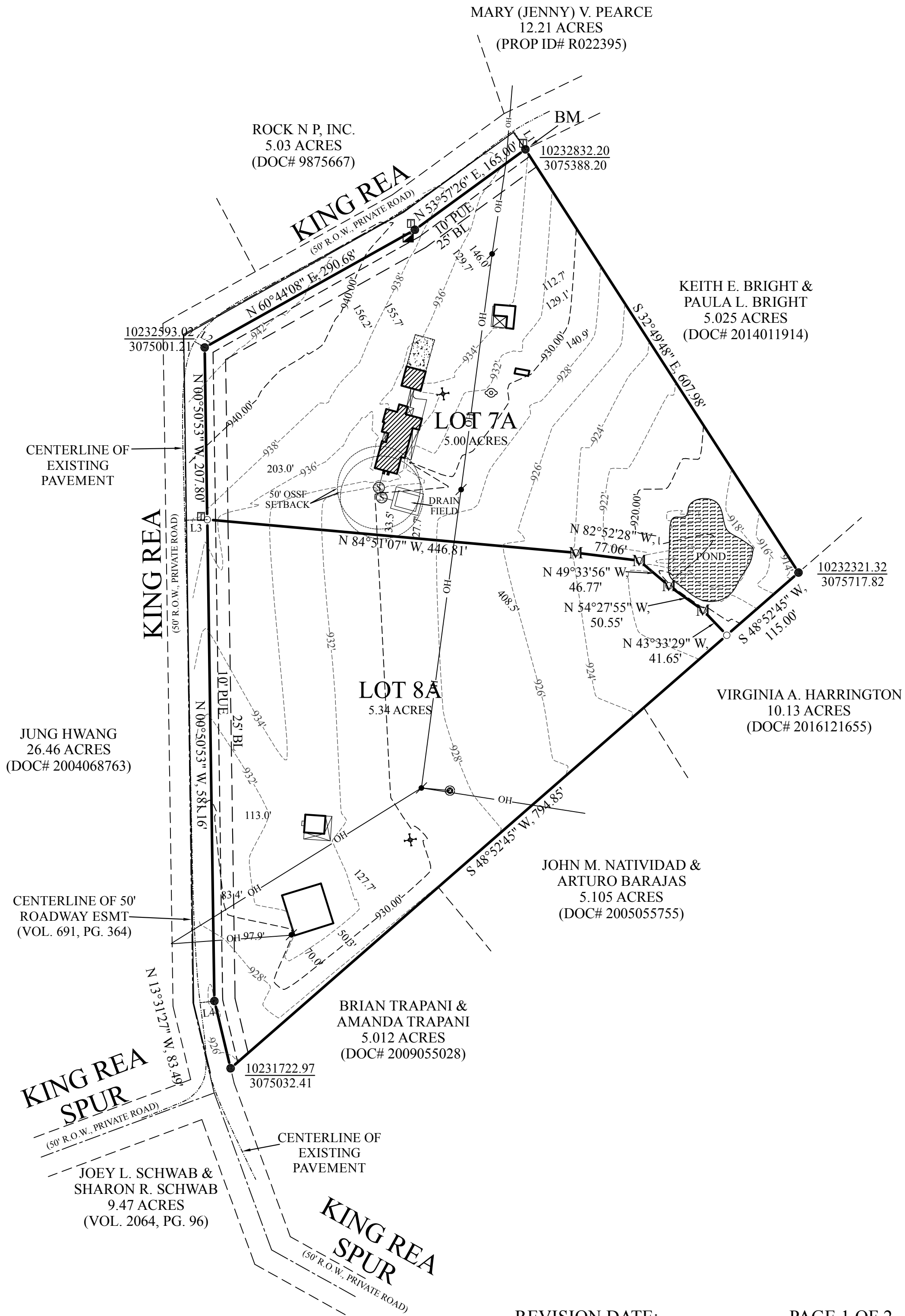
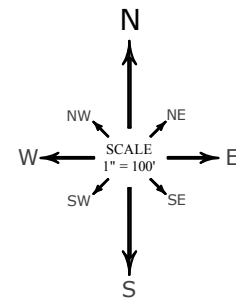
Andrea Schiele

**Date**

03/28/2019 11:58 AM  
 Started On: 03/28/2019 11:14 AM

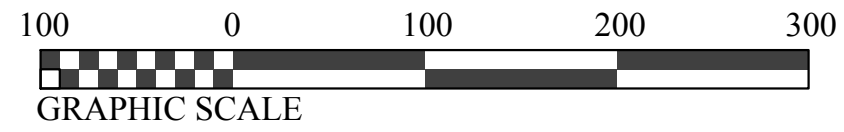
# PRELIMINARY PLAT, KING REA - ROEMER SUBDIVISION

WILLIAMSON COUNTY, TEXAS



## LEGEND

- 1/2" ROD FOUND
- 1/2" ROD SET
- RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- PUE PUBLIC UTILITY ESMT
- BL BUILDING LINE
- SEPTIC TANK
- METAL FENCE CORNER POST FOUND
- CENTERLINE OF EXISTING PAVEMENT
- CENTERLINE OF ROADWAY ESMT
- UTILITY POLE
- DOWN GUY
- OH OVERHEAD UTILITY LINE(S)
- WATER METER
- UNDERGROUND PROPANE
- WELL HEAD
- TELEPHONE RISER



BEARING BASIS:  
BEARINGS ARE BASED TO THE TEXAS COORDINATE SYSTEM CENTRAL  
TEXAS ZONE (4203) NAD83 HARN HORIZONTAL CONTROL

**OWNER:** JEFFREY M. ROEMER AND DAWN K. ROEMER  
**ACREAGE:** 10.34 ACRES  
**SURVEY:** THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412  
**NUMBER OF BLOCKS:** 1  
**NUMBER OF LOTS:** 2  
**SUBMITTAL DATE:** JANUARY 30, 2019  
**REVISION DATE:** FEBRUARY 25, 2019

**PLAT PREPARERS SURVEYOR:** ALL STAR LAND SURVEYING  
9020 ANDERSON MILL ROAD, AUSTIN, TEXAS 78729  
PHONE # 512-249-8149 FAX # 512-331-5217  
JOB# A1213518

**DATE PREPARED:** JANUARY 8, 2019  
**FEMA F.I.R.M. MAP NO.:** 48491C 0275 E - 09/26/2008

### STREET SUMMARY TABLE

NAME	LENGTH
KING REA	1361 L.F.

### R.O.W. CENTERLINE TABLE

LINE	BEARING & DIST.
L1	N 33°09'56" W, 26.6'
L2	N 59°18'18" W, 14.10'
L3	S 88°21'58" W, 27.13'
L4	S 83°04'20" W, 17.41'

BENCHMARK IS  
TOP OF IRON ROD FOUND  
ELEVATION = 934.20'  
NAVD 1988 DATUM USED

### METES AND BOUNDS:

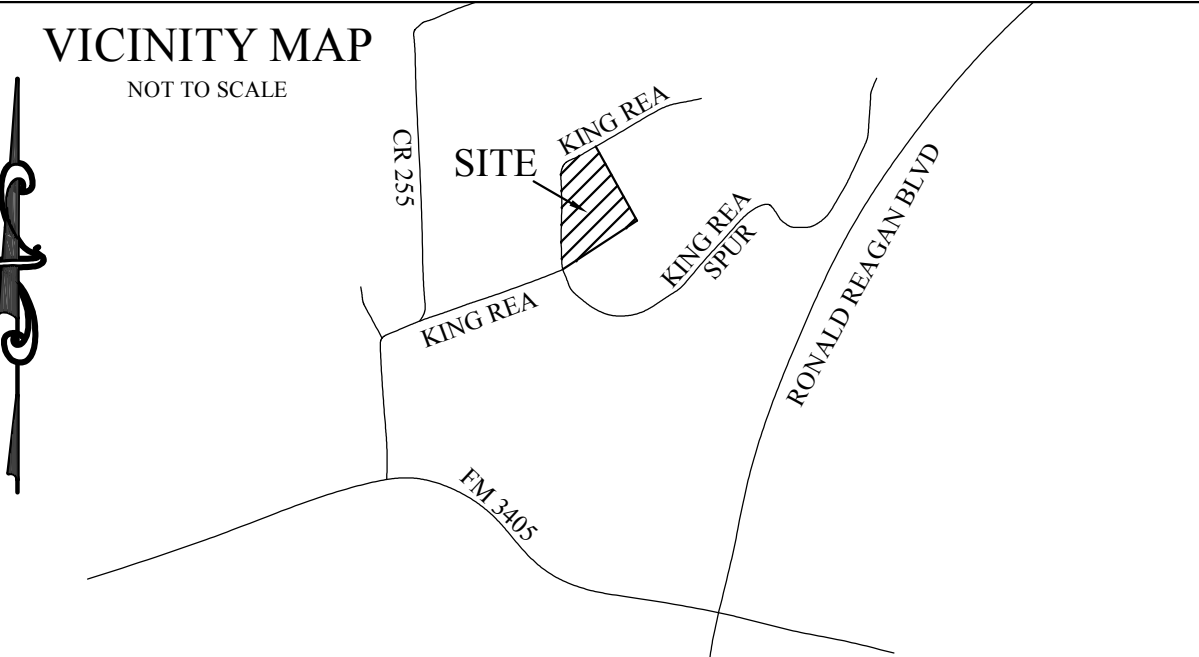
BEING A 10.34 ACRE TRACT OF LAND OUT OF THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412, IN WILLIAMSON COUNTY, TEXAS, BEING THAT CERTAIN JEFFREY M. ROEMER AND DAWN K. ROEMER 10.34 ACRE TRACT RECORDED IN DOCUMENT NO. 2011049841, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 10.34 ACRE TRACT TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found in the easterly right-of-way line of King Rea Road, at the northwest corner of that certain Brian Trapani and Amanda Trapani 5.012 acre tract, recorded in Document Number 2009055028, Official Public Records, Williamson County, Texas, same being the southwest corner of said 10.34 acre tract and the southwest corner hereof;  
THENCE along said King Rea Road easterly and southerly right-of-way lines, and said 10.34 acre tract westerly and northerly lines the following four courses:

1. North 13 degrees 31 minutes 27 seconds West, 83.49 feet to an iron rod found;
2. North 00 degrees 50 minutes 53 seconds West, 788.96 feet to an iron rod found;
3. North 60 degrees 44 minutes 08 seconds East, 290.68 feet to an iron rod found;
4. North 53 degrees 57 minutes 26 seconds East, 165.00 feet to an iron rod found at the northwest corner of that certain Keith E. Bright and Paula L. Bright 5.025 acre tract, same being the northeast corner of said 10.34 acre tract and the northeast corner hereof;

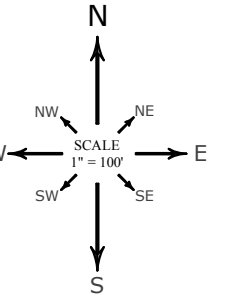
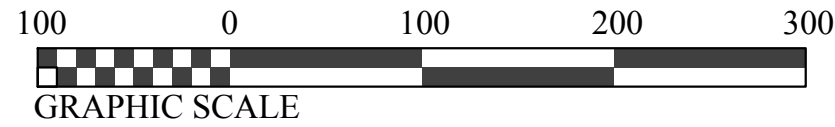
THENCE South 32 degrees 49 minutes 48 seconds East, along said 5.025 acre tract westerly line and said 10.34 acre tract easterly line, 607.98 feet to an iron rod found in the northerly line of that certain Virginia A. Harrington 10.13 acre tract as recorded in Document Number 2016121655, Official Public Records, Williamson County, Texas, same being southeast corner of said 10.34 acre tract and the southeast corner hereof;

THENCE South 48 degrees 52 minutes 45 seconds West, along said 10.13 acre tract northerly line, that certain John M. Natividad and Arturo Barajas 5.105 acre tract recorded in Document Number 2005055755, Official Public Records, Williamson County, Texas, northerly line, and said 5.012 acre tract northerly line, 909.85 feet to the POINT OF BEGINNING.



# PRELIMINARY PLAT, KING REA - ROEMER SUBDIVISION

## WILLIAMSON COUNTY, TEXAS



**NOTES:**

1. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: WELL, WASTEWATER: OSSF, AND ELECTRIC: PEC.
2. ALL STRUCTURES / OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
3. 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.
4. A 10-FOOT PUBLIC UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES WITHIN THIS PLAT.
5. THE MONUMENTS OF THIS PLAT HAVE BEEN ROTATED TO THE NAD 83 / 93 HARN - TEXAS CENTRAL ZONE AND NAVD 1988 DATUM.
6. IMPERVIOUS COVERAGE PLAT NOTES:  
THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 20%.
7. 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 WILLIAMSON COUNTY, THEIR OFFICERS, AGENTS, 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 IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS.
8. WILLIAMSON COUNTY DOES NOT ASSUME ANY RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN 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.
9. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
10. 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.
11. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT, AND SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
12. A DRIVEWAY CULVERT PERMIT WILL BE REQUIRED PRIOR TO INSTALLATION. DRIVEWAY CULVERTS SHALL BE A MINIMUM OF 18 INCHES IN DIAMETER AND 22 FEET IN LENGTH, AND DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER. LARGER OR LONGER DRAINPIPES SHALL BE INSTALLED IF NECESSARY TO HANDLE DRAINAGE BASED UPON A 25-YEAR FLOW FREQUENCY. ALL CULVERTS SHALL INCLUDE A SAFETY END TREATMENT, AND SHALL BE INSTALLED PER WILLIAMSON COUNTY REQUIREMENTS.
13. THERE MUST BE A 25 FOOT (25') OSSF SETBACK FROM ANY DRAINAGE WAY OR DRAINAGE EASEMENT AND A 75 FOOT (75') OSSF SETBACK FROM ANY WATERCOURSE.
14. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
15. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
16. 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.
17. NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A FLOOD PLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
18. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
19. 50' OSSF SETBACKS SHOWN PER WILLIAMSON COUNTY OSSF PROGRAM.

STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {  
I, JEFFREY M. ROEMER, CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2011049841 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY RESUBDIVIDE 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:

"KING REA - ROEMER SUBDIVISION"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
JEFFREY M. ROEMER DATE  
400 KING REA  
GEORGETOWN, TX 78633

STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {  
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFFREY M. ROEMER, 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 \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
MY COMMISSION EXPIRES ON: \_\_\_\_\_

STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {  
I, DAWN K. ROEMER, CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2011049841 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY RESUBDIVIDE 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:

"KING REA - ROEMER SUBDIVISION".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
DAWN K. ROEMER DATE  
400 KING REA  
GEORGETOWN, TX 78633

STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {  
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAWN K. ROEMER, 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 \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
MY COMMISSION EXPIRES ON: \_\_\_\_\_

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

\_\_\_\_\_  
WILLIAMSON COUNTY ADDRESSING COORDINATOR

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY 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 OFFICAL 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 DATE  
COUNTY ENGINEER

STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {  
I, \_\_\_\_\_, TRUSTEE FOR CHASE MORTGAGE, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2011049841 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY RESUBDIVIDE 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:

"KING REA - ROEMER SUBDIVISION"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
, TRUSTEE DATE

STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {  
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, TRUSTEE, 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 \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
MY COMMISSION EXPIRES ON: \_\_\_\_\_

NO PORTION OF THE 10.34 ACRES IS ENCRONCHED BY A SPECIAL FLOOD HAZARD AREA, ONE (1) PERCENT CHANCE (ZONE A) FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE 9-26-2008 FOR WILLIAMSON COUNTY, TEXAS.

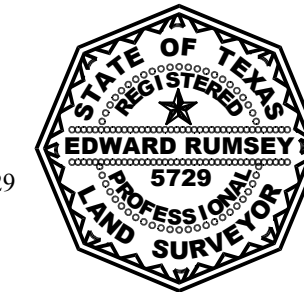
NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE (FLOODPLAIN DEVELOPMENT PERMIT) FOR LOTS 1 AND 2 FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

I, EDWARD C. RUMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY ABILITY, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY MONUMENTATION ARE IN PLACE AS INDICATED HEREON

\_\_\_\_\_  
EDWARD C. RUMSEY  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5729

DATE 01/09/2019



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

I, BILL GRAVELL, JR., 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 DATE  
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FORGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATIONS OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF \_\_\_\_\_, 20\_\_, A.D., AT \_\_\_\_ O'CLOCK \_\_\_\_ M. AND DULY RECORDED ON THIS THE DAY OF \_\_\_\_\_, 20\_\_, A.D., AT \_\_\_\_ O'CLOCK \_\_\_\_ M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NUMBER \_\_\_\_\_.

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

\_\_\_\_\_  
NANCY RISTER, CLERK, COUNTY COURT

**Commissioners Court - Regular Session**

**22.**

**Meeting Date:** 04/02/2019

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Ranch South Section 5B 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 final plat for the Santa Rita Ranch South Section 5B subdivision - Precinct 2.

**Background**

This is the next section of the Santa Rita Ranch South development. It consists of 42 single family lots, 2 landscape lots, 2 landscape & open space lots and 1,338 feet of new public roads. Roadway and drainage construction are not yet complete, but a performance bond in the amount of \$875,343.15 has been posted with the County to cover the cost of the remaining construction.

**Timeline**

2018-06-05 – initial submittal of final plat

2018-07-31 – 1<sup>st</sup> review complete with comments

2018-10-02 – 2<sup>nd</sup> submittal of final plat

2018-12-17 – 2<sup>nd</sup> review complete and comments clear (awaiting completion of construction or being bonded before being placed on the Court agenda)

2019-03-26 – 3<sup>rd</sup> submittal of final plat with signatures and a performance bond for the cost of the remaining construction

2019-03-28 – final plat placed on April 2, 2019 Court agenda for consideration

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[final plat - Santa Rita Ranch South Sec 5B](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 03/28/2019

**Reviewed By**

Andrea Schiele

**Date**

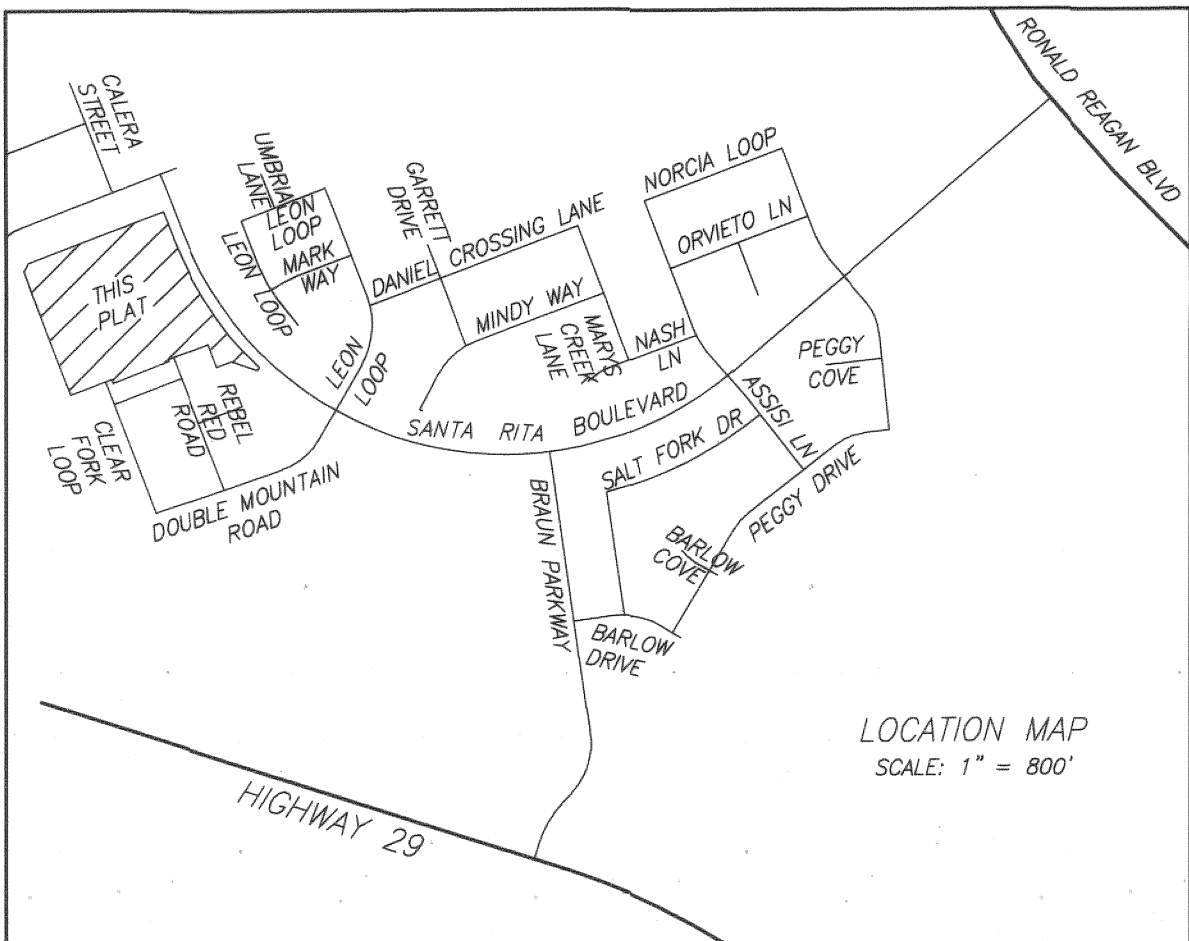
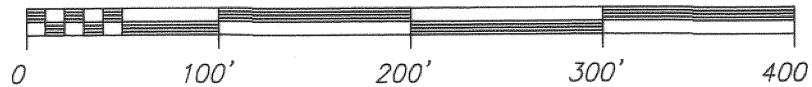
03/28/2019 11:59 AM

Started On: 03/28/2019 11:19 AM

# SANTA RITA RANCH SOUTH SECTION 5B

WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'



LOCATION MAP  
SCALE: 1" = 800'

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	656.60	1490.00	25°14'55"	S33°36'52"E	651.30
C2	74.18	1490.00	2°51'09"	N22°25'00"W	74.17
C3	582.42	1490.00	22°23'46"	N35°02'27"W	578.72
C4	162.65	50.00	186°22'46"	N24°01'18"E	99.85
C5	42.18	50.00	48°20'02"	S45°55'05"W	40.94
C6	42.18	50.00	48°20'02"	S02°24'56"E	40.94
C7	15.56	50.00	17°49'39"	N35°29'46"W	15.49
C8	21.61	50.00	24°45'29"	N56°47'21"W	21.44
C9	21.03	25.00	48°11'23"	N45°04'24"W	20.41
C10	39.27	25.00	90°00'00"	N24°01'18"E	35.36
C11	20.72	25.00	47°28'52"	N45°16'52"E	20.13
C12	18.55	25.00	42°31'08"	N00°16'52"E	18.13
C13	21.03	25.00	48°11'23"	N86°53'01"W	20.41
C14	41.12	50.00	47°07'34"	N86°21'07"W	39.98

NOTES:

- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE OF THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE [FLOODPLAIN DEVELOPMENT PERMIT] [FOR LOTS \_\_\_\_\_ AND \_\_\_\_\_] FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
- ALL SIDEWALKS ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- 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.
- IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- LOT 36A, BLOCK A AND LOT 29, BLOCK C ARE FOR LANDSCAPE AND OPEN SPACE PURPOSES; LOT 48, BLOCK A AND LOT 11, BLOCK D ARE FOR LANDSCAPE PURPOSES AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR M.U.D. NO SINGLE FAMILY DWELLINGS ARE PERMITTED ON THESE LOTS.
- BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
- THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.

NEW STREETS	LENGTH	DESIGN SPEED
CLEAR FORK LOOP	903'	25
REBEL RED ROAD	435'	25
TOTAL	1,338'	

LEGEND:

- = SET IRON ROD WITH "RJ SURVEYING" CAP
  - = 1/2" IRON ROD FOUND
  - Ⓐ = BLOCK NAME
  - BL = BUILDING SETBACK LINE
  - LS = LANDSCAPE
  - OS = OPEN SPACE
  - PA = PEDESTRIAN ACCESS
  - PUE = PUBLIC UTILITY EASEMENT
  - POB = POINT OF BEGINNING
  - POC = POINT OF COMMENCING
  - OPRWC = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
  - PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

LINE	BEARING	LENGTH
L1	N20°58'42"W	125.00'
L2	N24°00'56"E	21.21'
L3	N69°01'18"E	14.97'
L4	N20°59'25"W	110.00'
L5	N20°59'25"W	5.84'
L6	N67°15'59"W	21.68'
L7	N65°58'42"W	21.21'
L8	N24°01'18"E	21.21'
L9	N65°58'42"W	21.21'
L10	N65°58'42"W	9.75'
L11	N65°58'42"W	11.46'
L12	N69°01'18"E	117.11'
L13	N69°01'18"E	119.42'
L14	N69°01'18"E	105.64'
L15	S69°01'18"W	99.52'
L16	N20°58'43"W	422.03'
L17	N69°01'20"E	11.21'
L18	S20°58'43"E	407.03'

SITE DATA:

- AREA OF PLAT: 9.081 ACRES
- 42 SINGLE FAMILY LOTS
- 2 LANDSCAPE LOTS
- 2 LANDSCAPE AND OPEN SPACE LOTS
- 3 BLOCKS

OWNER:

MIDDLEBROOK, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
8200 NORTH MOPAC, SUITE 300  
AUSTIN, TEXAS 78759

DEVELOPER:

MIDDLEBROOK, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
8200 NORTH MOPAC, SUITE 300  
AUSTIN, TEXAS 78759

DATE: JUNE 1 2018

SCALE: 1" = 100'

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817 F-9784

**RJ SURVEYING & ASSOCIATES, INC.**

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
(512) 836-4793 FAX: (512) 836-4817

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FINAL PLAT OF  
**SANTA RITA RANCH SOUTH SECTION 5B**  
 WILLIAMSON COUNTY, TEXAS

THAT PART OF THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 40.79 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD. BY DEED RECORDED IN DOCUMENT NO. 2006087428 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PART OF THAT 123.72 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD. BY DEED RECORDED IN DOCUMENT NO. 2006087429 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PART OF THAT REMAINDER OF A 9.051 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD. BY DEED RECORDED IN DOCUMENT NO. 2017096571 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 31, BLOCK K, SANTA RITA RANCH SOUTH SECTION 4B ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2017063718 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALSO THE NORTHWEST CORNER OF SAID SUBDIVISION, FROM WHICH POINT A 1/2" IRON ROD SET AT NORTHEAST CORNER OF SAID SUBDIVISION BEARS, N69°00'35"E A DISTANCE OF 723.21 FEET;

THENCE S68°56'56"W ACROSS SAID 40.79 ACRE TRACT A DISTANCE OF 90.00 FEET TO A 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF A 8.793 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD. BY DEED RECORDED IN DOCUMENT 2017096570 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND AT THE SOUTHERLY INSIDE ELL CORNER OF SAID 40.79 ACRE TRACT FOR THE POINT OF BEGINNING;

THENCE CONTINUING ACROSS SAID 40.79 ACRE TRACT AND SAID 123.72 ACRE TRACT THE FOLLOWING ELEVEN COURSES:

1. S20°59'25"E A DISTANCE OF 115.84 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
2. SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, PASSING AT AN ARC LENGTH OF 421.74 FEET THE SOUTH LINE OF SAID 40.79 ACRE TRACT AND A NORTH LINE OF SAID 123.72 ACRE TRACT, CONTINUING FOR A TOTAL ARC LENGTH OF 656.60 FEET, SAID CURVE HAVING A RADIUS OF 1,490.00 FEET, A CENTRAL ANGLE OF 25°14'55", AND A CHORD BEARING S33°36'52"E A DISTANCE OF 651.30 FEET TO A 1/2" IRON ROD SET;
3. S43°45'40"W A DISTANCE OF 15.00 FEET TO A 1/2" IRON ROD SET;
4. N70°02'02"W A DISTANCE OF 112.03 FEET TO A 1/2" IRON ROD SET;
5. S68°26'48"W A DISTANCE OF 65.22 FEET TO A 1/2" IRON ROD SET;
6. N20°58'42"W A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD SET;
7. S69°01'18"W A DISTANCE OF 180.00 FEET TO A 1/2" IRON ROD SET;
8. S20°58'42"E A DISTANCE OF 8.10 FEET TO A 1/2" IRON ROD SET;
9. S69°01'18"W A DISTANCE OF 250.00 FEET TO A 1/2" IRON ROD SET;
10. N20°58'42"W A DISTANCE OF 16.19 FEET TO A 1/2" IRON ROD SET;
11. S69°01'18"W A DISTANCE OF 180.40 FEET TO A 1/2" IRON ROD SET ON THE EAST LINE OF A 9.75 ACRE TRACT OF LAND CONVEYED TO JOHNNY BRYANT BY DEED RECORDED IN DOCUMENT NO. 2003086364 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE N20°58'43"W ALONG THE WEST LINE OF SAID 123.72 ACRE TRACT AND THE WEST LINE OF SAID 40.79 ACRE TRACT AND ALONG THE EAST LINE OF SAID 9.75 ACRE TRACT, PASSING AT 345.48 FEET THE NORTH CORNER OF SAID 9.75 ACRE TRACT AND AN EASTERLY CORNER OF A 9.94 ACRE TRACT OF LAND CONVEYED TO KEITH LOSSEN, ET AL BY DEED RECORDED IN DOCUMENT NO. 2007048699 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 451.91 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 9.94 ACRE TRACT, BEING THE SOUTHEAST CORNER OF A 9.501 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD BY DEED RECORDED IN DOCUMENT NO. 2017096571 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE ACROSS SAID 9.501 ACRE TRACT AND SAID 40.79 ACRE TRACT THE FOLLOWING TWO COURSES:

1. N19°33'29"W A DISTANCE OF 101.73 FEET A 1/2" IRON ROD SET;
2. N29°25'47"E, PASSING AT A DISTANCE OF 15.10 FEET THE EAST LINE OF SAID 9.501 ACRE TRACT AND THE WEST LINE OF SAID 40.79 ACRE TRACT, CONTINUING FOR A TOTAL DISTANCE OF 36.56 FEET TO A 1/2" IRON ROD SET;

THENCE N69°01'18"E, PASSING AT A DISTANCE OF 11.21 FEET AN ANGLE POINT OF AN 8.793 ACRE TRACT OF LAND CONVEYED TO MIDDLEBROOK, LTD. BY DEED RECORDED IN DOCUMENT NO. 2017096570 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONTINUING ALONG THE SOUTH LINE OF SAID 8.793 ACRE TRACT AND THE NORTH LINE OF SAID 40.79 ACRE TRACT, A TOTAL DISTANCE OF 600.60 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 9.081 ACRES, MORE OR LESS.  
 ALL IRON RODS SET HAVE "R" SURVEYING CAPS.  
 ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF DEED OF TRUST LIEN DATED NOVEMBER 1, 2013, RECORDED AS DOCUMENT NO. 2013102996 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE SOLE OWNER AND HOLDER OF A SECOND DEED OF TRUST LIEN DATED FEBRUARY 2, 2018, RECORDED AS DOCUMENT NO. 2018009176 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING NOTES OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION

BY: Allen E. Wise

PRINTED NAME: Allen E. Wise  
 TITLE: Executive Vice President

STATE OF TEXAS  
 COUNTY OF Travis

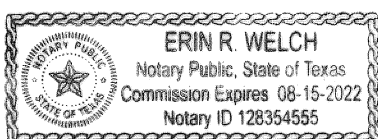
BEFORE ME ON THIS DAY PERSONALLY APPEARED Allen E. Wise, Executive Vice President KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 13<sup>th</sup> DAY OF March, 2019 A.D.

BY: Erin R. Welch  
 NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Erin R. Welch

MY COMMISSION EXPIRES: 08-15-2022



OWNER'S DEDICATION

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT MIDDLEBROOK, LTD, OWNER OF THE CERTAIN 40.79 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2006087428 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND OWNER OF THE CERTAIN 123.72 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2006087429 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND OWNER OF THE CERTAIN 9.051 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017096571 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIENHOLDERS OF THE CERTAIN TRACT OF LAND; AND DO HEREBY SUBDIVIDE SAID TRACT AS 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 "SANTA RITA RANCH SOUTH SECTION 5B".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 12 DAY OF March, 2019.

MIDDLEBROOK, LTD., A TEXAS LIMITED PARTNERSHIP

MIDDLEBROOK, LTD., A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: J. E. Horne  
 JAMES EDWARD HORNE, VICE PRESIDENT  
 8200 NORTH MOPAC, SUITE 300  
 AUSTIN, TX 78759

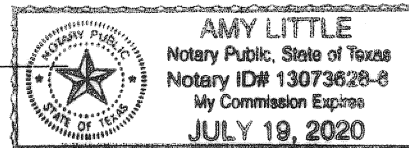
STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 12 DAY OF March, A.D., 2019.

BY: Amy Little  
 NOTARY PUBLIC, STATE OF TEXAS



PRINTED NAME: Amy Little

MY COMMISSION EXPIRES: July 19, 2020

ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, J. KEITH COLLINS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

BY: J. Keith Collins 3/11/19  
 J. KEITH COLLINS DATE  
 LICENSED PROFESSIONAL ENGINEER No. 80579  
 STATE OF TEXAS



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 26<sup>th</sup> DAY OF March, 2019, A.D.

BY: Cindy Bridges  
 WILLIAMSON COUNTY ADDRESSING COORDINATOR  
Cindy Bridges

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

BY: Sally A. McFeron 3/22/19  
 SALLY A. MCFERON DATE  
 CITY OF LIBERTY HILL, TEXAS

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' 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 AND STREETS.

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.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, BILL GRAVELL JR., 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.

BY: Bill Gravel Jr. DATE  
 WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

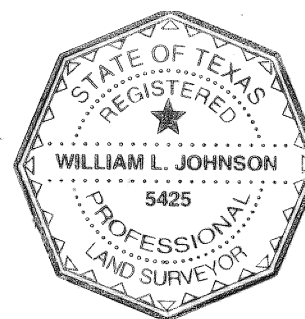
COUNTY OF WILLIAMSON

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 OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. \_\_\_\_\_

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_  
 DEPUTY



BY: William L. Johnson 7 March 2019  
 WILLIAM L. JOHNSON DATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5425  
 STATE OF TEXAS

DATE: JUNE 1 2018 SCALE: 1" = 100'

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
 2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
 (512) 836-4793 FAX: (512) 836-4817 F-9784

**RJ SURVEYING & ASSOCIATES, INC.**  
 2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664  
 (512) 836-4793 FAX: (512) 836-4817

**Commissioners Court - Regular Session**

**23.**

**Meeting Date:** 04/02/2019

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Ranch South Section 7B 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 final plat for the Santa Rita Ranch South Section 7B subdivision - Precinct 2.

**Background**

This is the next section of the Santa Rita Ranch South development. It consists of 58 single family lots, 1 landscape lot, 1 landscape & open space lot, 1 electric easement & open space lot and 2,580 feet of new public roads. Roadway and drainage construction are not yet complete, but a performance bond in the amount of \$1,398,814.20 has been posted with the County to cover the cost of the remaining construction.

**Timeline**

- 2018-07-06 – initial submittal of final plat
- 2018-09-04 – 1<sup>st</sup> review complete with comments
- 2018-10-02 – 2<sup>nd</sup> submittal of final plat
- 2018-12-17 – 2<sup>nd</sup> review complete and comments clear (awaiting completion of construction or being bonded before being placed on the Court agenda)
- 2019-03-26 – 3<sup>rd</sup> submittal of final plat with signatures and a performance bond for the cost of the remaining construction
- 2019-03-28 – final plat placed on April 2, 2019 Court agenda for consideration

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

final plat - Santa Rita Ranch South Sec 7B

**Form Review**

**Inbox**

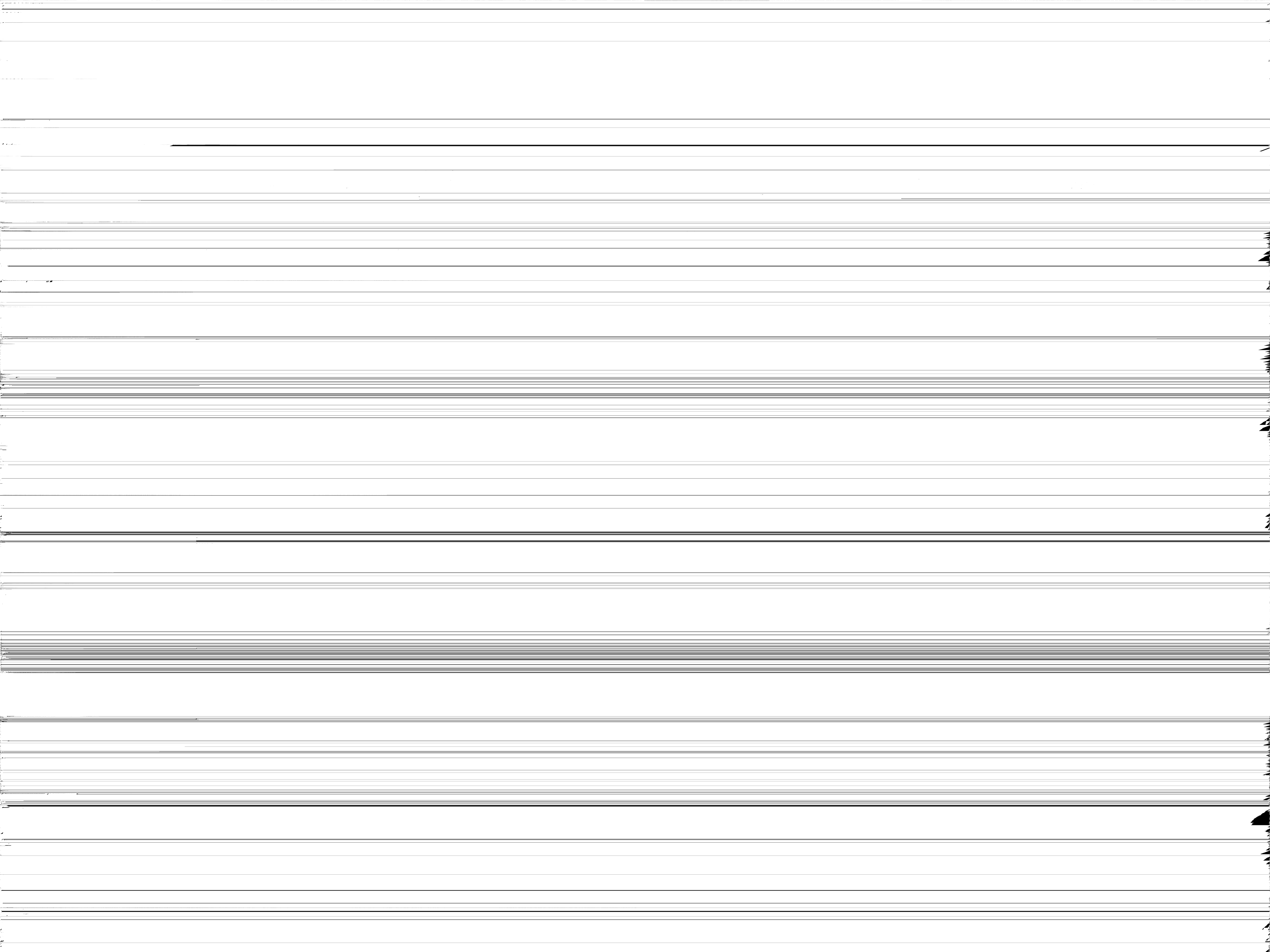
County Judge Exec Asst.  
 Form Started By: Adam Boatright  
 Final Approval Date: 03/28/2019

**Reviewed By**

Andrea Schiele

**Date**

03/28/2019 11:59 AM  
 Started On: 03/28/2019 11:49 AM





**Commissioners Court - Regular Session**

**24.**

**Meeting Date:** 04/02/2019

April Pools Day Proclamation

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the proclamation for Williamson County Emergency Services proclaiming April 2, 2019 as the beginning of April Pools Day in Williamson County.

**Background**

April Pools Day is designed to educate the public on drowning prevention and related water safety issues. In addition to education the public on drowning prevention, April Pools Day promotes staying close, being alert and watching children in and around the pool. Learning and practicing water safety skills, and having the appropriate equipment for your pool and spa. Through awareness, our goal is to add as many proven water safety steps as possible as this is the best way to ensure a safe and fun experience. You can never know which one might save a child's life – until it does.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[April Pools Proclamation](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 03/25/2019

**Reviewed By**

Andrea Schiele

**Date**

03/25/2019 11:34 AM

Started On: 03/25/2019 11:16 AM



**PROCLAMATION  
APRIL POOLS DAY  
APRIL 1 – 30, 2019**



**WHEREAS, every child and adult deserve to be educated on basic water safety – including drowning prevention – to keep them in good health and to ensure a healthy future;**

**WHEREAS, Drownings are the leading cause of injury and death in children ages 1 to 4;**

**WHEREAS, Williamson County Emergency Services is committed to protecting Williamson County’s residents by promoting basic water safety and drowning prevention;**

**WHEREAS, now is the time for the people of Williamson County to come together as a community to educate ourselves on water safety and pledge our commitment to ensuring the safety of ourselves, our families and our community;**

**NOW THEREFORE, the Commissioner’s Court of Williamson County, Texas does hereby proclaim April 2, 2019 as**

**APRIL POOLS DAY**

**And April as Pool Safety Awareness Month in Williamson County, Texas.**

**THIS THE 2ND DAY OF APRIL 2019**

\_\_\_\_\_  
**JUDGE BILL GRAVELL**

\_\_\_\_\_  
**TERRY COOK, COMMISSIONER PCT. 1**

\_\_\_\_\_  
**CYNTHIA LONG, COMMISSIONER PCT. 2**

\_\_\_\_\_  
**VALERIE COVEY, COMMISSIONER PCT. 3**

\_\_\_\_\_  
**RUSS BOLES, COMMISSIONER PCT. 4**

**Commissioners Court - Regular Session**

**25.**

**Meeting Date:** 04/02/2019

County Government Month Resolution

**Submitted By:** Connie Odom, Public Information Office

**Department:** Public Information Office

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on resolution proclaiming the month of April 2019 as National County Government Month in Williamson County, Texas.

**Background**

National County Government Month (NCGM), held each April, is an annual celebration of county government. Since 1991, the National Association of Counties has encouraged counties to actively promote the services and programs they offer. NCGM is an excellent opportunity for your county to highlight effective county programs and raise public awareness and understanding about the various services provided to the community. NCGM's 2019 theme is "Connecting the Unconnected," which is consistent with NACo President Greg Cox's initiative and focuses on how counties deliver "people-centered" services to their residents.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

County Gov. Month Resolution

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Connie Odom  
Final Approval Date: 03/27/2019

**Reviewed By**

Andrea Schiele

**Date**

03/27/2019 02:34 PM  
Started On: 03/27/2019 02:17 PM

*State of Texas*  
*County of Williamson*  
*Know all men by these presents.*

**THAT ON THIS**, the 2rd day of April 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

**RESOLUTION**

**WHEREAS**, the nation's 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe and vibrant communities; and

**WHEREAS**, counties provide health services, administer justice, keep communities safe, foster economic opportunities and much more; and

**WHEREAS**, Williamson County and all counties take pride in our responsibility to protect and enhance the health, welfare and safety of our residents in efficient and cost-effective ways; and

**WHEREAS**, through National Association of Counties President Greg Cox's "Connecting the Unconnected" initiative, NACo is demonstrating how counties deliver "people-centered" services to our residents nationwide; and

**WHEREAS**, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

**WHEREAS**, Williamson County is home to more than 600,000 residents and is the third healthiest county in Texas and fourth fastest growing county in Texas.

**NOW, THEREFORE, BE IT RESOLVED THAT I**, County Judge Bill Gravell, Jr. do hereby proclaim April 2019 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

**RESOLVED THIS 2nd DAY OF APRIL, 2019**

Attest:

\_\_\_\_\_  
Nancy E. Rister  
Williamson County Clerk

\_\_\_\_\_  
Bill Gravell, Jr.  
Williamson County Judge

**Commissioners Court - Regular Session**

**26.**

**Meeting Date:** 04/02/2019

Resolution regarding 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 highlighting Williamson County government's history of transparency and 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
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**Attachments**

Resolution on county government transparency and recommitment to the Open Meetings Act

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Garry Brown  
Final Approval Date: 03/28/2019

**Reviewed By**

Andrea Schiele

**Date**

03/28/2019 11:34 AM  
Started On: 03/28/2019 11:00 AM



## RESOLUTION

**WHEREAS,** the Williamson County Commissioners Court supports the principles of an open and transparent government, allowing taxpayers the ability to monitor deliberations, decisions and spending of the Court, while also providing opportunity for public comment; and

**WHEREAS,** the Williamson County Commissioners Court has over a decade of history of going above and beyond the spirit and intent of the Open Meetings Act found in Chapter 551 of the Government Code and strives for ways to increase access of information to its citizens; and that history includes, but is not limited to, an agenda management software application that enables attachments of supporting documents, maps, and large presentations, which improves the ability of citizens to search for information, providing the ability to click on an indexed agenda and immediately jumping to video and documents of the desired agenda item and video-taping and live streaming of Commissioner Court proceedings; and

**WHEREAS,** Williamson County has won many awards that stem from its openness and transparency, including 26 consecutive years the Auditors Office has been awarded the Certificate of Achievement for Excellence in Financial Reporting; 8 consecutive years the Budget Office has received the Distinguished Budget Presentation Award; and 19 consecutive years the Purchasing Department has won the Achievement of Excellence in Procurement Award; and

**WHEREAS,** it has already 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 a recent decision by the Texas Court of Criminal Appeals that struck down a key part of the Open Meetings Act; 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 long-time commitment to transparency in decision making, as evident by our past actions;

**Now therefore be it resolved,** that the Williamson County Commissioners Court does hereby recommit us to the continuation of excellence, open governance to include access of information, public discussions, deliberations, and communications in conducting the business of and setting policy for Williamson County; and

**Be it further resolved,** that we recommit ourselves to the spirit of the Open Meetings Act and support clarification measures being considered by the Texas state legislature.

**RESOLVED THIS 2<sup>ND</sup> DAY OF APRIL 2019.**

**PASSED BY COMMISSIONERS COURT BY A VOTE OF \_\_\_\_\_**

---

Bill Gravell, Jr., County Judge

**Commissioners Court - Regular Session**

27.

**Meeting Date:** 04/02/2019

Appointment to Williamson County Child Welfare Board

**Submitted For:** Bill Gravell

**Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on appointing K.C. Bumpas of Round Rock and Cathy Hord of Jarrell to the Williamson County Child Welfare Board.

**Background**

This appointment is for a 3-year term from October 2019 to September 2022.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Recommendation Letter and Applications

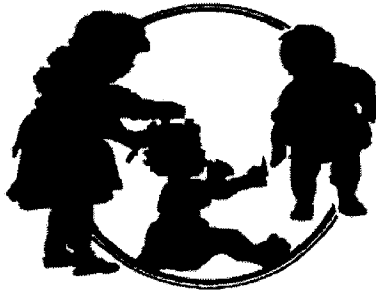
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**Form Review**

Form Started By: Andrea Schiele

Started On: 03/28/2019 11:07 AM

Final Approval Date: 03/28/2019



*Judge Dan A. Gattis  
Williamson County Courthouse  
710 Main Street, Ste. 101  
Georgetown, TX 78626*

*March 27, 2019*

*The Honorable Judge Bill Gravell and Williamson County Commissioners:*

*I am requesting the Commissioner's Court approve the appointment of two new board members, K.C. Bumpas of Round Rock and Cathy Hord of Jarrell, to the Williamson County Child Welfare Board, for the 3 year term from October 2019 to September 2022. I have included their application forms for you to look over.*

*Please place this request for approval for the two appointments on your agenda at your earliest convenience.*

*Please call or email me with any questions you might have. Thank you so much for your time and the attention you give to our board and in turn enable us to partner with Williamson County to help care for the foster children of Williamson County!*

*Respectfully Submitted,*

*Dianne Howell-WCCWB, President  
255-6594-home  
512-636-0908-cell  
JRZONE@aol.com*



# Volunteer Application

Texas law gives you the right to know what information is collected about you by means of a form you submit to a state government agency. You can receive and review this information, and request that incorrect information about you be corrected, by contacting the person or unit to whom you submitted this form."

Name (Last, First, Middle) <u>HORD, Catherine Ann</u>	Preferred Name <u>Cathy</u>	Date of Birth [REDACTED]	Home Telephone [REDACTED]
Address (Street, City, State, ZIP Code) <u>[REDACTED] Jarrell TX 76537</u>			County <u>Williamson</u>
Other Names Used/Known By (list any other names (aliases) you have used, such as maiden name, previous married name, etc): <u>Catherine McCammon</u>		Organization Represented (if applicable):	Who referred you to DFPS? <u>Nancy Zenner</u>

Why do you want to volunteer for DFPS?  
help children in need & their families

Applicable skills:

Type of volunteer service preferred: child welfare board

Are you willing to receive training for another assignment?  Yes  No

### Education (Check highest level completed):

Elementary School   
  Middle School   
  High School   
  Vocational or Technical Training   
  College   
  Graduate School

Inters:   
  undergraduate   
  graduate   
  post graduate

University Tarleton      Date of undergraduate degree 1976      Date of graduate degree 1978

### Additional Languages (list):

	Speak	Read	Write
<u>Spanish</u>	<input checked="" type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input checked="" type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input checked="" type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent
<u>American Sign Language</u>	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent <input type="checkbox"/> NA	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent

### Previous volunteer experience:

Organization: <u>GISD drop out prevention</u>	Position: <u>volunteer</u>	Responsibilities: <u>meet &amp; encourage student attendance</u>
--	-------------------------------	---

### Date(s) and time(s) available:

Days per week: Tuesdays

Hours per week: 3

Comments:



# Volunteer Application

### Are you presently employed?

Yes  No

If yes, where? \_\_\_\_\_

Work Telephone \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

### Prior employment:

Company: \_\_\_\_\_

Position: \_\_\_\_\_

Responsibilities: \_\_\_\_\_

Georgetown ISD

teacher/asst. principal

### Can you provide transportation for others?

Yes  No

If yes, please complete Transportation Form 250c

### Please list three (3) personal references (excluding relatives):

Name:

Address:

Telephone #:

Claudia Doerfler

Naomi Chadwick

Nancy Zenner

### Volunteer Agreement

- I affirm that the information that I have provided is true and correct to the best of my knowledge.
- I agree to conform with the Texas Department of Family and Protective Services rules and regulations to the best of my ability.
- I agree to respect the confidential nature of case information and any personal contact with clients.
- I agree to inform the department if I am named in complaints or indictments or convicted of offenses.
- I understand that I will begin service on a reciprocal trial basis and agree to participate in orientation and training.

Catherine Hard  
Signature of Volunteer

1-24-19  
Date

### In case of emergency, please notify:

Name <u>Billy Hard</u>	Relationship <u>Spouse</u>	Telephone # [REDACTED]
Address <u>same</u>		



# Volunteer Application

Texas law gives you the right to know what information is collected about you by means of a form you submit to a state government agency. You can receive and review this information, and request that incorrect information about you be corrected, by contacting the person or unit to whom you submitted this form.

Name (Last, First, Middle) <u>Bumpas, Kathleen Claire</u>	Preferred Name <u>K.C.</u>	Date of Birth [REDACTED]	Home Telephone [REDACTED]
Address (Street, City, State, ZIP Code) <u>[REDACTED] Round Rock TX 78664</u>			County <u>Williamson</u>
Other Names Used/Known By (list any other names (aliases) you have used, such as maiden name, previous married name, etc): <u>Kathleen Claire Springer (maiden)</u>	Organization Represented (if applicable):	Who referred you to DFPS?	

Why do you want to volunteer for DFPS?  
to focus on something outside the comfort of my home/community to help other

Applicable skills: previous experience w/ volunteer boards, good organizational skills

Type of volunteer service preferred: Williamson County Child Welfare Board

Are you willing to receive training for another assignment?  Yes  No

### Education (Check highest level completed):

Elementary School   
  Middle School   
  High School   
  Vocational or Technical Training   
  College   
  Graduate School

Interns:   
  undergraduate   
  graduate   
  post graduate

University \_\_\_\_\_   
 Date of undergraduate degree \_\_\_\_\_   
 Date of graduate degree \_\_\_\_\_

### Additional Languages (list):

	Speak			Read			Write		
	<input type="checkbox"/> Fair	<input type="checkbox"/> Good	<input type="checkbox"/> Excellent	<input type="checkbox"/> Fair	<input type="checkbox"/> Good	<input type="checkbox"/> Excellent	<input type="checkbox"/> Fair	<input type="checkbox"/> Good	<input type="checkbox"/> Excellent
American Sign Language	<input type="checkbox"/> Fair	<input type="checkbox"/> Good	<input type="checkbox"/> Excellent	<input type="checkbox"/> Fair	<input type="checkbox"/> Good	<input type="checkbox"/> Excellent	<input type="checkbox"/> Fair	<input type="checkbox"/> Good	<input type="checkbox"/> Excellent

### Previous volunteer experience:

Organization: <u>Keller Williams Agency Leadership Council</u>	Position: <u>member</u>	Responsibilities: <u>training, organization</u>
<u>Gateway School All Sports Booster Club</u>	<u>Vice President - Communications</u>	<u>fundraising, organization</u>

### Date(s) and time(s) available:

Days per week: 1-2

Hours per week: 3-4

Comments: I have a full time job & 2 children (10/12) but hours are flexible at work



# Volunteer Application

## Are you presently employed?

Yes  No

If yes, where? Kelker Williams RR Work Telephone 512.255.5050  
Address: 2300 Greenhill Dr. #200 Round Rock TX. 78664  
Occupation: Reactor

## Prior employment:

Company: JCPenney Position: Customer Service Supervisor Responsibilities: training/schedules

## Can you provide transportation for others?

Yes  No If yes, please complete Transportation Form 250c

## Please list three (3) personal references (excluding relatives):

Name:	Address:	Telephone #:
<u>Nichole Varljen</u>	[REDACTED]	[REDACTED]
<u>Sherry Rhoden</u>	[REDACTED]	[REDACTED]
<u>Christi Myhill</u>	[REDACTED]	[REDACTED]

## Volunteer Agreement

- I affirm that the information that I have provided is true and correct to the best of my knowledge.
- I agree to conform with the Texas Department of Family and Protective Services rules and regulations to the best of my ability.
- I agree to respect the confidential nature of case information and any personal contact with clients.
- I agree to inform the department if I am named in complaints or indictments or convicted of offenses.
- I understand that I will begin service on a reciprocal trial basis and agree to participate in orientation and training.

[Signature] Signature of Volunteer 2/15/19 Date

## In case of emergency, please notify:

Name <u>David Bumpas</u>	Relationship <u>husband</u>	Telephone # <u>[REDACTED]</u>
Address <u>[REDACTED]</u>		

**Commissioners Court - Regular Session**

**28.**

**Meeting Date:** 04/02/2019

SO Donation BA 4.2.19

**Submitted For:** Melanie Denny

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for a Sheriff's Office donation.

**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**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
	0100.0000.367400	Donations	\$100.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 03/28/2019

**Reviewed By**

Andrea Schiele

**Date**

03/28/2019 08:42 AM

Started On: 03/26/2019 07:43 PM

**Commissioners Court - Regular Session**

**29.**

**Meeting Date:** 04/02/2019

SO Donation BA 4.2.19

**Submitted For:** Melanie Denny

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for a Sheriff's Office donation.

**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
	0100.0560.003670	Use of Donations	\$100.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 03/28/2019

**Reviewed By**

Andrea Schiele

**Date**

03/28/2019 08:43 AM

Started On: 03/26/2019 07:43 PM

**Commissioners Court - Regular Session**

**30.**

**Meeting Date:** 04/02/2019

Williamson County EMS Donation

**Submitted For:** Michael Knipstein

**Submitted By:** Theresia Carter, EMS

**Department:** EMS

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS Donations.

**Background**

This is a \$25.00 donation from Nicholas Pazarentos to EMS.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.367401	EMS Donations	\$25.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Theresia Carter

Final Approval Date: 03/28/2019

**Reviewed By**

Andrea Schiele

**Date**

03/28/2019 10:49 AM

Started On: 03/28/2019 09:42 AM

**Commissioners Court - Regular Session**

**31.**

**Meeting Date:** 04/02/2019

Williamson County EMS Donation Received

**Submitted For:** Michael Knipstein

**Submitted By:** Theresia Carter, EMS

**Department:** EMS

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the use of EMS Donations.

**Background**

Place donation of \$25.00 from Nicholas Pazarentos into the EMS line item 003670.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	\$25.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Theresia Carter

Final Approval Date: 03/28/2019

**Reviewed By**

Andrea Schiele

**Date**

03/28/2019 10:49 AM

Started On: 03/28/2019 09:52 AM

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 04/02/2019

New Ambulances Proposal

**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 Pricing Proposal between Williamson County and Siddon-Martins Emergency Group LLC to purchase four (4) Ford F-450 Type 1 Ambulances in the amount of \$972,696.00, per HGAC Contract #AM10-18, and authorizing the purchase.

**Background**

This agreement is a Proposal for four (4) new ambulances at \$261,035 each for Williamson County EMS. Department point of contact is Mike Knipstein. Funding Source 01. 0100.0540.005700 .

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Proposal

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Andrew Portillo  
Final Approval Date: 03/28/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

03/28/2019 10:00 AM  
03/28/2019 10:50 AM  
Started On: 03/27/2019 02:13 PM

# Siddons-Martin Emergency Group

*Protecting the Southwest*

3500 Shelby Lane  
Denton, Texas 76207  
GDN P115891  
TXDOT MVD No. A115890  
EIN 27-4333590

March 25, 2019

Mike Knipstein , EMS Director  
Williamson County EMS  
PO Box 873  
Georgetown TX 78627

**Proposal for Type 1 Wheeled Coach Ambulance(s)**

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Williamson County EMS. The unit will comply with the specifications attached and made a part of this proposal. Unless otherwise specified, delivery and training are included FOB Williamson County EMS.

Description	Amount				
WC, No. 019, (4) Ford F-450 Type 1 Ambulance ( \$ 261,035.00 ea) Price guaranteed for 30 days. Delivery within 7.5-8.5 months of order date.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Vehicle Price</td> <td style="text-align: right;">\$ 1,044,140.00</td> </tr> <tr> <td style="text-align: right;"><b>SUB TOTAL</b></td> <td style="text-align: right;"><b>\$ 1,044,140.00</b></td> </tr> </table>	Vehicle Price	\$ 1,044,140.00	<b>SUB TOTAL</b>	<b>\$ 1,044,140.00</b>
Vehicle Price	\$ 1,044,140.00				
<b>SUB TOTAL</b>	<b>\$ 1,044,140.00</b>				
H-GAC Ambulance AM10-18	\$ 1,000.00				
Stryker Stair Chair	\$ 3,556.00				
Total Trade Allowanc	(\$ 76,000.00)				
<b>TOTAL</b>	<b>\$ 972,696.00</b>				

**Additional.** This proposal includes trips for (3) Williamson County EMS employees to the pant for a final inspection of the completed unit(s).

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.

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 agreement; (2) the date the performance of the service under the agreement 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.

**Taxes.** Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

**Late Fee.** A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

**Cancellation.** In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

**Acceptance.** In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Venue and Governing Law: Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern. Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas, with venue in Williamson County, Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC

Sincerely,

**Gretchen Peters**  
Siddons-Martin Emergency Group, LLC

I, \_\_\_\_\_, the authorized representative of Williamson County EMS, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

\_\_\_\_\_  
Signature & Date

**Commissioners Court - Regular Session**

**33.**

**Meeting Date:** 04/02/2019

RISER Interlocal Agreement with the City of Austin

**Submitted By:** Richard Semple, Information Technology

**Department:** Information Technology

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on an Interlocal Agreement with the City of Austin regarding the Regional Information Sharing for Emergency Response (RISER) Project.

**Background**

This is an agreement that will facilitate data sharing (mainly for Public Safety) between City of Austin and Williamson County. We have previously executed agreements with Round Rock and Georgetown. There are no costs associated with this agreement.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

ILA

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Richard Semple  
Final Approval Date: 03/28/2019

**Reviewed By**

Andrea Schiele

**Date**

03/28/2019 10:27 AM  
Started On: 03/28/2019 10:05 AM

**INTERLOCAL AGREEMENT BETWEEN  
WILLIAMSON COUNTY, TEXAS AND  
THE CITY OF AUSTIN, TEXAS  
REGARDING THE REGIONAL INFORMATION SHARING FOR EMERGENCY  
RESPONSE (RISER) PROJECT**

This Interlocal Agreement (“Agreement”) is made by and between Williamson County, Texas, a Political Subdivision of the State of Texas (the “County”) and the City of Austin, Texas, (the “City”), both acting by and through their duly authorized representatives.

**WITNESSETH:**

**WHEREAS**, the County and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq;

**WHEREAS**, the City and the County have a need to share public safety data in a secure manner including Computer-Aided Dispatch (“CAD”) data and other sensitive public safety data;

**WHEREAS**, other city, county, regional, or state government entities may desire to participate in sharing data on the connected computer networks, and may become participants after executing and submitting a data sharing agreement (see Exhibit A) per the terms of this Agreement (collectively called “Authorized Participants”);

**WHEREAS**, Authorized Participants (or divisions thereof) shall submit executed data sharing agreements (“DSA”) to the official registry of DSAs on or before the effective date of the DSA. The Authorized Participant (or division thereof) that maintains control and permissions of the data to be shared shall create and submit the DSA, and no DSA can legally bind another Authorized Participant or division thereof that is not subject to the DSA. Wherever possible, the DSA template (Exhibit A) should be used;

**NOW, THEREFORE**, the County and the City agree as follows:

**I. OBLIGATIONS AND AGREEMENTS OF THE COUNTY**

- A. The County shall not remove access by the City or another Authorized Participant unless such action is required to protect the security or integrity of the computer network.
- B. The County shall comply with all applicable government regulations and policies with regard to the data exchanged, transmitted or stored, including (but not limited to) the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology

for Economic and Clinical Health Act (HITECH), the Criminal Justice Information System (CJIS) security policy, and any applicable City of Austin Security policies.

- C. The County shall not be the custodian of record for data maintained by the City or other Authorized Participant and shall therefore direct public information requests to the City or other Authorized Participant.
- D. The County will provide a server, network connectivity, and firewall platform to provide data exchange between the CAD system at the City and other Authorized Participants. The County is responsible for the cost of implementing and maintaining the centralized hardware and software for the CAD data exchange.
- E. The County shall be responsible for firewalls and security of the County's computer network.
- F. The County will work with the City of Austin to set minimum technology standards to connect to the CAD software data exchange.
- G. The County will provide the necessary physical and virtual access to City of Austin employees and third party vendors providing services in support of the CAD data exchange.
- H. The County will maintain support and maintenance agreements for all software, hardware and support services required to support the centralized CAD data exchange.
- I. The County shall be responsible for any issues or costs associated with CAD data exchange that result from changes to the County's network configuration, County policies and procedures, or changes to the County's CAD system.
- J. The County will work with the City to develop a Service Level Agreement that includes roles, responsibilities, response times, recovery point objectives, and recovery time objectives.
- K. The County will not grant access to City CAD data without a data sharing agreement in place. See exhibit A.
- L. The County will create a registry of all data sharing agreements executed by Authorized Participants (or divisions thereof) stored in a database that will be accessible to all parties. This shall be considered the official registry of all agreements between Authorized Participants.

## **II. OBLIGATIONS AND AGREEMENTS OF THE CITY**

- A. The City shall not remove access by the County or another Authorized Participant unless

such action is required to protect the security or integrity of the computer network.

- B. The City shall comply with all applicable government regulations and policies with regard to the data exchanged, transmitted or stored, including (but not limited to) the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and the Criminal Justice Information System (CJIS) security policy.
- C. The City shall not be the custodian of record for data maintained by the County or other Authorized Participant and shall therefore direct open records requests to the County or other Authorized Participant.
- D. The City will work with the County to set minimum technology standards to connect to the CAD software data exchange.
- E. The City shall follow the minimum set of technology standards to connect to the CAD software data exchange hosted by the County.
- F. The City shall provide the necessary network circuit(s) to accomplish the data transfer between the City and County.
- G. The City shall be responsible for firewalls and security of the City's computer network.
- H. The City will not charge the County or other Authorized Participants for operational or capital expenses associated with software licenses, networking and security equipment related to this Agreement.
- I. The City shall be responsible for any issues or costs associated with CAD data exchange that result from changes to the City's network configuration, City policies and procedures, or changes to the City's CAD system.
- J. The City will work with the County to develop a Service Level agreement that includes roles, responsibilities, response times, recovery point objectives, and recovery time objectives.

### III. TERM AND TERMINATION

- A. Term. This Agreement shall be effective for one (1) year from and after the date of execution by all parties, and shall automatically be extended for successive one-year periods if not terminated pursuant to the terms hereof.
- B. Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the other party. Any Authorized Participant may terminate its data sharing agreement for convenience and without cause or further liability upon thirty (30) days written notice submitted to the

official registry.

#### IV. MISCELLANEOUS

- A. Severability. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulations contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.
- B. Law and Venue. This Agreement shall be interpreted, construed, and governed by the laws of the State of Texas. The obligations under this Agreement are performable in Williamson County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this Agreement shall be conducted in a Texas state or federal court with jurisdiction in and over Williamson County, Texas.
- C. Alteration, Amendment, or Modification. Except as otherwise set forth herein, this Agreement may not be altered, amended, or modified except in writing, approved by all parties hereto.
- D. Notice. Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing.

The address of City for hand delivery shall be:

City of Austin  
Attn: IT Corporate Manager  
5010 Old Manor Rd.  
Austin, Texas 78723

The address of City for notice by mail shall be:

City of Austin  
Attn: IT Corporate Manager  
5010 Old Manor Rd.  
Austin, Texas 78723

The address for the County for all notices hereunder shall be:

Bill Gravall  
Williamson County Judge  
710 Main Street, Suite 101

- F. Independent Relationship. Both parties hereto, 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.
- G. 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 hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- H. Compliance with Laws. The parties hereto shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.
- I. Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- 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. Incorporation of Exhibits and Attachments. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- L. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- M. Entire Agreement. This Agreement, including Exhibit A (as mutually amended by the parties), constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The parties hereto understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officer, employees, or other agents to induce execution of this Agreement.

**WHEREFORE**, premises considered, in this Interlocal Agreement is executed to be effective the date of the last party to sign.

**ACCEPTED AND AGREED TO:**

CITY OF AUSTIN, TEXAS

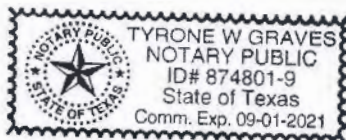
By: Elaine Hart  
Elaine Hart, Deputy City Manager

**APPROVED AS TO FORM:**

By: [Signature]  
Elaine Nicholson, Assistant City Attorney

THE STATE OF TEXAS           §  
  §       ACKNOWLEDGMENT  
COUNTY OF TRAVIS         §

**THIS INSTRUMENT** was acknowledged before me on this 30<sup>th</sup> day of JANUARY, 2019, by Elaine Hart, a person known to be, in her capacity as Deputy City Manager of the City of Austin, a Texas home-rule city, on behalf of said city.



[Signature]  
Notary Public, State of Texas

**ACCEPTED AND AGREED TO:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravall, Williamson County Judge

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
\_\_\_\_\_, General Counsel

THE STATE OF TEXAS           §  
  §       ACKNOWLEDGMENT  
COUNTY OF WILLIAMSON    §

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, \_\_\_\_\_, a person known to me, in his capacity as County Judge of Williamson County, on behalf of the County.

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit A**  
Data Sharing Agreement

This Data Sharing Agreement (“DSA”) is entered into between Williamson County, Texas, a Political Subdivision of the State of Texas (the “County”), the City of Austin, Texas, (the “City”), and \_\_\_\_\_ (“Authorized Participant”). In consideration for accessing information in the data exchange, the Authorized Participant agrees to be subject to the terms of the INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND THE CITY OF AUSTIN, TEXAS REGARDING THE REGIONAL INFORMATION SHARING FOR EMERGENCY RESPONSE (RISER) PROJECT (“Agreement”) and to share information as provided below.

Entity sharing data	
Division(s)/Department(s)	
Primary Contact	
Technical Contact	

Data to be shared:

--

Technical changes needed (permissions/connections)

--

Accessing data:

Entity accessing data	
Division(s)/Department(s)	
Specific User(s) (if applicable)	

Effective (Sharing Start) Date

End Date (if applicable)

Authorized Signature(s):

\_\_\_\_\_  
Organization

By:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Instructions:**

This form is to be used by the entity that maintains the data that is being shared with another entity. This DSA cannot obligate or bind the entity accessing the data. Use one agreement form per entity accessing data.

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 04/02/2019

Spectrum agreement for 1501 Cottonwood Creek Trl.

**Submitted By:** Richard Semple, Information Technology

**Department:** Information Technology

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on an agreement with Charter Communications Operating, LLC (Spectrum) for cable internet service at the EMS station at 1501 Cottonwood Creek Trl.

**Background**

This is an agreement to provide internet service for EMS. It's a month-to-month agreement for cable internet service. This is the same class of internet service now used in other stations. The cost is \$59.99/month. There are no standard County legal terms and conditions, but the service is month-to-month and can be canceled any time.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Contract

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 03/28/2019

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

03/28/2019 10:43 AM

03/28/2019 10:57 AM

Started On: 03/28/2019 10:27 AM



### 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 # 11184743**

Customer Information: Customer Code		
<b>Business Name</b>	WILLIAMSON COUNTY *MASTER* (HQ)	<b>Customer Type:</b>
<b>Federal Tax ID</b>	<b>Tax Exempt Status</b>	<b>Tax Exempt Certificate #</b>
*****6906		
<b>Billing Address</b>		<b>Account Number</b>
<b>Attention To:</b> DIR-TEX-AN-NG-CTSA-008		
301 SE Inner Loop, Suite 105 GEORGETOWN TX 78626		
<b>Billing Contact</b>	<b>Billing Contact Phone</b>	<b>Billing Contact Email Address</b>
Tammy McCulley	(512) 943-1455	tmcculley@wilco.org
<b>Authorized Contact</b>	<b>Authorized Contact Phone</b>	<b>Authorized Contact Email Address</b>
Richard Semple	(512) 943-1489	rsemple@wilco.org
<b>Technical Contact</b>	<b>Technical Contact Phone</b>	<b>Technical Contact Email Address</b>
Thomas G	(254) 220-9475	thomas.gillespie@wilco.org

**Internet and TV Services Order Information For** 1501 Cottonwood Creek Trl Cedar Park TX 78613

**Service Type**

High Speed Internet (HSD)

**New and Revised Services and Monthly Charges At** 1501 Cottonwood Creek Trl , Cedar Park TX 78613

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Spectrum Business Internet	1	\$59.99	\$59.99	Month to Month
<b>*Total</b>			<b>\$59.99</b>	

\*Prices do not include taxes and fees.

**One Time fees At** 1501 Cottonwood Creek Trl , Cedar Park TX 78613

Description	Quantity	Sales Price	Total
Internet Installation	1	\$99.00	\$99.00
<b>Total</b>			<b>\$99.00</b>

\*Prices do not include taxes and fees.

**Special Terms**

**Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

---

**Authorized Signature for Customer**

Bill Gravell

County Judge

---

**Printed Name and Title**

---

**Date Signed**



## SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at <https://enterprise.spectrum.com/> ("Terms of Service"), which are incorporated herein by this reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Hector Carranza  Telephone: (512) 485-1477  Email: hector.carranza@charter.com

Customer Information				
Customer Name (Exact Legal Name): WILLIAMSON COUNTY *MASTER* (HQ)			Main Tel. No.:	
Billing Address: 301 SE Inner Loop, Suite 105	Suite:	City: GEORGETOWN	State: TX	Zip Code: 78626
Billing Contact Name: Tammy McCulley	Tel.No.: (512) 943-1455		E-mail: tmcculley@wilco.org	
Authorized Contact Name: Richard Semple	Tel.No.: (512) 943-1489		E-mail: rsemple@wilco.org	

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

**Customer:** WILLIAMSON COUNTY \*MASTER\* (HQ)

**By:**

**Name (printed):** Bill Gravell

**Title:** County Judge

**Date:**

**Commissioners Court - Regular Session**

**35.**

**Meeting Date:** 04/02/2019

River Ranch County Park Phase I - Change Order 2

**Submitted For:** Randy Bell

**Submitted By:** Randy Bell, Parks

**Department:** Parks

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on River Ranch County Park Phase I development Change Order # 2 from Ritter, Botkin Prime Construction Company, Inc., in the amount of \$91,115.00.

**Background**

The County seeks to relocate the maintenance building, ensure connection of the park residence drive to the main park road system, add hose bibs in a restroom for future maintenance purposes, and add a restroom in the equestrian staging area for visitor health and safety.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

CO 2

CO Funds

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Randy Bell  
Final Approval Date: 03/28/2019

**Reviewed By**

Andrea Schiele

**Date**

03/28/2019 11:45 AM  
Started On: 03/28/2019 11:27 AM



## PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCUSA.COM

20907 Martin Ln Pflugerville, TX 78660

(office) 512.244.7799 (fax) 512.990.9886

### River Ranch County Park Phase 1 Development Change Order No. 02

This Change Order Estimate includes the following modifications to the scopes of work originally contracted for the subject project between **Ritter – Botkin Prime Construction Company Inc.** (Contractor) **Williamson County** (Owner):

#### SCOPE:

Furnish and install all materials, tools, and labor required for the following scopes of work

1. Relocate Maintenance Building \$6,871.00
  - Includes design, wet utilities, dry utilities, OSSF and earthwork
  
2. Residential driveway extension w/ concrete \$3,382.00
  - ~405sf;
  - Use existing driveway design
  - Place concurrently with park concrete
  - Tie into park road system
  
4. Furnish and install (2) new interior hose bibs \$1,265.00
  - Includes keyed bibs
  - (1) in men's restroom; (1) in women's restroom
  - Located under sink
  
5. Furnish and install (1) new double pit toilet w/ concrete walk \$79,597.00

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated above. This change order will only become effective, in whole, with signatures from both parties noted below.



# PRIME CONSTRUCTION COMPANY, INC.

WWW.PCCIUSA.COM

20907 Martin Ln Pflugerville, TX 78660

(office) 512.244.7799 (fax) 512.990.9886

Current Contract Amount: \$ 11,804,145.26

Change Order 01: \$ 91,115.00

New Contract Amount: \$ 11,895,260.26

Williamson County

Prime Construction Company Inc.

\_\_\_\_\_  
Signature / Date

BR  
Signature / Date

3-28-19

\_\_\_\_\_  
Printed Name

Brian Ritter  
Printed Name

Design Workshop

Alex Ramirez 032819  
Signature / Date

ALEX RAMIREZ  
Printed Name

## Williamson County - Job Cost Tracking Log

Project: P315 / P351 - Roads

River Ranch County Park Phase I

Change Order: #1, #2

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	Funding Breakdown		Total Updated Contract Amount
				Cost of Work	Owner Contingency	
Contract			365	\$ 11,040,192.26	\$ 2,000,000.00	\$ 13,040,192.26
1	12/11/2018	Contractor	90	\$ 763,953.00	\$ (763,953.00)	\$ 13,040,192.26
2	4/2/2019	Owner	0	\$ 91,115.00	\$ (91,115.00)	\$ 13,040,192.26
3			0	\$ -	\$ -	\$ 13,040,192.26
4			0	\$ -	\$ -	\$ 13,040,192.26
5						\$ 13,040,192.26
6						\$ 13,040,192.26
7						\$ 13,040,192.26
8						\$ 13,040,192.26
9						\$ 13,040,192.26
10						\$ 13,040,192.26
11						\$ 13,040,192.26
12						\$ 13,040,192.26
13						\$ 13,040,192.26
14						\$ 13,040,192.26
15						\$ 13,040,192.26
16						\$ 13,040,192.26
17						\$ 13,040,192.26
18						\$ 13,040,192.26
19						\$ 13,040,192.26
20						\$ 13,040,192.26
21						\$ 13,040,192.26
22						\$ 13,040,192.26
23						\$ 13,040,192.26
24						\$ 13,040,192.26
25						\$ 13,040,192.26
26						\$ 13,040,192.26
27						\$ 13,040,192.26
28						\$ 13,040,192.26
29						\$ 13,040,192.26
30						\$ 13,040,192.26
						\$ 13,040,192.26
			<b>90</b>	<b>\$ 11,895,260.26</b>	<b>\$ 1,144,932.00</b>	<b>\$ 13,040,192.26</b>

**Commissioners Court - Regular Session**

**36.**

**Meeting Date:** 04/02/2019

Postage Lease for JP4

**Submitted For:** Randy Barker

**Submitted By:** Erica Smith, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving a lease agreement between Pitney Bowes, Inc. and Williamson County for postage equipment/services in the amount of \$423.48 per month for 60 months, pursuant to BuyBoard Contract #576-18, and authorizing execution of the agreement.

**Background**

This lease will support the operations of the Williamson County Justice of the Peace Precinct 4 Office. The new lease is for a term of 60 months at a rate of \$423.48 per month, billed quarterly at \$1,270.44. This expenditure will be charged to 01.0100.0454.004216. LIT was approved on 3/26 agenda. Department contact is Jessica Tiedt.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Lease

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Erica Smith  
Final Approval Date: 03/28/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

03/28/2019 09:16 AM  
03/28/2019 10:19 AM  
Started On: 03/26/2019 08:51 AM



1	M9SS	Mailstream Intellink Services
1	MPOX	Differential Weigh 2, 5, & 10lb scale
1	MSD1	10" Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	NV10	INVIEW TMR Web Acct Bundle Single only
1	NV2A	INVIEW Custom Reports and Training
1	NV90	NV90 - INVIEW Subscription
1	PTJ1	Postal Shipping
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SBDS	Barcode Scanner
1	SJM5	SoftGuard for SendPro P1500
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

**Your Payment Plan**

<b>Initial Term:</b> 60 months	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
60	\$ 423.48	\$ 1,270.44

*\*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
- 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.

576-18  
State/Entity's Contract#  
  
X  
Lessee Signature  
Bill Gravell  
Print Name  
County Judge  
Title  
X  
Date  
jessica.tiedt@wilco.org  
Email Address

*[Handwritten Signature]*  
Pitney Bowes Signature  
Print Name  
Title  
Date  
*[Handwritten: C. Donoho, Ops, 12/27/19]*

**Sales Information**

Stanford Todd	stanford.todd@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

**Information Return for Small Tax-Exempt  
Governmental Bond Issues, Leases, and Installment Sales**

(Rev. January 2012)  
Department of the Treasury  
Internal Revenue Service

Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

**Part I Reporting Authority** Check box if Amended Return

1 Issuer's name  
Williamson County Justice of the Peace Precinct 4

2 Issuer's employer identification number

3 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
211 W 6th St

4 City, town, or post office, state, and ZIP code  
Taylor TX 76574-3539

5 Report number (For IRS Use Only)

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information

7 Telephone number of officer or legal representative

**Part II Description of Obligations** Check one: a single issue  or a consolidated return

8a Issue price of obligation(s) (see instructions) 8a \$11,064.73

b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions)

9 Amount of the reported obligation(s) on line 8a that is:

a For leases for vehicles	9a	
b For leases for office equipment	9b	\$11,064.73
c For leases for real property	9c	
d For leases for other (see instructions)	9d	
e For bank loans for vehicles	9e	
f For bank loans for office equipment	9f	
g For bank loans for real property	9g	
h For bank loans for other (see instructions)	9h	
i Used to refund prior issue(s)	9i	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k Other	9k	

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)

12 Vendor's or bank's name: Pitney Bowes Inc.

13 Vendor's or bank's employer identification number: 06 0495050

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ Type or print name and title \_\_\_\_\_

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name	Firm's EIN			
Firm's address	Phone no.			

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted

**What's New**

The IRS has created a page on IRS.gov for information about the Form 8038 series and its Instructions, at [www.irs.gov/form8038](http://www.irs.gov/form8038). Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.**

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

**When To File**

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

**Where To File**

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

**Other Forms That May Be Required**

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

**Rounding to Whole Dollars**

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

**Definitions**

**Obligations.** This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

**Tax-exempt obligation.** This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue.** Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

**Specific Instructions**

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

**Part I—Reporting Authority**

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Lines 3 and 4.** Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

**Note.** The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

## Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

**Line 8a.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Line 8b.** For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

**Lines 9a through 9h.** Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

**Lines 9i and 9j.** For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

**Lines 9k.** Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

**Line 10.** Check this box if the issuer has designated any issue as a "small issuer exception" under section 285(b)(3)(B)(i)(III).

**Line 11.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

**Line 12.** Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

**Line 13.** Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

## Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

**Note.** If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

## Paid Preparer

If an authorized representative of the issuer filed in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the Paid Preparer Use Only area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

## Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law.

Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form . . . . . 4 hr., 46 min.

Preparing the form . . . . . 2 hr., 22 min.

Copying, assembling, and sending the form to the IRS . . . . . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

**Commissioners Court - Regular Session**

37.

**Meeting Date:** 04/02/2019

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

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**Information**

**Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 03/25/2019

**Reviewed By**

Andrea Schiele

**Date**

03/25/2019 11:30 AM

Started On: 03/25/2019 11:28 AM

**Commissioners Court - Regular Session**

**38.**

**Meeting Date:** 04/02/2019

Taylor Liquid Asphalt Tank

**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 Texas Patcher LLC to provide Repair Services for a Liquid Asphalt Tank in the amount of \$4,952.00 and authorizing execution of the agreement.

**Background**

This agreement is to remove & replace inoperable Heating Blankets (4) and Rusted Float Track Cables, scrape & re-paint Safety Cage, install Insulation to improve heating, scrape & seal rusted manway, re-align Agitator Gear Assembly Pulley, and remove & replace rusted Float Track Assembly Cables & Pulleys.. Department point of contact is Jeff Ivey. Funding Source 01.0200.0210.004543

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Taylor Liquid Contract](#)

[Taylor Liquid quote](#)

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 03/28/2019

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

03/28/2019 09:27 AM

03/28/2019 10:39 AM

Started On: 03/27/2019 08:11 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT**  
**(Taylor Liquid Asphalt Tank Serial #70690)**

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**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 **Texas Patcher LLC**, 6424 Llano Stage Trail, Austin, TX 78738 (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, dated March 19, 2019, which is designated Exhibit “A” and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit “A,” such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

**II.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time for the specific project and

shall terminate upon project completion or when terminated pursuant to paragraph X below.

### III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is \$4,952.00, 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.

<b>Type of Coverage</b>	<b>Limits of Liability</b>
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

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

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

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

**V.**

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

- A. As described in the attached Statement of Work/Quotation, dated March 19, 2019, which is designated Exhibit “A” and 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:**

**SERVICEPROVIDER:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Brett Denney  
\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2019

Date: March 25 \_\_\_\_\_, 2019

**Exhibit "A"**  
**Statement of Work/Quotation,**  
**Dated March 19, 2019**  
**(Incorporated herein as if copied in full)**

Texas Patcher LLC  
EIN: 81-3231187  
6424 Llano Stage Trail  
Austin TX 78738  
512-557-3009



QUOTE # 319192 3.19.2019

BILL TO	SHIP TO	INSTRUCTIONS
Williamson County	Same	Taylor Liquid Asphalt Tank Serial # 70690

QUANTITY	DESCRIPTION	TOTAL
1	Remove & replace inoperable Heating Blankets x4. Install Insulation to improve current lack of heating. Remove & replace rusted Float Track Cables. Scrape & re-paint rusted Safety Cage. Scrape & seal rusted manway. Re-align Agitator Gear Assembly Pulley. Remove & replace rusted Float Track Assembly Cables & Pulleys.	\$4,952

SHIPPING & HANDLING	N/A
TOTAL	\$4,952

**Commissioners Court - Regular Session**

**39.**

**Meeting Date:** 04/02/2019

Steinbomer WA1 Justice Center Court Room Renovation

**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 1 in the amount of \$80,000.00 to expire March 31, 2020 under Williamson County Contract for Architectural and Engineering Services between Steinbomer & Associates, Architects, Inc. and Williamson County dated January 30, 2019 for Justice Center Court Room Renovation.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Steinbomer WA1 Justice Center Court Room Renovation](#)

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/28/2019

**Reviewed By**

Hal Hawes

Andrea Schiele

**Date**

03/27/2019 04:39 PM

03/28/2019 08:26 AM

Started On: 03/26/2019 09:12 AM

**WORK AUTHORIZATION NO. 1**

**PROJECT: Justice Center Court Room Renovation**

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 **Steinbomer & Associates, Architects, Inc.** (the "A/E").

Part 1. 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 **\$80,000.00**.

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 **March 31, 2020**. 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 25 day of MARCH, 2019.

A/E:

Steinbomer & Associates, Architects, Inc.

COUNTY:

Williamson County, Texas

By: Jed E. Duhon  
Signature

By: \_\_\_\_\_  
Signature

JED E. DUHON  
Printed Name

Bill Gravel, Jr.  
Printed Name

PRINCIPAL  
Title

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 page.



March 19, 2019

Mr. Bob Lubecker  
Facilities Project Manager  
Williamson County  
3101 SE Inner Loop  
Georgetown, Texas 78626

RE: Williamson County Justice Center Renovations Feasibility Study Scope and Cost Proposal

Dear Mr. Lubecker:

We at **Steinbomer & Associates, Architects, Inc.** (dba **Studio Steinbomer**) are pleased to provide you with the following fee proposal to provide the necessary architectural and engineering services for the initial needs assessment, conceptual design, and cost estimating services for the renovations to the existing Williamson County Justice Center in Georgetown, Texas. Our consulting engineers and specialists were specifically selected for this project for their depth of knowledge and our proven experience and history of working on multiple projects such as this. Our consultant team consists of:

- **Wilson & Girgenti, LLC** – Mechanical, Electrical and Plumbing Engineering Services
- **DataCom Design Group** – Information Technology and Security Planning Consulting Services
- **Emporium Estimates**– Construction Cost Estimating Services

## I. PROJECT PARAMETERS

We understand the scope of work for this project to be as follows:

- Convert existing, first floor shell space into a new District Court Room
- Renovate the existing attic storage and mechanical space to accommodate new offices
- Convert existing, first floor employee break room into offices for the District Clerk
- Create a new employee break room on the second floor
- Renovate the District Attorney's office to update light fixtures and create additional conference space
- Renovate the existing, first floor Grand Jury restrooms to create private restrooms for use by the District Attorney's office
- Renovate the public restrooms on the first floor with new finishes and fixtures
- Renovate the existing, basement-level Jury Call Room into a new court room
- Replace existing light fixtures and ceiling grid and tile in the basement corridors and Jury Call Room with LED fixtures and heavier ceiling grid and new ceiling tile
- Renovate the existing, first floor County Attorney Civil Division offices to create three new offices

- Investigate sanitary drainage from the first floor men's restroom and roof drainage backup in the basement and first floor areas

## II. DETAILED SCOPE

### Part 1 – Programming and Needs Assessment

The Programming and Needs Assessment shall establish and address the requirements, goals, and constraints for the project, and shall include the following services:

- Organize meetings (assumes up to 4 meetings total) with key project stakeholders to establish project goals and to achieve the following:
  - Develop and refine a building space/use program, including sizing of desired spaces, for the full program scope of the project
  - Present the Program to project stakeholders
- Perform necessary building, state, and local code reviews for compliance with regulations and guidelines
- Organize and conduct one (1) meeting with key project stakeholders to review the resultant space/use programming and needs assessment document for approval prior to commencement of Schematic Design

### Part 2 – Concept/Schematic Design and Cost Estimate:

The primary objective of the Concept/Schematic Design Phase is to layout and establish the project scope within the requirements of the Project, and to ensure that multiple options have been explored, reviewed and analyzed. Based on the approved summary of needs assessment, the Concept/Schematic Design Phase shall include the following deliverables, related services and activities:

- Concept/Schematic Sketches: based upon the approved space/use program, the A/E team shall provide the following:
  - Two (2) to three (3) architectural floor plan layout options for the various spaces being renovated
  - One (1) meeting with stakeholders to review the layout options
  - One (1) round of revisions to achieve the preferred space layout for the Project
- Written description of materials, components, and systems (MEP, IT, Security) to be incorporated into the Project
- Updated space/use program reflecting sizes of all spaces
- Updated Code Review for the approved Schematic Design
- Schematic Design Cost Estimate based upon the approved Schematic Design
- One (1) meeting with the County to present the Schematic Design deliverables



**III. ITEMIZED COST PROPOSAL**

**Basic Services**

Basic Services are those services provided by Studio Steinbomer, Wilson & Girgenti, DataCom Design Group, and Emporium Estimates. The fees to provide the anticipated services outlined above shall be lump sum fee to be billed monthly according to the phase and percent completion of the work:

<u>Part 1 – Programming and Needs Assessment</u>	
Architectural Services:	\$ 16,500
MEP Engineering Services:	\$ 8,800
Subtotal:	\$ 25,300
<u>Part 2 – Concept/Schematic Design and Cost Estimate</u>	
Architectural Services:	\$ 28,500
MEP Engineering Services:	\$ 13,200
IT and Security Planning Consulting Services:	\$ 6,380
Construction Cost Estimating Services:	\$ 1,210
Subtotal:	\$ 49,290
<b>Total Basic Services Fees:</b>	<b>\$ 74,590</b>

**IV. BILLING RATES**

HOURLY RATES:

**SB&V Architects**

<u>Classification of Employee</u>	<u>Hourly Rate</u>
Principal.....	\$ 180.00
Senior Architect.....	\$ 160.00
Architect.....	\$ 130.00
Senior Project Manager.....	\$ 125.00
Project Manager.....	\$ 120.00
Associate Designer IV.....	\$ 110.00
Associate Designer III.....	\$ 100.00
Associate Designer II.....	\$ 90.00
Associate Designer I.....	\$ 80.00
Clerical.....	\$ 55.00

**Wilson & Girgenti**

<u>Classification of Employee</u>	<u>Hourly Rate</u>
Principal .....	\$ 240.00
Senior Engineer/Project Manager .....	\$ 180.00
Engineer/Sr. Designer .....	\$ 140.00
Designer .....	\$ 125.00
Draftsman .....	\$ 110.00
Administrative .....	\$ 75.00

**V. REIMBURSABLE EXPENSES:**

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include, but are not limited to, long distance communications, mileage, printing and reproductions, delivery services, and subconsultants necessary for your project. These expenses will be billed at cost.

**VI. ASSUMPTIONS, EXCLUSIONS, AND CONDITIONS:**

The scope of services presented herein and associated costs are based upon the design team’s understanding of the proposed project scope. Changes in the project that affect the underlying contract assumptions may impact the required professional service fee.

This proposal is based on the following assumptions and conditions:

- This proposal assumes that any as-built documentation available for the existing building, including digital forms such as PDFs or CAD files, will be shared by the County. If documentation of existing conditions is necessary for the scope of work to be performed, it shall be handled as an additional service.
- The County will provide access to the building as necessary for field investigation. This Project will not pursue LEED Certification. All Energy modeling, commissioning, and/or life cycle cost analysis is excluded.
- Any additional design studies beyond those described, or any changes to the approved design, may be provided as an additional service billed on an hourly basis.
- Attendance at meetings or presentations other than those listed may be accommodated as an additional service billed at the hourly rates.
- Services and fees for geotechnical engineering are based on worst-case scenarios and may be adjusted once the scope of the project is determined.
- We bill clients monthly for our services and ask that clients understand that all invoices are due upon receipt. Amounts unpaid forty-five days after the invoice date shall bear interest at the rate of 10% per annum. Regrettably, we must suspend work on the project if payment is not received within 45 days from the date of the invoice.



- Projects put on hold, at the client's request, for a period of one year or more are subject to Billing Rates in effect at the time the project is restarted.
- The drawings we create are the instruments of conveyance of services performed, and are not subject to state sales tax. All drawings created by our firm remain the property of this firm and may not be used by any other person or companies for any other construction or research purposes.

We thank you for this opportunity and look forward to working with you.

Sincerely,

Studio Steinbomer

ACCEPTED:

---

Name

Date

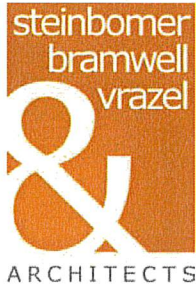
The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, (512) 305-9000.

### **Attachment C - Work Schedule**

Work shall begin immediately upon receipt of agreement between County and Steinbomer & Associates, Architects, Inc. Work schedules will be developed as work is assigned.

**Attachment D - Fee Schedule**

Please see next pages.



## GENERAL TERMS AND CONDITIONS

Year 2019 Hourly Billing Rates for Architectural Services:

Principal	\$180
Senior Architect	\$160
Architect	\$130
Senior Project Manager	\$125
Project Manager	\$120
Associate Designer IV	\$110
Associate Designer III	\$100
Associate Designer II	\$ 90
Associate Designer I	\$ 80
Student Intern	\$ 55
Clerical	\$ 55

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include photography, printing and reproductions, delivery services and subconsultants necessary for your project. These expenses will be billed at cost.

The drawings we create are the instruments of conveyance of services performed, and are not subject to state sales tax. All drawings created by our firm remain the property of this firm and may not be used by any other person or companies for any other construction or research purposes.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, (512) 305-9000.



**Wilson & Girgenti**

<u>Classification of Employee</u>	<u>Hourly Rate</u>
Principal .....	\$ 240.00
Senior Engineer/Project Manager .....	\$ 180.00
Engineer/Sr. Designer .....	\$ 140.00
Designer .....	\$ 125.00
Draftsman .....	\$ 110.00
Administrative .....	\$ 75.00

**V. REIMBURSABLE EXPENSES:**

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include, but are not limited to, long distance communications, mileage, printing and reproductions, delivery services, and subconsultants necessary for your project. These expenses will be billed at cost.



March 21, 2019

Mr. Bob Lubecker  
Facilities Project Manager  
Williamson County  
3101 SE Inner Loop  
Georgetown, Texas 78626

RE: Williamson County Justice Center Renovations Feasibility Study Scope and Cost Proposal – Hourly Rates

Dear Mr. Lubecker:

Below are the hourly rates for Emporium Estimates and DataCom Design Group:

Emporium Estimates: \$25/hour

DataCom Design Group:

Principal	198.00
Associate Principal	186.00
Senior Project Manager	179.00
Senior Technology Consultant	160.00
Technology Consultant	138.00
Contract Administration	98.00
Technology Support (CAD/BIM)	67.00
Administrative / Accounting	58.00

**Commissioners Court - Regular Session**

**40.**

**Meeting Date:** 04/02/2019

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 Jorge L. Gonzalez for right of way needed on the Hairy Man Rd. project (Parcel S6). Funding: Road Bonds P284

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

[Gonzalez Contract](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/28/2019

**Reviewed By**

Andrea Schiele

**Date**

03/28/2019 10:21 AM

Started On: 03/28/2019 10:16 AM

## **REAL ESTATE CONTRACT**

Hairy Man Rd.

THIS REAL ESTATE CONTRACT ("Contract") is made by **JORGE L. GONZALEZ** (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 those three certain tracts of land being 0.030 acre (1,324 square feet), 0.006 acre (266 square feet), and 0.037 acre (1,605 square feet), located in the Elisha McDaniel Survey, Abstract No. 441, Williamson County, Texas; said tracts being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel S6—Parts 1-3**);

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 TWELVE THOUSAND THREE HUNDRED TWENTY and 00/100 Dollars (\$12,320.00).

#### **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:**

  
\_\_\_\_\_  
Jorge L. Gonzalez

Address:

2211 Hairy Man Rd.  
Round Rock, TX 78681

Date:

3/26/19

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

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

Date: \_\_\_\_\_

# EXHIBIT "A"

## METES AND BOUNDS DESCRIPTION

### ROW PARCEL S6 – PART 1

BEING A 0.030 ACRE (1,324 SQUARE FEET) TRACT OF LAND IN THE ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 5.985 ACRE TRACT OF LAND CONVEYED TO JORGE L. GONZALEZ, DESCRIBED IN DOCUMENT NO. 2006030815 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.030 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 northeast corner of said remnant portion of the 5.985 acre Gonzalez tract and the northwest corner 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, same being on the south right-of-way line of Hairy Man Road for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, **S 31°47'48" E** with the east boundary line of said remnant portion of the 5.985 acre Gonzalez tract and the west boundary line of said 2.005 acre Smith tract for a distance of **5.07 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southeast 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 remnant portion of the 5.985 acre Gonzalez tract, bears S 31°47'48" E for a distance of 430.58 feet;

THENCE, through the interior of said remnant portion of the 5.985 acre Gonzalez tract, the following six (6) courses and distances:

1. **S 49°33'23" W** for a distance of **4.10 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the beginning of a curve to the left;
2. With said curve to the left an arc length of **71.41 feet**, said curve having a radius of **677.00 feet**, a delta angle of **06°02'37"** and a chord which bears **S 46°32'05" W** for a distance of **71.38 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the end of this curve;
3. **S 46°29'14" E** for a distance of **0.50 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the beginning of a curve to the left;
4. With said curve to the left an arc length of **158.70 feet**, said curve having a radius of **676.50 feet**, a delta angle of **13°26'28"** and a chord which bears **S 36°47'32" W**

for a distance of **158.34 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the end of this curve;

5. **S 30°04'18" W** for a distance of **67.73 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southwest corner hereof;
6. **N 59°55'42" W** for a distance of **3.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on said south right-of-way line of Hairy Man Road, same being on the north boundary line of said remnant portion of the 5.985 acre Gonzalez tract, same being on the south boundary line of the called 1.773 acre tract of land conveyed to the County of Williamson, recorded in Volume 1917, Page 515 of the Official Records of Williamson County, Texas, for the northwest corner hereof;

THENCE, **N 36°02'33" E** with the north boundary line of said remnant portion of the 5.985 acre Jorge L. Gonzalez tract, said south boundary line of the 1.773 acre County of Williamson tract and said south right-of-way line of Hairy Man Road for a distance of **21.41 feet** to a calculated point on the east corner of said 1.773 acre County of Williamson tract, for an angle point hereof, from which a 1/2" iron rod found monumenting the most southerly corner of Lot 26, Block A, Creek Bend Section I, a subdivision recorded in Cabinet E, Slide 238 of the Plat Records of Williamson County, Texas, same being on an angle point in the north boundary line of said 1.773 acre County of Williamson tract, same being on the north right-of-way line of said Hairy Man Road, bears **S 69°00'34" W** for a distance of 72.85 feet;

THENCE, with the north boundary line of said remnant portion of the 5.985 acre Jorge L. Gonzalez and said south right-of-way line of Hairy Man Road, the following two (2) courses and distances:

1. **N 27°16'12" E** for a distance of **120.49 feet** to a calculated point;
2. **N 44°53'08" E** for a distance of **163.59 feet** to the **POINT OF BEGINNING** hereof and containing 0.030 acre of land more or less.

#### **ROW PARCEL S6 - PART 2**

BEING A 0.006 ACRE (266 SQUARE FEET) TRACT OF LAND IN THE ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 5.985 ACRE TRACT OF LAND CONVEYED TO JORGE L. GONZALEZ, DESCRIBED IN DOCUMENT NO. 2006030815 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY,

TEXAS. SAID 0.006 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Grid Coordinates: N=10164045.94, E=3121866.92) monumenting the northeast corner of said remnant portion of the 5.985 acre Gonzalez tract and the northwest corner 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, same being on the south right-of-way line of Hairy Man Road, 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 remnant portion of the 5.985 acre Gonzalez tract, bears S 31°47'48" E for a distance of 435.65 feet;

THENCE, with the north boundary line of said remnant portion of the 5.985 acre Gonzalez tract and said south right-of-way line of Hairy Man Road, the following two (2) courses and distances:

1. S 44°53'08" W for a distance of 163.59 feet to a calculated point;
2. S 27°16'12" W for a distance of 120.49 feet to a calculated point on the east corner of the called 1.773 acre tract of land conveyed to the County of Williamson, recorded in Volume 1917, Page 515 of the Official Public Records of Williamson County, Texas, from which a 1/2" iron rod found monumenting the most southerly corner of Lot 26, Block A, Creek Bend Section I, a subdivision recorded in Cabinet E, Slide 238 of the Plat Records of Williamson County, Texas, same being on an angle point in the north boundary line of said 1.773 acre County of Williamson tract, same being on the north right-of-way line of said Hairy Man Road, bears S 69°00'34" W for a distance of 72.85 feet;

THENCE, S 36°02'33" W with the north boundary line of said remnant portion of the 5.985 acre Gonzalez tract, the south boundary line of said 1.773 acre County of Williamson tract and said south right-of-way line of Hairy Man Road for a distance of 21.41 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for the north corner and **POINT OF BEGINNING** (Grid Coordinates: N= 10160805.97, E=3121683.68) hereof;

THENCE, through the interior of said remnant portion of the 5.985 acre Gonzalez tract, the following three (3) courses and distances:

1. **S 30°04'18" W** for a distance of **28.84 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying";
2. **S 31°51'50" W** for a distance of **0.27 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the beginning of a curve to the right;

3. With said curve to the right an arc length of **60.52 feet**, said curve having a radius of **617.50 feet**, a delta angle of **05°36'54"** and a chord which bears **S 34°40'17" W** for a distance of **60.49 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the north boundary line of said remnant portion of the 5.985 acre Gonzalez tract, the south boundary line of said 1.773 acre County of Williamson tract and said south right-of-way line of Hairy Man Road, for the south corner hereof

THENCE, with the north boundary line of said remnant portion of the 5.985 acre Gonzalez tract, the south boundary line of said 1.773 acre County of Williamson tract and said south right-of-way line of Hairy Man Road, the following two (2) courses and distances:

1. **N 19°39'09" E** for a distance of **15.83 feet** to a calculated point;
2. **N 36°02'33" E** for a distance of **74.24 feet** to the **POINT OF BEGINNING** hereof and containing 0.006 acre of land more or less.

### **ROW PARCEL S6 - PART 3**

BEING A 0.037 ACRE (1,605 SQUARE FEET) TRACT OF LAND IN THE ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 5.985 ACRE TRACT OF LAND CONVEYED TO JORGE L. GONZALEZ, DESCRIBED IN DOCUMENT NO. 2006030815 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.037 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with aluminum cap found marked "CORR" (Grid Coordinates: N=10163390.36, E=3121065.40) monumenting a point of curvature in the east boundary line of the called 5.331 acre tract of land conveyed to the City of Round Rock, Texas, recorded in Document No. 2014092339 of the Official Public Records of Williamson County, Texas;

THENCE, with a curve to the left an arc length of 84.47 feet, said curve having a radius of 1071.83 feet, a delta angle of 04°30'56" and a chord which bears N 43°48'31" E for a distance of 84.45 feet to a calculated point on the northeast corner of said 5.331 acre City of Round Rock, Texas tract and the southeast corner of the called 0.067 acre tract of land conveyed to the City of Round Rock, Texas, recorded in Document No. 2014078757 of the Official Public Records of Williamson County, Texas, same being the southwest corner of the said remnant portion of the 5.985 acre Gonzalez tract;

THENCE, N 38°39'06" E with the west boundary line of said remnant portion of the 5.985 acre Gonzalez tract and the east boundary line of said 0.067 acre City of Round Rock,

Texas tract for a distance of 99.51 feet to a calculated point on the northwest corner of said remnant portion of the 5.985 acre Gonzalez tract and the northeast corner of said 0.067 acre City of Round Rock, Texas tract, same being on the south boundary line of the called 1.773 acre tract of land conveyed to the County of Williamson, same being on the south right-of-way line of Hairy Man Road;

THENCE, N 75°50'46" E with the north boundary line of said remnant portion of the 5.985 acre Gonzalez tract, the south boundary line of said 1.773 acre County of Williamson tract and said south right-of-way line of Hairy Man Road for a distance of 149.43 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", for the northwest corner and **POINT OF BEGINNING** (Grid Coordinates: N=10163565.54, E=3121330.87) hereof;

THENCE, continuing with said north boundary line of the remnant portion of the 5.985 acre Gonzalez tract, the south boundary line of said 1.773 acre County of Williamson tract and said south right-of-way line of Hairy Man Road, the following three (3) courses and distances:

1. **N 75°50'46" E** for a distance of **60.74 feet** to a 3/4" iron pipe found;
2. **N 71°35'40" E** for a distance of **69.56 feet** to a calculated point;
3. **N 76°37'41" E** for a distance of **81.49 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the east corner hereof, from which a 1" iron pipe found monumenting an angle point in said north boundary line of the remnant portion of the 5.985 acre Gonzalez tract, said south boundary line of the 1.773 acre County of Williamson tract and said south right-of-way line of Hairy Man Road, bears N 76°37'41" E for a distance of 22.10 feet;

THENCE, through the interior of said remnant portion of the 5.985 acre Gonzalez tract, the following four (4) courses and distances:

1. With a curve to the right an arc length of **43.65 feet**, said curve having a radius of **227.00 feet**, a delta angle of **11°01'04"** and a chord which bears **S 65°31'28" W** for a distance of **43.58 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the beginning of a compound curve to the right;
2. With said curve to the right an arc length of **145.97 feet**, said curve having a radius of **1027.00 feet**, a delta angle of **08°08'36"** and a chord which bears **S 75°12'56" W** for a distance of **145.84 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the end of this curve;
3. **S 79°11'31" W** for a distance of **23.15 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southwest corner hereof;

4. **N 10°48'29" W** for a distance of **4.03 feet** to the **POINT OF BEGINNING** hereof and containing 0.037 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00011

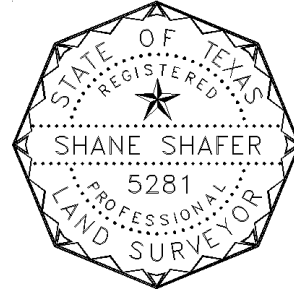
<> *DIAMOND SURVEYING, INC.*  
116 SKYLINE ROAD, GEORGETOWN, TX 78628  
(512) 931-3100  
T.B.P.L.S. FIRM NO. 10006900



July 31, 2018

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SHANE SHAFER, R.P.L.S. NO. 5281      DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\S6\ROW PARCEL S6.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.030 ACRE (1,324 SQUARE FEET) TRACT OF LAND IN THE ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 5,985 ACRE TRACT OF LAND CONVEYED TO JORGE L. GONZALEZ AS DESCRIBED IN DOCUMENT NO. 2006030815 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SCALE: 1" = 60'

PROPERTY ADDRESS: 2211 HAIRY MAN ROAD, ROUND ROCK, TEXAS 78681

LOT 27  
LOT 26  
LOT 25  
LOT 24  
LOT 21  
LOT 20  
LOT 19  
LOT 18

GRID COORDINATES:  
N=10164045.94  
E=3121866.92

LOT 19  
BLOCK A

COUNTY OF WILLIAMSON  
CALLED 1,773 ACRES  
VOL. 1917, PG. 515

HAIRY MAN ROAD  
ASPHALT ROADWAY

S31°47'48"E 430.58'

JORGE L. GONZALEZ  
REMNANT PORTION OF  
CALLED 5,985 ACRES  
DOC. NO. 2006030815

PARCEL S6  
PART 1  
0.030 ACRES  
(1,324 SQ. FT.)

F.E.M.A.  
(ZONE AE)

F.E.M.A.  
(ZONE X - SHADED)

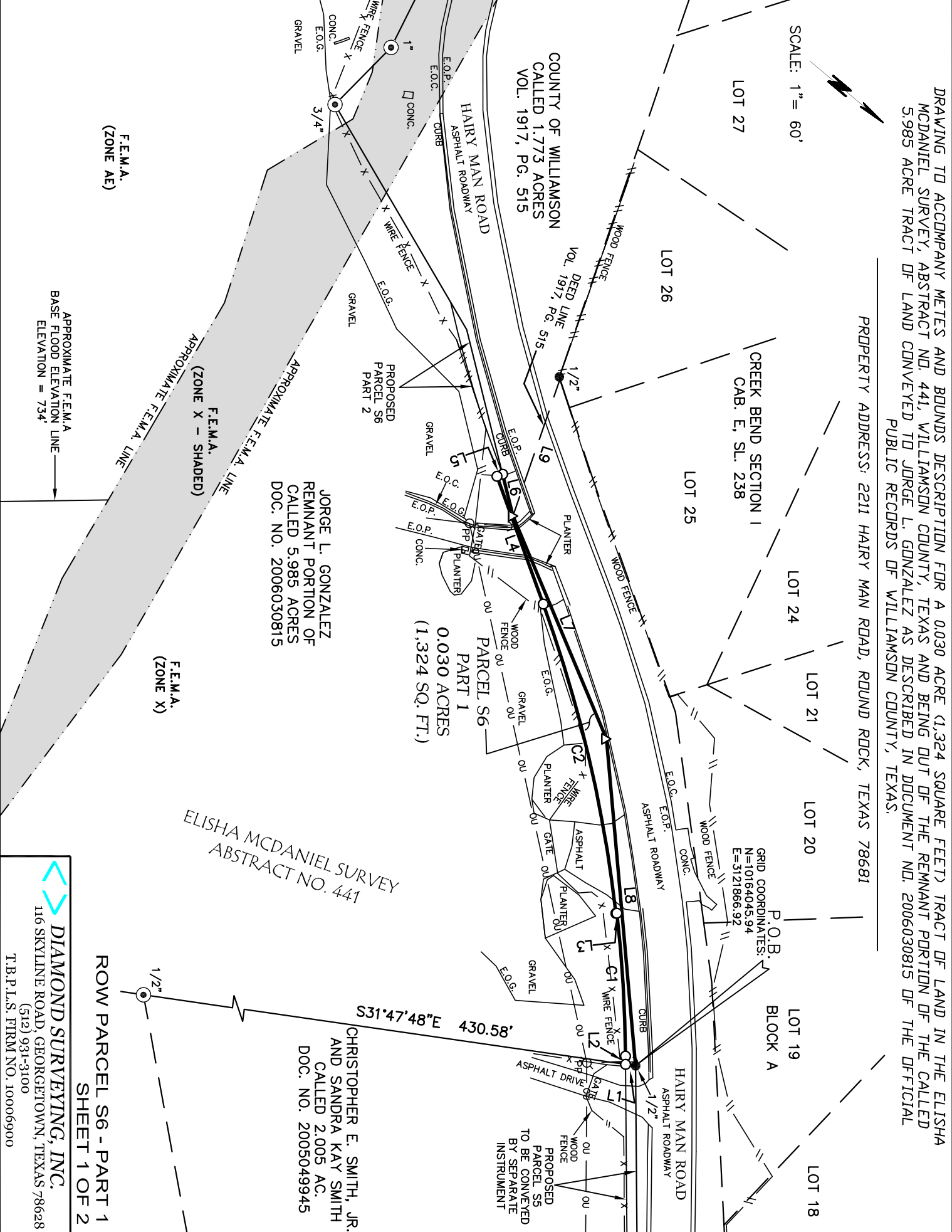
F.E.M.A.  
(ZONE X)

ELISHA MCDANIEL SURVEY  
ABSTRACT NO. 441

CHRISTOPHER E. SMITH, JR.  
AND SANDRA KAY SMITH  
CALLED 2,005 AC.  
DOC. NO. 2005049945

ROW PARCEL S6 - PART 1  
SHEET 1 OF 2

**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 0.030 ACRE (1,324 SQUARE FEET) TRACT OF LAND IN THE ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 5.985 ACRE TRACT OF LAND CONVEYED TO JORGE L. GONZALEZ AS DESCRIBED IN DOCUMENT NO. 2006030815 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 2211 HAIRY MAN ROAD, ROUND ROCK, TEXAS 78681

**LEGEND**

- IRON PIPE FOUND
- IRON ROD FOUND
- 1/2" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
- <sup>PP</sup> POWER POLE
- GUY ANCHOR
- x — WIRE FENCE
- \ — WOOD FENCE
- ou — OVERHEAD UTILITIES
- — APPROXIMATE F.E.M.A. LINE
- CONC. CONCRETE
- E.O.P. EDGE OF PAVEMENT
- E.O.C. EDGE OF CONCRETE
- E.O.G. EDGE OF GRAVEL
- P.O.B. POINT OF BEGINNING
- F.E.M.A. FEDERAL EMERGENCY MANAGEMENT AGENCY

**TITLE COMMITMENT NOTES:**

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 1825236-KFD, which bears an effective date of June 8, 2018 and an issued date of June 20, 2018 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10e) Wastewater Easement and Right-of-way, granted to Lower Colorado River Authority, recorded in Document No. 2003034239, Official Public Records, Williamson County, Texas and Assignment of Easements, to City of Austin, Texas, City of Cedar Park, Texas and City of Round Rock, Texas, recorded in Document No. 2009089311, Official Public Records, Williamson County, Texas. Not a part of subject tract.

10f) Affidavit to the Public regarding an On-Site Sewage Facility as recorded in Document No. 20100078988, Official Records, Williamson County, Texas. The subject tract is a part of the property described in said document.

**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 1.00111.

3) THE TRACT SHOWN HEREON LIES WITH ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0490E, DATED SEPTEMBER 26, 2008.

THE F.E.M.A. FLOOD LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

LINE	BEARING	DISTANCE
L1	S31°47'48"E	5.07'
L2	S49°33'23"W	4.10'
L3	S46°29'14"E	0.50'
L4	S30°04'18"W	67.73'
L5	N59°55'42"W	3.00'
L6	N36°02'35"E	21.41'
L7	N27°16'12"E	120.49'
L8	N44°53'08"E	163.59'
L9	S69°00'34"W	72.85'

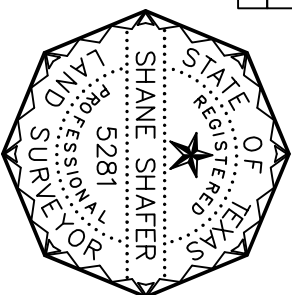
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	677.00'	71.41'	6°02'37"	S46°32'05"W	71.38'
C2	676.50'	158.70'	13°26'28"	S36°47'32"W	158.34'

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 27, 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.

ROW PARCEL S6 - PART 1

SHEET 2 OF 2



SHANE SHAFER, R.P.L.S. NO. 5281

JULY 31, 2018

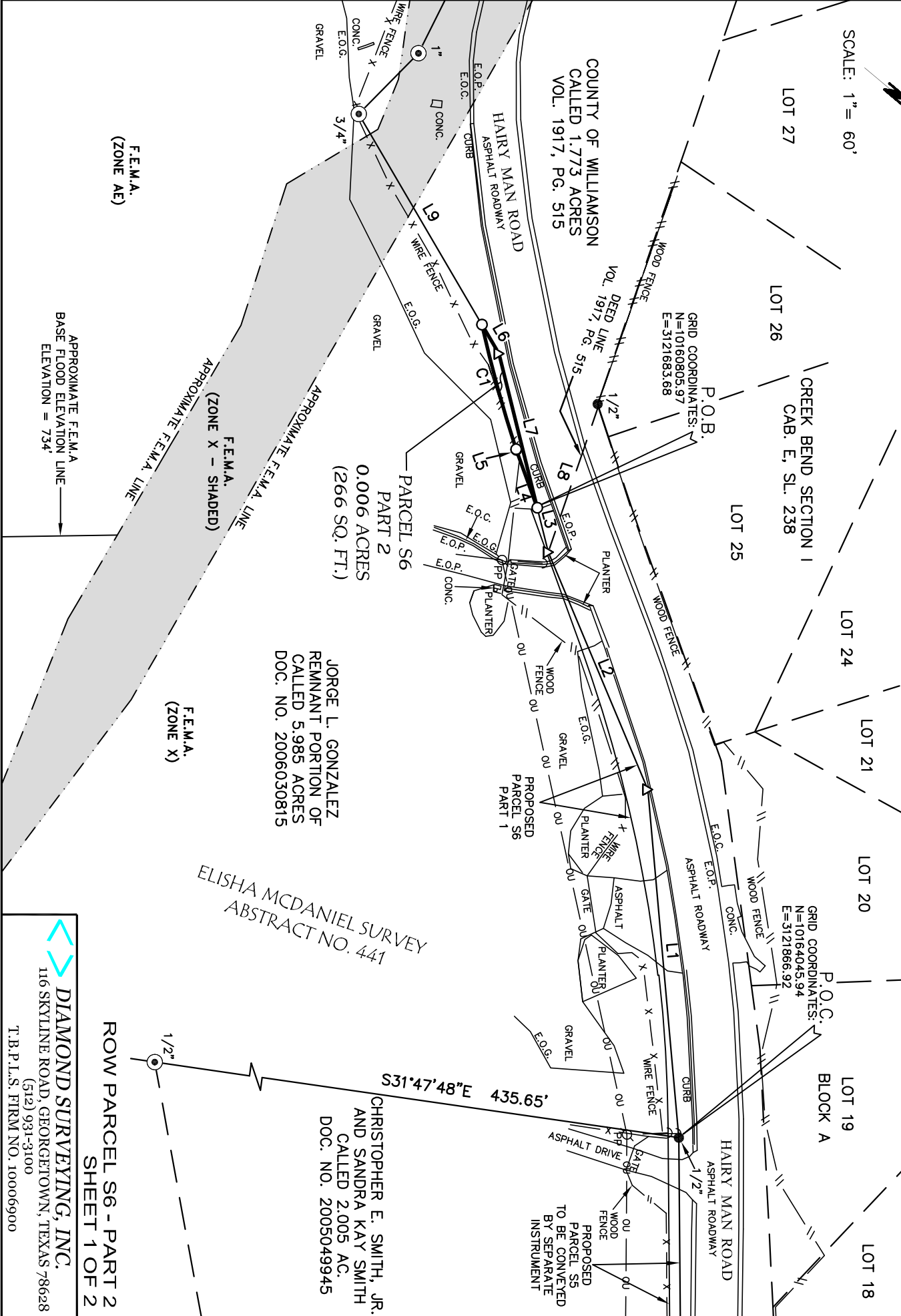
DATE

**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 0.006 ACRE (266 SQUARE FEET) TRACT OF LAND IN THE ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 5.985 ACRE TRACT OF LAND CONVEYED TO JORGE L. GONZALEZ AS DESCRIBED IN DOCUMENT NO. 2006030815 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 2211 HAIRY MAN ROAD, ROUND ROCK, TEXAS 78681

SCALE: 1" = 60'



JORGE L. GONZALEZ  
REMNANT PORTION OF  
CALLED 5.985 ACRES  
DOC. NO. 2006030815

PARCEL S6  
PART 2  
0.006 ACRES  
(266 SQ. FT.)

ELISHA MCDANIEL SURVEY  
ABSTRACT NO. 441

CHRISTOPHER E. SMITH, JR.  
AND SANDRA KAY SMITH  
CALLED 2.005 AC.  
DOC. NO. 2005049945

ROW PARCEL S6 - PART 2  
SHEET 1 OF 2

**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 0.006 ACRE (266 SQUARE FEET) TRACT OF LAND IN THE ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 5.985 ACRE TRACT OF LAND CONVEYED TO JORGE L. GONZALEZ AS DESCRIBED IN DOCUMENT NO. 2006030815 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 2211 HAIRY MAN ROAD, ROUND ROCK, TEXAS 78681

**LEGEND**

- IRON PIPE FOUND
- IRON ROD FOUND
- 1/2" IRON ROD W/CAP SET
- MARKED "DIAMOND SURVEYING"
- POWER POLE
- GUY ANCHOR
- WIRE FENCE
- X WOOD FENCE
- // OVERHEAD UTILITIES
- — APPROXIMATE F.E.M.A. LINE
- CONC. CONCRETE
- E.O.P. EDGE OF PAVEMENT
- E.O.C. EDGE OF CONCRETE
- E.O.G. EDGE OF GRAVEL
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- F.E.M.A. FEDERAL EMERGENCY MANAGEMENT AGENCY

**TITLE COMMITMENT NOTES:**

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance of No. 1825236-KFD, which bears an effective date of June 8, 2018 and an issued date of June 20, 2018 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10e) Wastewater Easement and Right-of-way, granted to Lower Colorado River Authority, recorded in Document No. 2003034239, Official Public Records, Williamson County, Texas and Assignment of Easements, to City of Austin, Texas, City of Cedar Park, Texas and City of Round Rock, Texas, recorded in Document No. 2009089311, Official Public Records, Williamson County, Texas. Not a part of subject tract.

10f) Affidavit to the Public regarding an On-Site Sewage Facility as recorded in Document No. 20100078988, Official Records, Williamson County, Texas. The subject tract is a part of the property described in said document.

**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 1.00111.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0490E, DATED SEPTEMBER 26, 2008.

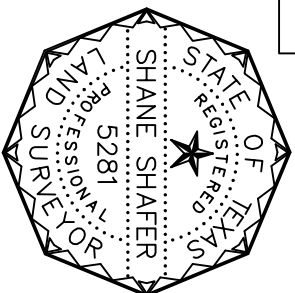
THE F.E.M.A. FLOOD LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

LINE	BEARING	DISTANCE
L1	S44°53'08"W	163.59'
L2	S27°16'12"W	120.49'
L3	S36°02'33"W	21.41'
L4	S30°04'18"W	28.84'
L5	S31°51'50"W	0.27'
L6	N19°39'09"E	15.83'
L7	N36°02'33"E	74.24'
L8	S69°00'34"W	72.85'
L9	S19°39'09"W	114.21'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	617.50'	60.52'	5°36'54"	S34°40'17"W	60.49'

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 27, 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.



ROW PARCEL S6 - PART 2

SHEET 2 OF 2

SHANE SHAFER, R.P.L.S. NO. 5281

JULY 31, 2018

DATE

**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 0.037 ACRE (1,605 SQUARE FEET) TRACT OF LAND IN THE ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 5.985 ACRE TRACT OF LAND CONVEYED TO JORGE L. GONZALEZ AS DESCRIBED IN DOCUMENT NO. 2006030815 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

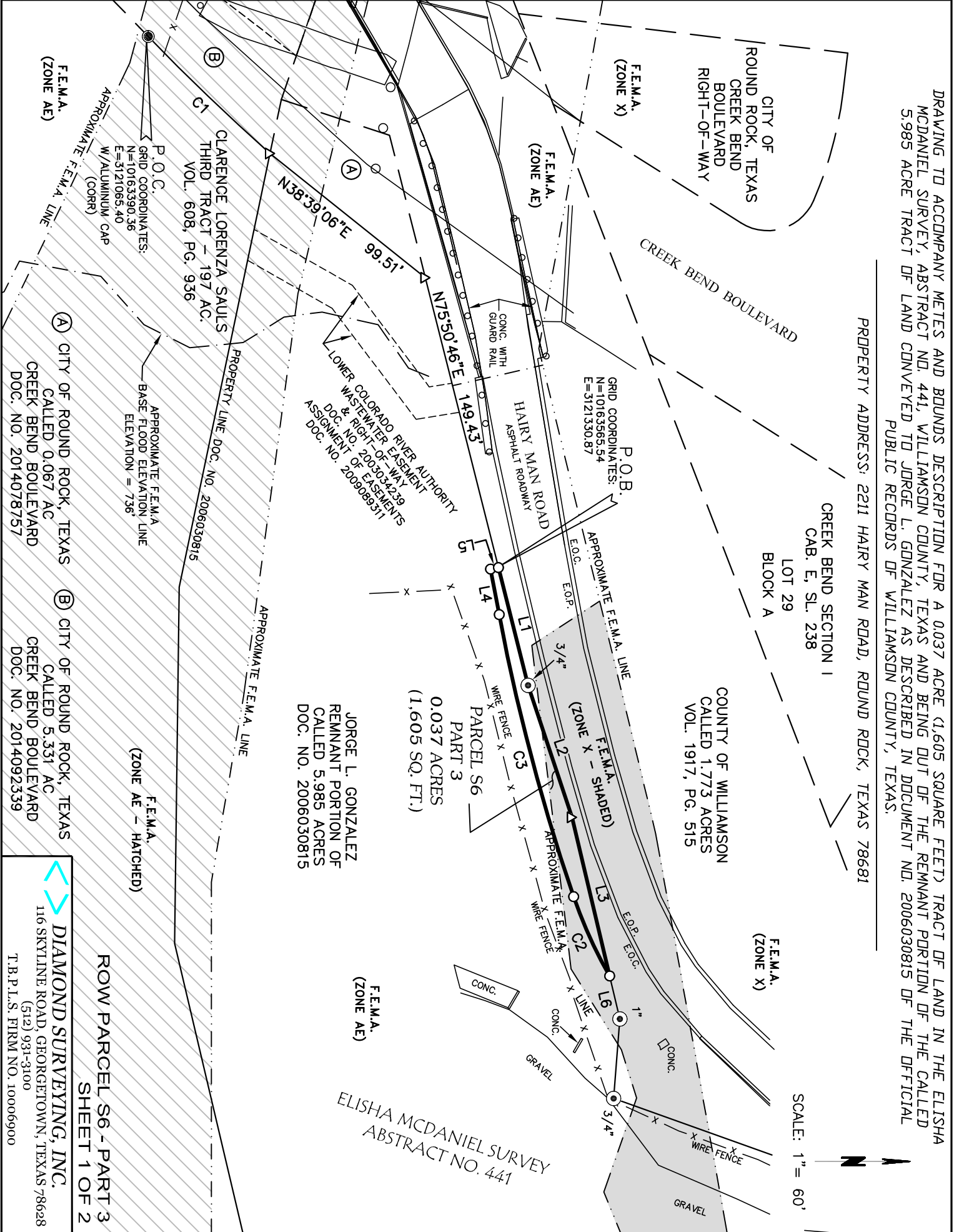
PROPERTY ADDRESS: 2211 HAIRY MAN ROAD, ROUND ROCK, TEXAS 78681

CREEK BEND SECTION 1  
CAB. E, SL. 238

LOT 29  
BLOCK A

COUNTY OF WILLIAMSON  
CALLED 1,773 ACRES  
VOL. 1917, PG. 515

SCALE: 1" = 60'



JORGE L. GONZALEZ  
REMNANT PORTION OF  
CALLED 5.985 ACRES  
DOC. NO. 2006030815

ELISHA MCDANIEL SURVEY  
ABSTRACT NO. 441

CLARENCE LORENZA SAULS  
THIRD TRACT - 197 AC.  
VOL. 608, PG. 936

APPROXIMATE F.E.M.A.  
BASE FLOOD ELEVATION LINE  
ELEVATION = 736'

F.E.M.A.  
(ZONE AE)

F.E.M.A.  
(ZONE AE)

F.E.M.A.  
(ZONE X)

CITY OF  
ROUND ROCK, TEXAS  
CREEK BEND  
BOULEVARD  
RIGHT-OF-WAY

CREEK BEND BOULEVARD

F.E.M.A.  
(ZONE X)

F.E.M.A.  
(ZONE AE)

F.E.M.A.  
(ZONE AE - HATCHED)

(A) CITY OF ROUND ROCK, TEXAS  
CALLED 0.067 AC  
CREEK BEND BOULEVARD  
DOC. NO. 2014078757

(B) CITY OF ROUND ROCK, TEXAS  
CALLED 5.331 AC  
CREEK BEND BOULEVARD  
DOC. NO. 2014092339

ROW PARCEL S6 - PART 3  
SHEET 1 OF 2

**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 0.037 ACRE (1,605 SQUARE FEET) TRACT OF LAND IN THE ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 5.985 ACRE TRACT OF LAND CONVEYED TO JORGE L. GONZALEZ AS DESCRIBED IN DOCUMENT NO. 2006030815 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 2211 HAIRY MAN ROAD, ROUND ROCK, TEXAS 78681

**LEGEND**

- IRON PIPE FOUND
- IRON ROD FOUND WITH CAP
- 1/2" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
- WIRE FENCE
- APPROXIMATE F.E.M.A. LINE
- CONC. CONCRETE
- E.O.P. EDGE OF PAVEMENT
- E.O.C. EDGE OF CONCRETE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- F.E.M.A. FEDERAL EMERGENCY MANAGEMENT AGENCY

**TITLE COMMITMENT NOTES:**

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10e) Wastewater Easement and Right-of-way, granted to Lower Colorado River Authority, recorded in Document No. 2003034239, Official Public Records, Williamson County, Texas and Assignment of Easements, to City of Austin, Texas, City of Cedar Park, Texas and City of Round Rock, Texas, recorded in Document No. 2009089311, Official Public Records, Williamson County, Texas. Not a part of subject tract, however is plotted hereon.

10f) Affidavit to the Public regarding an On-Site Sewage Facility as recorded in Document No. 2010078988, Official Records, Williamson County, Texas. The subject tract is a part of the property described in said document.

**GENERAL NOTES:**

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 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" SHADED (AREAS OF 0.2% CHANCE FLOOD); AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AND ZONE AE (BASE FLOOD ELEVATIONS DETERMINED), ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0490E, DATED SEPTEMBER 26, 2008.

THE F.E.M.A. FLOOD LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

LINE	BEARING	DISTANCE
L1	N75°50'46"E	60.74'
L2	N71°35'40"E	69.56'
L3	N76°37'41"E	81.49'
L4	S79°11'31"W	23.15'
L5	N10°48'29"W	4.03'
L6	N76°37'41"E	22.10'

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1071.83'	84.47'	4°30'56"	N43°48'31"E	84.45'
C2	227.00'	43.65'	11°01'04"	S65°31'28"W	43.58'
C3	1027.00'	145.97'	8°08'36"	S75°12'56"W	145.84'

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

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*Shane Shafer*  
 SHANE SHAFER, R.P.L.S. NO. 5281

JULY 31, 2018  
 DATE



ROW PARCEL S6 - PART 3  
 SHEET 2 OF 2

**DIAMOND SURVEYING, INC.**  
 116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
 (512) 931-3100  
 T.B.P.L.S. FIRM NO. 10006900

# EXHIBIT "B"

Parcel S6

## 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 JORGE L. GONZALEZ, a single person, 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 those three certain tracts of land being 0.030 acre (1,324 square feet), 0.006 acre (266 square feet), and 0.037 acre (1,605 square feet), located in the Elisha McDaniel Survey, Abstract No. 441, Williamson County, Texas; said tracts being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel S6—Parts 1-3)**

**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:**

\_\_\_\_\_  
Jorge L. Gonzalez

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2019 by Jorge L. Gonzalez 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**

**41.**

**Meeting Date:** 04/02/2019

Approving Service Contract Cedar Park Annex Chiller Replacement

**Submitted For:** Randy Barker

**Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Mtech Comfort Systems USA per the terms of TIPS Contract #180205 to replace a chiller at the Cedar Park Annex and authorizing execution of the agreement.

**Background**

This agreement is to provide chiller replacement services at the Cedar Park annex in the amount of \$119,400.00. The current unit is no longer functioning and a temporary unit is in place to cool the building. Department point of contact is Dale Butler. Funding source 01.0100.0509.005300.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Service Agreement

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 03/28/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

03/28/2019 09:22 AM  
03/28/2019 10:36 AM  
Started On: 03/27/2019 07:57 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
(Cedar Park Annex Chiller Replacement)  
(TIPS #180205)**

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**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 **Mtech Comfort Systems USA** (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.**

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

**II.**

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

- A. As described in the attached Statement of Work/Quotation(s), dated March 12, 2019, which is incorporated herein as if copied in full;**
- B. TIPS #180205 and related addenda and exhibits; and**
- C. Any required insurance certificates evidencing required coverages.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

**III.**

**No Assignment:** Service Provider may not assign this contract.

**IV.**

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

**V.**

**Consideration and Compensation:** Service Provider will be compensated based on the attached Fee Proposal, dated March 12, 2019, which is designated as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$119,400.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The

County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**VI.**

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

	<b>Type of Coverage</b>	<b>Limits of Liability</b>
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
c.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
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Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

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

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

**VII.**

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES’ GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS,

OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

### VIII.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work for Installation, dated March 19, 2019, which is incorporated herein as if copied in full.

### IX.

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this agreement.

### X.

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

### XI.

**Termination:** This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

### XII.

**Venue and Applicable Law:** Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**XIII.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

**XIV.**

**Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XV.**

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

**XVI.**

**No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

XVII.

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

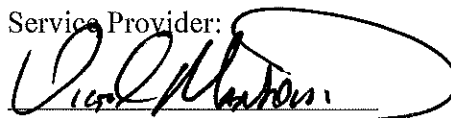
Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to be effective as of the date of the last party's execution below.

County:

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Service Provider:



Date: MARCH 22, 2019

Exhibit "A"  
Price Quote Dated March 12, 2019  
(Incorporated herein as if copied in full)

**QUOTE TO:** WilCo Facilities  
**FOR THE PROJECT:** WilCo 350 Discovery Blvd.  
**ATTENTION:** Toby Bonnet  
**EMAIL:** [tbonnet@wilco.org](mailto:tbonnet@wilco.org)

**DATE:** March 12, 2019

**WILCO 350 DISCOVERY BLVD – CHILLER REPLACEMENT PROPOSAL**  
**TIPS-180205**

*We offer the following proposal for your consideration for the chiller replacement scope of work on the above referenced project. Subject to the following scope narrative, exclusions & clarifications.*

**CHILLER REPLACEMENT PRICE:                      \$ 119,400.00**

**INCLUDED IN CHILLER REPLACEMENT PRICE:**

1. Disconnect and remove chiller from site
2. Provide and install (1) new Carrier 130-ton chiller
3. Reconnect chiller piping. Modify piping as required
4. Disconnect temporary chiller
5. Provide new insulation for chilled water piping where removed for installation of new piping
6. Remove chiller construction debris from site
7. Start-up of equipment
8. One-year standard warranty
9. Chiller extended warranty. Parts only years 2-5

**NOT INCLUDED IN PRICE:**

1. Equipment service or maintenance, except for warranty purposes
2. Electrical
3. Controls
4. Consequential damages
5. Liquidated damages
6. Delays beyond Mtech Icon's control
7. Allowances / alternates not specifically noted above
8. Repairs to existing material or equipment not specifically noted above
9. Engineering work of any kind
10. 3<sup>rd</sup> Party testing of any kind not specifically noted above
11. Remodel taxes

**Bart Hoover**  
Chief Estimator  
512-908-1069  
[bart.hoover@csusa.us](mailto:bart.hoover@csusa.us)



## **SUBMITTAL**

### **Project**

Wilco 350 Discovery Blvd

### **Date**

Tuesday, March 5, 2019

### **General Contractor**

### **Mechanical Contractor**

### **Mechanical Engineer**

Matt Walker

# Table Of Contents

Project: Wilco 350 Discovery Blvd  
Prepared By: Matt Walker

03/07/2019  
03:39PM

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Certified Drawing.....	5
Field Wiring Diagram.....	6
Guide Specifications.....	10
DEWA Report.....	14
Detailed Performance Report.....	15

**Chiller 1 No Bacnet**

**Tag Cover Sheet  
Unit Report  
Certified Drawing  
Wiring Diagram  
Performance Report  
Guide Specification  
Dewa Report  
Detailed Performance Report  
Engineering Report**

## Unit Report For Chiller 1 No Bacnet

Project: Wilco 350 Discovery Blvd  
 Prepared By: Matt Walker

03/07/2019  
 03:39PM

### Unit Information

Tag Name:..... **Chiller 1 No Bacnet**  
 Model Number:..... **30RB130**  
 Condenser Type:..... **Air Cooled**  
 Compressor Type:..... **Scroll**  
 Nameplate Voltage:..... **460-3-60** V-Ph-Hz  
 Quantity:..... **1**  
 Manufacturing Source:..... **Charlotte, NC USA**  
 Refrigerant:..... **R410A**  
 Independent Refrigerant Circuits:..... **2**  
 Capacity Control Steps:..... **6**  
 Minimum Capacity:..... **15.0** %  
 Shipping Weight:..... **7027** lb  
 Operating Weight:..... **7402** lb  
 Unit Length:..... **189** in  
 Unit Width:..... **89** in  
 Unit Height:..... **90** in

### Accessories and Installed Options

Freeze Protection  
 Suction Line Insulation  
 Micro Channel  
 Low Sound Option  
 Single Point  
 Coil Trim Panels  
 Greenspeed Intelligence: High-Efficiency Variable Condenser Fans

### Chiller Warranty Information (Note: for US & Canada only)

First Year - Parts Only (Standard)  
 Complete Unit Years 2-5 Parts Only  
 Start-up and Complete Unit 1st Year Labor, First Unit

### Ordering Information

Part Number	Description	Quantity
30RBX13064-LLG-3	Packaged Chiller	1
	Base Unit	
	Freeze Protection	
	Suction Line Insulation	
	Micro Channel	
	Low Sound Option	
	Single Point	
	Coil Trim Panels	
	Greenspeed Intelligence: High-Efficiency Variable Condenser Fans	



# Field Wiring Diagram for Chiller 1 No Bacnet

Project: Wilco 350 Discovery Blvd  
Prepared By: Matt Walker

03/07/2019  
03:39PM

**NOTES:**

1. FACTORY WIRING IS IN ACCORDANCE WITH UL 1995 STANDARDS. FIELD MODIFICATIONS OR ADDITIONS MUST BE IN COMPLIANCE WITH ALL APPLICABLE CODES.
2. WIRING FOR MAIN FIELD SUPPLY MUST BE RATED 75C MINIMUM. USE COPPER FOR ALL UNITS.  
INCOMING WIRE SIZE RANGE FOR THE TERMINAL BLOCK IS #4 AWG TO 500 KCMIL.  
INCOMING WIRE SIZE RANGE OF NON-FUSED DISCONNECT WITH MCA UP TO 599.9 AMPS IS 3/0 TO 500 KCMIL.  
INCOMING WIRE SIZE RANGE OF NON-FUSED DISCONNECT WITH MCA FROM 600 TO 799.9 AMPS IS 1/0 TO 500 KCMIL.  
INCOMING WIRE SIZE RANGE OF NON-FUSED DISCONNECT WITH MCA FROM 800 TO 1199.9 AMPS IS 250 KCMIL TO 500 KCMIL.
3. TERMINALS 9 AND 10 OF TBS ARE FOR FIELD EXTERNAL CONNECTIONS FOR REMOTE ON-OFF.  
THE CONTACTS MUST BE RATED FOR DRY CIRCUIT APPLICATION CAPABLE OF HANDLING A 24VAC LOAD UP TO 50 MA.
4. TERMINALS 1 AND 2 OF TBS ARE FOR EXTERNAL CONNECTIONS OF CHILLED WATER PUMP INTERLOCK.  
THE CONTACTS MUST BE RATED FOR DRY CIRCUIT APPLICATION CAPABLE OF HANDLING A 24VAC LOAD UP TO 50 MA.
5. TERMINALS 11 AND 13 OF TBS ARE FOR CONTROL OF CHILLED WATER PUMP1 (PMP1) STARTER.  
TERMINALS 13 AND 15 OF TBS ARE FOR CONTROL OF CHILLED WATER PUMP2 (PMP2) STARTER.  
THE MAXIMUM LOAD ALLOWED FOR THE CHILLED WATER PUMP RELAY IS 5 VA SEALED, 10 VA INRUSH AT 24V. FIELD POWER SUPPLY IS NOT REQUIRED.
6. FOR CONTROL OF CHILLED WATER PUMPS, A SET OF NORMALLY OPEN CONTACTS RATED FOR DRY CIRCUIT APPLICATION MUST BE SUPPLIED FROM FIELD SUPPLIED PUMP STARTER RELAY. CONNECT CONTACTS TO VIOLET AND PINK WIRES IN HARNESS FROM MAIN BASE BOARD CHANNEL 18. WIRES IN HARNESS ARE MARKED PMP1-13 AND PMP1-14.
7. TERMINALS 12 AND 13 OF TBS ARE FOR A ALARM RELAY. THE MAXIMUM LOAD ALLOWED FOR THE ALARM RELAY IS 10 VA SEALED, 25 VA INRUSH AT 24V. FIELD POWER SUPPLY IS NOT REQUIRED.
8. MAKE APPROPRIATE CONNECTIONS TO TB6 AS SHOWN FOR ENERGY MANAGEMENT BOARD OPTIONS. THE CONTACTS FOR OCCUPANCY OVERRIDE, DEMAND LIMIT AND ICE DONE OPTIONS MUST BE RATED FOR DRY CIRCUIT APPLICATION CAPABLE OF HANDLING A 24VAC LOAD UP TO 50 MA.
9. J3 - 24 AND 25 OF EMM BOARD ARE FOR RUN RELAY AND SHUTDOWN RELAY. THE MAXIMUM LOAD ALLOWED FOR THE RUN AND SHUTDOWN RELAY IS 10 VA SEALED, 25 VA INRUSH AT 24V. FIELD POWER SUPPLY IS NOT REQUIRED.

A - ALARM  
PMP1 - CHILLED WATER PUMP INTERLOCK  
CWP - CHILLED WATER PUMP  
EMM - ENERGY MANAGEMENT  
SHD R - SHUTDOWN RELAY  
RUN R - RUN RELAY  
MLV - MINIMUM LOAD VALVE  
TB - TERMINAL BLOCK  
- - - FIELD POWER WIRING  
- - - FIELD CONTROL WIRING

SIZE	STD UNIT
315A,B 330B	160
330A 345A,B 350B	170
350A 390A,B	190

080-300 230V  
130-300 380/460/575V  
DISPLAY LOCATION

060,070 230V  
060-120 380/460/575V  
FIELD CONTROL WIRING ENTRY

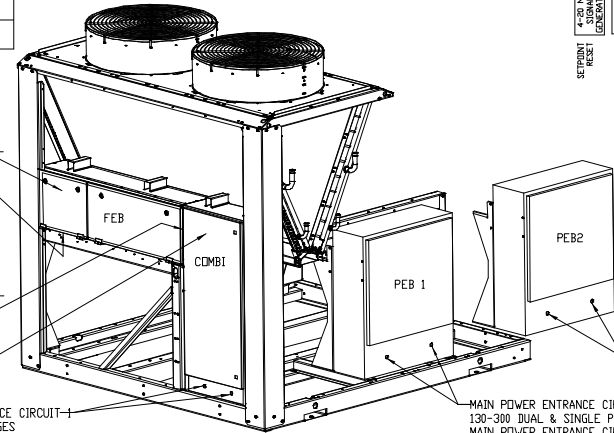
060,070 230V  
060-120 380/460/575V  
FIELD CONTROL WIRING ENTRY

DISPLAY LOCATION

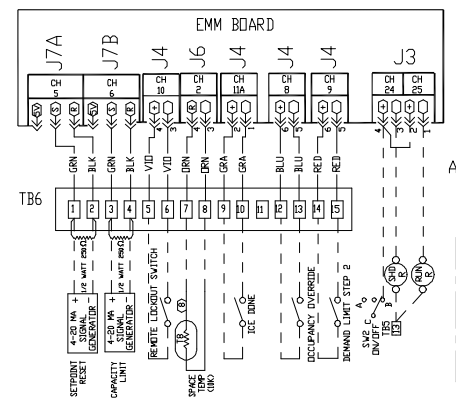
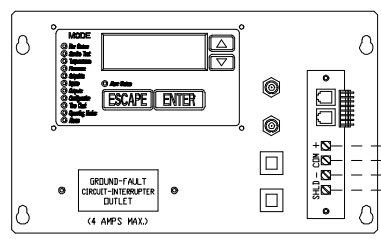
**TYPICAL CONTROL BOX AND MAIN POWER ENTRY LOCATIONS**

MAIN POWER ENTRANCE CIRCUIT 1  
060-120 ALL VOLTAGES  
130-190 DUAL & SINGLE POINT 208/230V  
210-300 DUAL POINT 208/230V

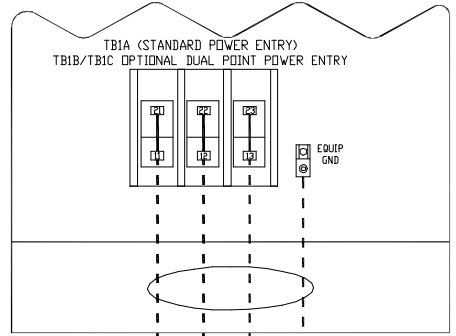
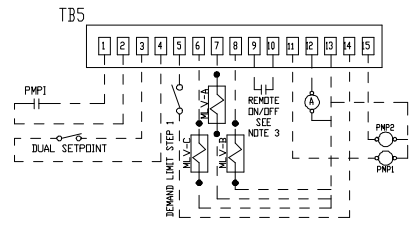
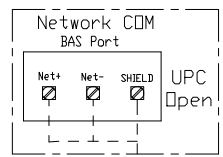
MAIN POWER ENTRANCE CIRCUIT 2  
060-120 DUAL POINT ALL VOLTAGES  
130-190 DUAL POINT WITH DISCONNECT OPTION 380/460/575V  
210,225 DUAL POINT WITH DISCONNECT OPTION 380/460/575V



UNITED TECHNOLOGIES CARRIER P.O. BOX 4808 SYRACUSE, NY 13221  
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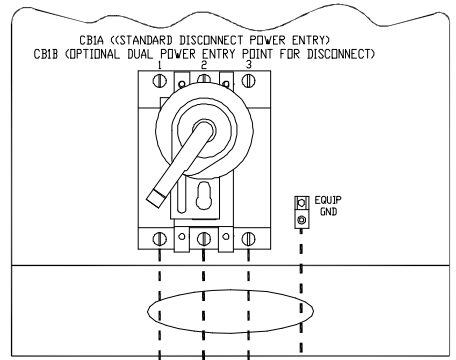


DATA COM PORT  
EMM FIDP/ACCESSORY



DISCONNECT / BRANCH CIRCUIT  
PROTECTION PER NEC  
(SEE NOTE #5)

**TERMINAL BLOCK**



DISCONNECT / BRANCH CIRCUIT  
PROTECTION PER NEC  
(SEE NOTE #5)

**NON-FUSED DISCONNECT**

DATE 06/10/10	SUPERCEDS 03/09/09	30RB060-390 AIR-COOLED AQUASNAP CHILLER	00DCN500001300A	REV G.2
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# Summary Performance Report For Chiller 1 No Bacnet

Project: Wilco 350 Discovery Blvd  
 Prepared By: Matt Walker

03/07/2019  
 03:39PM



## 30RB with Greenspeed® Intelligence



### Unit Information

Tag Name:..... **Chiller 1 No Bacnet**  
 Model Number:..... **30RB130**  
 Quantity:..... **1**  
 Manufacturing Source:..... **Charlotte, NC USA**  
 ASHRAE 90.1:..... **2013/2016, 2010, 2007**  
 Refrigerant:..... **R-410A**  
 Independent Refrigerant Circuits:..... **2**  
 Shipping Weight:..... **7027** lb  
 Operating Weight:..... **7402** lb  
 Refrigerant Weight (Circuit A):..... **54** lb  
 Refrigerant Weight (Circuit B):..... **43** lb  
 Unit Length:..... **189** in  
 Unit Width:..... **89** in  
 Unit Height:..... **90** in

### Accessories and Installed Options

Freeze Protection  
 Suction Line Insulation  
 Micro Channel  
 Low Sound Option  
 Single Point  
 Coil Trim Panels  
 Greenspeed Intelligence: High-Efficiency Variable Condenser Fans

### Electrical Information

Unit Voltage:..... **460-3-60** V-Ph-Hz  
 Connection Type:..... **Single Point**  
 Minimum Voltage:..... **414** Volts  
 Maximum Voltage:..... **506** Volts

### Evaporator Information

Fluid Type:..... **Fresh Water**  
 Fouling Factor:..... **0.000100** (hr-sqft-F)/BTU  
 Leaving Temperature:..... **44.00** °F  
 Entering Temperature:..... **54.00** °F  
 Fluid Flow:..... **304.7** gpm  
 Pressure Drop:..... **12.5** ft H2O

Amps	Electrical Circuit 1	Electrical Circuit 2
MCA	276.5	---
MOCP	300.0	---
ICF	484.5	---
Rec Fuse Size	300.0	---

### Condenser Information

Altitude:..... **0.000** ft  
 Number of Fans:..... **8**  
 Total Condenser Fan Air Flow:..... **99,200** CFM  
 Entering Air Temperature:..... **95.0** °F

### Integrated Pump Information

No Pump Selected

### Performance Information

Cooling Capacity:..... **127.4** Tons  
 Total Compressor Power:..... **129.6** kW  
 Total Fan Motor Power:..... **20.64** kW  
 Total Unit Power (without pump):..... **150.2** kW  
 Efficiency (without pump) (EER):..... **10.18** BTU/Wh  
 IPLV:.IP:..... **16.81** BTU/Wh

An uncoated Novation condenser coil was selected for this product. This is based on an installed location with postal code 78701 and

## Summary Performance Report For Chiller 1 No Bacnet

Project: Wilco 350 Discovery Blvd  
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a non-corrosive localized environment.  
Sound power measured in accordance with ANSI/AHRI Standard 370-2015.



Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at [www.ahridirectory.org](http://www.ahridirectory.org).

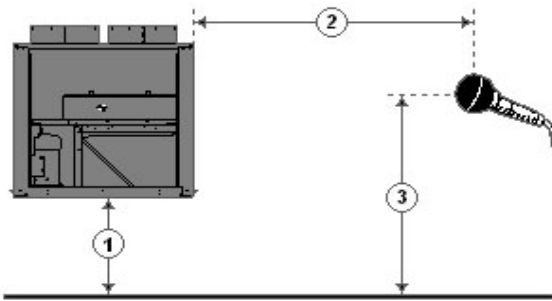
# Summary Performance Report For Chiller 1 No Bacnet

Project: Wilco 350 Discovery Blvd  
 Prepared By: Matt Walker

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## Unit Parameters

Tag Name:..... **Chiller 1 No Bacnet**  
 Model Number:..... **30RB130**  
 Condenser Type:..... **Air Cooled**  
 Compressor Type:..... **Scroll**  
 Chiller Nameplate Voltage:..... **460-3-60** V-Ph-Hz  
 Quantity:..... **1**  
 Manufacturing Source:..... **Charlotte, NC USA**  
 Refrigerant:..... **R-410A**  
 Shipping Weight:..... **7027** lb  
 Operating Weight:..... **7402** lb  
 Refrigerant Weight (Circuit A):..... **54** lb  
 Refrigerant Weight (Circuit B):..... **43** lb  
 Unit Length:..... **189** in  
 Unit Width:..... **89** in  
 Unit Height:..... **90** in



1 - Chiller Height Above Ground  
 2 - Horizontal Distance From Chiller to Receiver  
 3 - Receiver Height Above Ground  
 (See Note 3)

## Accessories and Installed Options

Freeze Protection	Single Point
Suction Line Insulation	Coil Trim Panels
Micro Channel	Greenspeed Intelligence: High-Efficiency Variable Condenser Fans
Low Sound Option	

## Acoustic Information

**Table 1. A-Weighted Sound Power Levels (dB re 1 picowatt). See note #1.**

Octave Band Center Frequency, Hz	31	63	125	250	500	1k	2k	4k	8k	Overall
100% Load	41	70	83	89	94	98	93	89	81	101
75% Load	37	63	71	81	86	87	85	83	77	92
50% Load	37	64	68	78	82	84	82	79	75	89
25% Load	34	58	62	73	76	77	75	74	72	83

**Table 2. A-Weighted Sound Pressure Levels (dB re 20 micropascals) calculated based upon user defined input for dimensions 1, 2 and 3 as shown in above diagram. See note #2 and #3.**

Octave Band Center Frequency, Hz	31	63	125	250	500	1k	2k	4k	8k	Overall
100% Load	13	42	55	61	66	70	65	61	53	73
75% Load	9	35	43	53	58	59	57	55	49	64
50% Load	9	35	40	50	54	56	54	51	47	61
25% Load	6	29	34	45	48	49	47	46	44	55

- Notes: (1) Measurements performed in accordance with AHRI Standard 370-2015 for air cooled Chillers.  
 (2) Chiller is assumed to be a point source on a reflecting plane.  
 (3) Without user defined input, the default dimensions used to construct Table 2 are as follows:  
 1 - Chiller Height Above Ground = 0.0 ft  
 2 - Horizontal Distance From Chiller to Receiver = 30.0 ft  
 3 - Receiver Height Above Ground = 3.0 ft



## GUIDE SPECIFICATIONS – 30RBX13064-LLG-3

### HVAC Guide Specifications Outdoor Air-Cooled Liquid Chiller

Size: 130

#### Part 1: General

##### SYSTEM DESCRIPTION

- 1.01. Microprocessor controlled, air-cooled liquid chiller for outdoor installation, utilizing scroll compressors and low sound fans.
- 1.02. With the addition of Greenspeed intelligence, all fans are controlled with variable speed fan drive motors. Chiller software shall be specifically developed to coordinate optimal fan speed for application conditions and provide refrigerant circuit optimization, resulting in higher part-load efficiency and reduced acoustic levels.

##### QUALITY ASSURANCE

- 1.01. Unit shall be rated in accordance with AHRI (Air-Conditioning, Heating and Refrigeration Institute) Standard 550/590, latest edition (U.S.A.) and all units shall be ASHRAE (American Society of Heating, Refrigeration, and Air-Conditioning Engineers) 90.1 compliant.
- 1.02. Unit construction shall comply with ASHRAE 15 Safety Code, UL latest edition, and ASME (American Society of Mechanical Engineers) applicable codes (U.S.A. codes).
- 1.03. Unit shall be manufactured in a facility registered to ISO 9001 Manufacturing Quality Standard.
- 1.04. Unit shall be full load run tested at the factory.

##### DELIVERY, STORAGE AND HANDLING

- 1.01. Unit controls shall be capable of withstanding 150 F (66 C) storage temperatures in the control compartment.
- 1.02. Unit shall be stored and handled per unit manufacturer's recommendations.

#### Part 2: Products

##### EQUIPMENT

###### 2.01. General:

- A. Factory assembled, single-piece chassis, air-cooled liquid chiller. Contained within the unit cabinet shall be all factory wiring, piping, controls, refrigerant charge (R-410A), and special features required prior to field start-up.

###### 2.02. Unit Cabinet:

- A. Frame shall be of heavy-gage, painted galvanized steel.
- B. Cabinet shall be galvanized steel casing with a baked enamel powder or pre-painted finish.
- C. Cabinet shall be capable of withstanding 500-hour salt spray test in accordance with the ASTM (American Society for Testing and Materials) (U.S.A.) B-117 standard.

###### 2.03. Fans:

- A. Condenser fans shall be direct-driven, VFD [variable frequency drive] controlled, 9-blade airfoil cross-section, reinforced polymer construction, shrouded-axial type, and shall be statically and dynamically balanced with inherent corrosion resistance.
- B. Air shall be discharged vertically upward.
- C. Fans shall be protected by coated steel wire safety guards.

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### 2.04. Compressor/Compressor Assembly:

- A. Fully hermetic scroll type compressors.
- B. Direct drive, 3500 rpm (60 Hz), protected by motor temperature sensors, suction gas cooled motor.
- C. External vibration isolation rubber-in-shear.
- D. Each compressor shall be equipped with crankcase heaters to minimize oil dilution.

### 2.05. Cooler:

- A. Shell-and-tube type, direct expansion.
- B. Tubes shall be internally enhanced seamless-copper type rolled into tube sheets.
- C. Shall be equipped with Victaulic-type water connections.
- D. Shell shall be insulated with 3/4-in. (19-mm) PVC foam (closed-cell) with a maximum K factor of 0.28.
- E. Design shall incorporate a minimum of 2 independent direct-expansion refrigerant circuits.
- F. Cooler shall be tested and stamped in accordance with ASME Code for a refrigerant working side pressure of 445 psig (3068 kPa). Cooler shall have a maximum water-side pressure of 300 psig (2068 kPa).
- G. Cooler shall be provided with a factory-installed flow switch.

### 2.06. Condenser:

- A. Coil shall be air-cooled Novation® heat exchanger technology with microchannel (MCHX) coils and shall have a series of flat tubes containing a series of multiple, parallel flow microchannels layered between the refrigerant manifolds. Coils shall consist of a two-pass arrangement. Coil construction shall consist of aluminum alloys for fins, tubes, and manifolds in combination with a corrosion-resistant coating.
- B. Tubes shall be cleaned, dehydrated, and sealed.
- C. Assembled condenser coils shall be leak tested and pressure tested at 656 psig (4522 kPa).

### 2.07. Refrigeration Components:

- A. Refrigerant circuit components shall include replaceable-core filter drier, moisture indicating sight glass, electronic expansion device, discharge service valve and liquid line service valves, and complete operating charge of both refrigerant R-410A and compressor oil.

### 2.08. Controls, Safeties, and Diagnostics:

- A. Unit controls shall include the following minimum components:
  1. Microprocessor with non-volatile memory. Battery backup system shall not be accepted.
  2. Separate terminal block for power and controls.
  3. Control transformer to serve all controllers, relays, and control components.
  4. ON/OFF control switch.
  5. Replaceable solid-state controllers.
  6. Pressure sensors shall be installed to measure suction and discharge pressure. Thermistors shall be installed to measure cooler entering and leaving fluid temperatures as well as optional heat reclaim condenser entering and leaving fluid temperatures, and refrigerant pump down pressure and temperature.
- B. Unit controls shall include the following functions:
  1. Automatic circuit lead/lag.
  2. Hermetic scroll compressors are maintenance free and protected by an auto-adaptive control that minimizes compressor wear.
  3. Capacity control based on leaving chilled fluid temperature and compensated by rate of change of return-fluid temperature with temperature set point accuracy to 0.1° F (0.06° C).
  4. Limiting the chilled fluid temperature pull-down rate at start-up to an adjustable range of 0.2° F to 2° F (0.11° C to 1.1° C) per minute to prevent excessive demand spikes at start-up.
  5. Seven-day time schedule.
  6. Leaving chilled fluid temperature reset from return fluid and outside air temperature.
  7. Chilled water pump and optional heat reclaim condenser water pump start/stop control and primary/standby sequencing to ensure equal pump run time.
  8. Dual chiller control for parallel chiller applications without addition of hardware modules and control panels

## Guide Specification for Chiller 1 No Bacnet

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(additional thermistors and wells are required).

9. Timed maintenance scheduling to signal maintenance activities for pumps, strainer maintenance and user-defined maintenance activities.
10. Low ambient protection to energize cooler and optional heat reclaim or hydronic system heaters.
11. Periodic pump start to ensure pump seals are properly maintained during off-season periods.
12. Single step demand limit control activated by remote contact closure.
13. Generation of 0 to 10 vdc signal to control 3-way valve position when optional heat reclaim is employed.
14. Nighttime sound mode to reduce the sound of the machine by a user-defined schedule.

### C. Diagnostics:

1. The control panel shall include, as standard, a scrolling marquee display capable of indicating the safety lockout condition by displaying a code for which an explanation may be scrolled at the display with time and date stamp.
2. Information included for display shall be:
  - a. Compressor lockout.
  - b. Loss of charge.
  - c. Low fluid flow.
  - d. Cooler coil and optional heat reclaim coil freeze protection.
  - e. Cooler set point.
  - f. Optional heat reclaim set point.
  - g. Chilled water reset parameters.
  - h. Thermistor and transducer malfunction.
  - i. Entering and leaving-fluid temperature.
  - j. Evaporator and condenser pressure.
  - k. System refrigerant temperatures.
  - l. Chiller run hours.
  - m. Compressor run hours.
  - n. Compressor number of starts.
  - o. Time of day:
    - I) Display module, in conjunction with the microprocessor, must also be capable of displaying the output (results) of a service test. Service test shall verify operation of every switch, thermistor, fan, and compressor before chiller is started.
    - II) Diagnostics shall include the ability to review a list of the 30 most recent alarms with clear language descriptions of the alarm event. Display of alarm codes without the ability for clear language descriptions shall be prohibited.
    - III) An alarm history buffer shall allow the user to store no less than 30 alarm events with clear language descriptions, time and date stamp event entry.
    - IV) The chiller controller shall include multiple connection ports for communicating with the local equipment network, the Carrier Comfort Network® (CCN) system and access to chiller control functions from any point on the chiller.
    - V) The control system shall allow software upgrade without the need for new hardware modules.
  - p. Crankcase heater failure.

### D. Safeties:

1. Unit shall be equipped with thermistors and all necessary components in conjunction with the control system to provide the unit with the following protections:
  - a. Loss of refrigerant charge.
  - b. Reverse rotation.
  - c. Low chilled fluid temperature.
  - d. Thermal overload.
  - e. High pressure.

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- f. Electrical overload.
  - g. High heat reclaim leaving fluid temperature.
  - 2. Condenser fan and factory pump motors shall have external overcurrent protection.
- 2.09. Operating Characteristics:
- A. Unit shall be capable of starting and running at outdoor ambient temperatures from 32 F to 125 F (0° to 52 C) for all sizes.
  - B. Unit shall be capable of starting up with 95 F (35 C) entering fluid temperature to the cooler.
- 2.10. Motors:
- A. Condenser-fan motors shall be totally enclosed single-speed, 3-phase type with permanently lubricated bearings and Class F insulation.
- 2.11. Electrical Requirements:
- A. Unit/module primary electrical power supply shall enter the unit at a single location (some chiller voltage/size combinations require 2 power supplies).
  - B. Unit shall operate on 3-phase power at the voltage shown in the equipment schedule.
  - C. Control points shall be accessed through terminal block.
  - D. Unit shall be shipped with factory control and power wiring installed.
- 2.12. Chilled Water Circuit:
- A. Chilled water circuit shall be rated for 300 psig (2068 kPa).
- 2.13. Special Features:
- A. High-efficiency variable condenser fans:
    - 1. All fans on the unit shall have variable speed fan motors to provide higher part load efficiency and reduced acoustic levels. Each fan circuit shall have a factory-installed, independent variable speed drive with display. Variable speed drives are rated IP-55 enclosures and UL Listed. The use of this option, with the addition of antifreeze in the cooler circuit and wind baffles, shall allow running with outdoor ambient temperatures down to -20 F (-28.9 C).
  - B. Condenser Coil Trim Panels:
    - 1. Unit shall be supplied with factory-installed coil covers and painted grilles to protect the condenser coil and internal chiller components from physical damage.
  - C. Security Grilles:
    - 1. Unit shall be supplied with factory-installed coil covers and painted grilles to protect the condenser coil and internal chiller components from physical damage.
  - D. Suction Line Insulation:
    - 1. Insulation shall be tubular closed-cell insulation. This option shall be required on applications with leaving fluid temperatures below 30 F (-1.1 C) and recommended for areas of high dewpoints where condensation may be a concern.
  - E. Freeze Protection Cooler Heaters:
    - 1. Cooler heaters shall provide protection from cooler freeze-up to -20 F (-29 C).
  - F. Compressor Sound Reduction:
    - 1. Shall provide sound reduction for the scroll compressors.
      - a. Unit shall be equipped with factory-installed option low sound - compressor sound reduction blanket which reduces unit sound levels by providing an acoustic blanket on each compressor.

## Guide Specification for Chiller 1 No Bacnet

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**DEWA Report not available for this configuration.**

# Detailed Performance Summary For Chiller 1 No Bacnet

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## 30RB with Greenspeed® Intelligence



### Unit Information

Tag Name: **Chiller 1 No Bacnet**  
Model Number: **30RB130**  
Condenser Type: **Air Cooled**  
Compressor Type: **Scroll**  
Nameplate Voltage: **460-3-60** V-Ph-Hz  
Quantity: **1**  
Manufacturing Source: **Charlotte, NC USA**  
ASHRAE 90.1: **2013/2016, 2010, 2007**  
Refrigerant: **R-410A**  
Capacity Control Steps: **6**  
Minimum Capacity: **15.00** %  
Shipping Weight: **7027** lb  
Operating Weight: **7402** lb  
Refrigerant Weight (Circuit A): **54** lb  
Refrigerant Weight (Circuit B): **43** lb  
Unit Length: **189** in  
Unit Width: **89** in  
Unit Height: **90** in  
Minimum Outdoor Operating Temp: **-20.0** °F

Total Condenser Fan Air Flow: **99,200** CFM  
Entering Air Temperature: **95.0** °F

### Performance Information

Cooling Capacity: **127.4** Tons  
Total Compressor Power: **129.6** kW  
Total Fan Motor Power: **20.64** kW  
Total Unit Power (without pump): **150.2** kW  
Efficiency (without pump) (EER): **10.18** BTU/Wh

### Evaporator Information

Fluid Type: **Fresh Water**  
Fouling Factor: **0.000100** (hr-sqft-F)/BTU  
Leaving Temperature: **44.00** °F  
Entering Temperature: **54.00** °F  
Fluid Flow: **304.7** gpm  
Fluid Flow Min: **156.0** gpm  
Fluid Flow Max: **624.0** gpm  
Pressure Drop: **12.5** ft H2O

### Condenser Information

Altitude: **0.000** ft  
Number of Fans: **8**

## Detailed Performance Summary For Chiller 1 No Bacnet

Project: Wilco 350 Discovery Blvd  
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### Integrated Pump Information

No Pump Selected

### Accessories and Installed Options

Freeze Protection  
 Suction Line Insulation  
 Micro Channel  
 Low Sound Option  
 Single Point  
 Coil Trim Panels  
 Greenspeed Intelligence: High-Efficiency Variable Condenser  
 Fans

### Electrical Information

Unit Voltage:.....**460-3-60** V-Ph-Hz  
 Connection Type:.....**Single Point**  
 Minimum Voltage:.....**414** Volts  
 Maximum Voltage:.....**506** Volts

Amps	Electrical Circuit 1	Electrical Circuit 2
MCA	276.5	---
MOCP	300.0	---
ICF	484.5	---
Rec Fuse Size	300.0	

## Detailed Performance Summary For Chiller 1 No Bacnet

Project: Wilco 350 Discovery Blvd  
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### Integrated Part Load Value (AHLI)

IPLV:.....**16.81** BTU/Wh

<b>Unit Performance</b>				
Percent of Full Load Capacity, %	100.00	75.00	50.00	25.00
Percent of Full Load Power, %	100.00	54.86	27.84	11.60
Unloading Sequence	B	B	B	B
Cooling Capacity, Tons	127.4	95.57	63.71	31.86
Total Unit Power, kW	150.2	82.39	41.81	17.42
Efficiency (EER), BTU/Wh	10.18	13.92	18.29	21.94
<b>Evaporator Data</b>				
Fluid Entering Temperature, °F	54.00	51.49	48.99	46.50
Fluid Leaving Temperature, °F	44.00	44.00	44.00	44.00
Fluid Flow Rate, gpm	304.7	304.7	304.7	304.7
Fouling Factor, (hr-sqft-F)/BTU	0.000100	0.000100	0.000100	0.000100
<b>Condenser Data</b>				
Entering Air Temperature, °F	95.0	80.0	65.0	55.0

An uncoated Novation condenser coil was selected for this product. This is based on an installed location with postal code 78701 and a non-corrosive localized environment.

Sound power measured in accordance with ANSI/AHRI Standard 370-2015.



Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at [www.ahrirectory.org](http://www.ahrirectory.org).

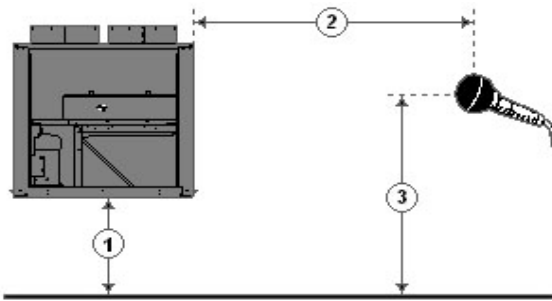
## Detailed Performance Summary For Chiller 1 No Bacnet

Project: Wilco 350 Discovery Blvd  
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### Unit Parameters

Tag Name:..... **Chiller 1 No Bacnet**  
 Model Number:..... **30RB130**  
 Condenser Type:..... **Air Cooled**  
 Compressor Type:..... **Scroll**  
 Chiller Nameplate Voltage:..... **460-3-60** V-Ph-Hz  
 Quantity:..... **1**  
 Manufacturing Source:..... **Charlotte, NC USA**  
 Refrigerant:..... **R-410A**  
 Shipping Weight:..... **7027** lb  
 Operating Weight:..... **7402** lb  
 Refrigerant Weight (Circuit A):..... **54** lb  
 Refrigerant Weight (Circuit B):..... **43** lb  
 Unit Length:..... **189** in  
 Unit Width:..... **89** in  
 Unit Height:..... **90** in



1 - Chiller Height Above Ground  
 2 - Horizontal Distance From Chiller to Receiver  
 3 - Receiver Height Above Ground  
 (See Note 3)

### Accessories and Installed Options

Freeze Protection	Single Point
Suction Line Insulation	Coil Trim Panels
Micro Channel	Greenspeed Intelligence: High-Efficiency Variable Condenser Fans
Low Sound Option	

### Acoustic Information

**Table 1. A-Weighted Sound Power Levels (dB re 1 picowatt). See note #1.**

Octave Band Center Frequency, Hz	31	63	125	250	500	1k	2k	4k	8k	Overall
100% Load	41	70	83	89	94	98	93	89	81	101
75% Load	37	63	71	81	86	87	85	83	77	92
50% Load	37	64	68	78	82	84	82	79	75	89
25% Load	34	58	62	73	76	77	75	74	72	83

**Table 2. A-Weighted Sound Pressure Levels (dB re 20 micropascals) calculated based upon user defined input for dimensions 1, 2 and 3 as shown in above diagram. See note #2 and #3.**

Octave Band Center Frequency, Hz	31	63	125	250	500	1k	2k	4k	8k	Overall
100% Load	13	42	55	61	66	70	65	61	53	73
75% Load	9	35	43	53	58	59	57	55	49	64
50% Load	9	35	40	50	54	56	54	51	47	61
25% Load	6	29	34	45	48	49	47	46	44	55

- Notes: (1) Measurements performed in accordance with AHRI Standard 370-2015 for air cooled Chillers.  
 (2) Chiller is assumed to be a point source on a reflecting plane.  
 (3) Without user defined input, the default dimensions used to construct Table 2 are as follows:  
 1 - Chiller Height Above Ground = 0.0 ft  
 2 - Horizontal Distance From Chiller to Receiver = 30.0 ft  
 3 - Receiver Height Above Ground = 3.0 ft

# Engineering Performance Report For Chiller 1 No Bacnet

Project: Wilco 350 Discovery Blvd  
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## 30RB with Greenspeed® Intelligence



### Unit Information

Tag Name:..... **Chiller 1 No Bacnet**  
Model Number:..... **30RB130**  
Quantity:..... **1**  
Manufacturing Source:..... **Charlotte, NC USA**  
ASHRAE 90.1:..... **2013/2016, 2010, 2007**  
Refrigerant:..... **R-410A**  
Independent Refrigerant Circuits:..... **2**  
Shipping Weight:..... **7027** lb  
Operating Weight:..... **7402** lb  
Refrigerant Weight (Circuit A):..... **54** lb  
Refrigerant Weight (Circuit B):..... **43** lb  
Unit Length:..... **189** in  
Unit Width:..... **89** in  
Unit Height:..... **90** in

### Evaporator Information

Fluid Type:..... **Fresh Water**  
Fouling Factor:..... **0.000100** (hr-sqft-F)/BTU  
Fouling Factor Temp Adjustment:..... **0.39** °F  
Leaving Temperature:..... **44.00** °F  
Fouling Factor Adjustment:..... **43.61** °F  
Entering Temperature:..... **54.00** °F  
Fluid Flow:..... **304.7** gpm  
Pressure Drop:..... **12.5** ft H2O

### Condenser Information

Altitude:..... **0.000** ft  
Number of Fans:..... **8**  
Total Condenser Fan Air Flow:..... **99,200** CFM  
Entering Air Temperature:..... **95.0** °F

### Integrated Pump Information

No Pump Selected

### Performance Information

Cooling Capacity:..... **127.4** Tons  
Total Compressor Power:..... **129.6** kW  
Total Fan Motor Power:..... **20.64** kW  
Total Unit Power (without pump):..... **150.2** kW  
Efficiency (without pump) (EER):..... **10.18** BTU/Wh  
IPLV:.IP:..... **16.81** BTU/Wh

# Engineering Performance Report For Chiller 1 No Bacnet

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**Accessories and Installed Options**

- Freeze Protection
- Suction Line Insulation
- Micro Channel
- Low Sound Option
- Single Point
- Coil Trim Panels
- Greenspeed Intelligence: High-Efficiency Variable Condenser Fans

Connection Type:.....**Single Point**  
 Minimum Voltage:.....**414** Volts  
 Maximum Voltage:.....**506** Volts

Amps	Electrical Circuit 1	Electrical Circuit 2
MCA	276.5	---
MOCP	300.0	---
ICF	484.5	---
Rec Fuse Size	300.0	---

**Electrical Information**

Unit Voltage:.....**460-3-60** V-Ph-Hz

An uncoated Novation condenser coil was selected for this product. This is based on an installed location with postal code 78701 and a non-corrosive localized environment.

Sound power measured in accordance with ANSI/AHRI Standard 370-2015.



Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at [www.ahridirectory.org](http://www.ahridirectory.org).

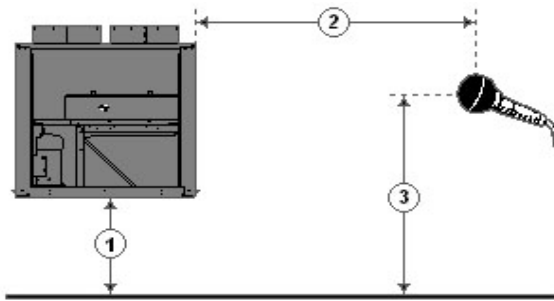
# Engineering Performance Report For Chiller 1 No Bacnet

Project: Wilco 350 Discovery Blvd  
Prepared By: Matt Walker

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## Unit Parameters

Tag Name:.....Chiller 1 No  
**Bacnet**  
Model Number:.....**30RB130**  
Condenser Type:.....**Air Cooled**  
Compressor Type:.....**Scroll**  
Chiller Nameplate Voltage:.....**460-3-60** V-Ph-Hz  
Quantity:.....**1**  
Manufacturing Source:.....**Charlotte, NC USA**  
Refrigerant:.....**R-410A**  
Shipping Weight:.....**7027** lb  
Operating Weight:.....**7402** lb  
Refrigerant Weight (Circuit A):.....**54** lb  
Refrigerant Weight (Circuit B):.....**43** lb  
Unit Length:.....**189** in  
Unit Width:.....**89** in  
Unit Height:.....**90** in



- 1 - Chiller Height Above Ground
- 2 - Horizontal Distance From Chiller to Receiver
- 3 - Receiver Height Above Ground  
(See Note 3)

## Accessories and Installed Options

Freeze Protection

# Engineering Performance Report For Chiller 1 No Bacnet

Project: Wilco 350 Discovery Blvd  
 Prepared By: Matt Walker

03/07/2019  
 03:39PM

Suction Line Insulation  
 Micro Channel  
 Low Sound Option

Single Point  
 Coil Trim Panels  
 Greenspeed Intelligence: High-Efficiency Variable Condenser  
 Fans

## Acoustic Information

**Table 1. A-Weighted Sound Power Levels (dB re 1 picowatt). See note #1.**

Octave Band Center Frequency, Hz	31	63	125	250	500	1k	2k	4k	8k	Overall
100% Load	41	70	83	89	94	98	93	89	81	101
75% Load	37	63	71	81	86	87	85	83	77	92
50% Load	37	64	68	78	82	84	82	79	75	89
25% Load	34	58	62	73	76	77	75	74	72	83

**Table 2. A-Weighted Sound Pressure Levels (dB re 20 micropascals) calculated based upon user defined input for dimensions 1, 2 and 3 as shown in above diagram. See note #2 and #3.**

Octave Band Center Frequency, Hz	31	63	125	250	500	1k	2k	4k	8k	Overall
100% Load	13	42	55	61	66	70	65	61	53	73
75% Load	9	35	43	53	58	59	57	55	49	64
50% Load	9	35	40	50	54	56	54	51	47	61
25% Load	6	29	34	45	48	49	47	46	44	55

- Notes: (1) Measurements performed in accordance with AHRI Standard 370-2015 for air cooled Chillers.  
 (2) Chiller is assumed to be a point source on a reflecting plane.  
 (3) Without user defined input, the default dimensions used to construct Table 2 are as follows:  
     1 - Chiller Height Above Ground = 0.0 ft  
     2 - Horizontal Distance From Chiller to Receiver = 30.0 ft  
     3 - Receiver Height Above Ground = 3.0 ft

**Commissioners Court - Regular Session**

**42.**

**Meeting Date:** 04/02/2019

Fire Alarm Monitoring with Johnson Controls

**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 Services Contract for Fire Alarm Monitoring with Johnson Controls, Inc., pursuant to TIPS Cooperative Contract #18020401 with services defined in contract list summary for an annual amount of \$6,586.30 with services through 2/29/20.

**Background**

This service contract provides Fire Alarm Monitoring per the List Summary and is included in the budget under line item 100-509-4500 Maintenance Services.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Fire Alarm Monitoring with Johnson Controls, Inc

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 03/28/2019

**Reviewed By**

Randy Barker  
Andrea Schiele

**Date**

03/28/2019 09:29 AM  
03/28/2019 10:40 AM  
Started On: 03/27/2019 09:11 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
FOR FIRE ALARM MONITORING  
(JOHNSON CONTROLS, INC.)  
(TIPS #18020401)**

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**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 **Johnson Controls, Inc., (hereinafter “Service Provider”)**, with a local address at 1608 Royston Lane, Round Rock, TX 78664. 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 Fire Alarm Monitoring List Summary (setting forth facilities to be serviced), and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in attached 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 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. **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.

<b>Type of Coverage</b>	<b>Limits of Liability</b>
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit

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

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

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

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

V.

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

- A. As described in the attached Fire Alarm Monitoring List Summary (setting forth facilities to be serviced), and incorporated herein as if copied in full;**
- B. TIPS Cooperative Contract #18020401, and related addenda or form(s); and**
- C. Any required insurance certificates evidencing required coverages.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

## VI.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

## IX.

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

## X.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

## XI.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

## XII.

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

## XIII.

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

XIV.

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

**Good Faith:** Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

**No Assignment:** Service Provider may not assign this Contract.

XVIII.

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

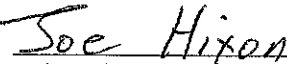
**WILLIAMSON COUNTY:**

**SERVICE PROVIDER:**

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2019

Date: MARCH 25, 2019

TIPS Co-op Contract# 18026401 Fire Safety and Security Solutions thru 04/26/2021

Contract#	Start Date	End Date	Williamson County	Monitoring#	Annual Amt.	Customer#	Customer Name	Account Name
27978344	1-Mar-19	29-Feb-20	Williamson County - Emergency Services Center-911 Tracy Chambers Lane	106-7941	\$ 272.76	1866321	Williamson County	WILLIAMSON COUNTY
427648	1-Mar-19	29-Feb-20	Williamson County- 301 SE Inner Loop	119-1497	\$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
66837585	1-Mar-19	29-Feb-20	Williamson County-107 S Holly St.	203-6195	\$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
66838596	1-Mar-19	29-Feb-20	Williamson County Animal Shelter-1895 SE Inner Loop	H023766268	\$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
805948	1-Mar-19	29-Feb-20	Williamson County 710 Main St.	204-8958	\$ 324.95	1866321	Williamson County	WILLIAMSON COUNTY
80901226	1-Mar-19	29-Feb-20	Sherters Training Facility-8160 Chandler Road-35214654	H023264714	\$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
80801235	1-Mar-19	29-Feb-20	Williamson County Justice Center-405 Martin Luther King St-00309408	109-3234	\$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
80801239	1-Mar-19	29-Feb-20	Williamson County Expo Center-210 Carlos Parker Blvd	212-5146	\$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
80801241	1-Mar-19	29-Feb-20	Williamson County WCCHD-355 Texas Avenue	215-1471	\$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
80801253	1-Mar-19	29-Feb-20	Williamson County Juvenile Justice Center-200 Wilco Way-00918950	202-2400	\$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
80812159	1-Mar-19	29-Feb-20	Williamson County-FMS Training-3189 SE Inner Loop-35321776	215-1945	\$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
80812166	1-Mar-19	29-Feb-20	Williamson County-Vehicle Impound-3181 SE Inner Loop-35321775	215-1944	\$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
80812169	1-Mar-19	29-Feb-20	Williamson County-Wireless Communications-3171 SE Inner Loop-35321774	215-1943	\$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
934293	1-Mar-19	29-Feb-20	Williamson County-Cedar Park Annex-01245665	205-2851	\$ 289.20	1866321	Williamson County	WILLIAMSON COUNTY
996350	1-Mar-19	29-Feb-20	Williamson County-1781 E Old Settlers Blvd	209-6313	\$ 325.27	1866321	Williamson County	WILLIAMSON COUNTY
80832947	1-Mar-19	29-Feb-20	Williamson County - 3151 SE Inner Loop	H023265710	\$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
80832948	1-Mar-19	29-Feb-20	Williamson County - 100 Wilco Way	H023265376	\$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
996367	1-Mar-19	29-Feb-20	Williamson County-1801 E Old Settlers Blvd	209-6306	\$ 344.34	1866321	Williamson County	WILLIAMSON COUNTY
80833168	1-Mar-19	29-Feb-20	Williamson County Taylor Annex - 412 Varice	H023265271	\$ 359.27	1866321	Williamson County	WILLIAMSON COUNTY
					\$ 6,586.30			

**Commissioners Court - Regular Session**

43.

**Meeting Date:** 04/02/2019

Executive Session

**Submitted For:** Charlie Crossfield

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

**Department:** Road Bond

**Agenda Category:** Executive Session

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**Information**

**Agenda Item**

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

**A. Real Estate Owned by Third Parties**

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension
- b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- c) Discuss the acquisition of real property for CR 176 at RM 2243
- d) Discuss the acquisition of real property: CR 101
- e) Discuss the acquisition of real property: CR 200
- f) Discuss the acquisition of real property for County Facilities.
- g) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.
- h) Discuss the acquisition of real property for CR 314.
- i) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- j) Discuss the acquisition of real property for SH 29 @ DB Wood.
- k) Discuss the acquisition of real property for Hairy Man Rd.
- l) Discuss the acquisition of real property for SW Bypass.
- m) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- n) Discuss the acquisition of real property for CR 111.
- o) Discuss the acquisition of real property for Corridor H
- p) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
- q) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- r) Discuss the acquisition of right-of-way for Corridor C.
- s) Discuss the acquisition of right-of-way for Corridor F.
- t) Discuss the acquisition of right-of-way for Corridor D.
- u) Discuss the acquisition of right-of-way for Southeast Corridor.
- v) Discuss the acquisition of right-of-way for Reagan extension.
- w) Discuss the acquisition of right-of-way for Chandler Rd.
- 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**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/28/2019

**Reviewed By**

Andrea Schiele

**Date**

03/28/2019 10:22 AM

Started On: 03/28/2019 10:18 AM

**Commissioners Court - Regular Session**

**44.**

**Meeting Date:** 04/02/2019

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
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/28/2019

**Reviewed By**

Andrea Schiele

**Date**

03/28/2019 10:22 AM

Started On: 03/28/2019 10:19 AM